

**Commissioners Court -November 4, 2014
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 **4th day of November, 2014**, 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	3-4	Adopt a Proclamation declaring the month of November as "Pancreatic Cancer Awareness Month" in Hays County. WHISENANT
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PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	5	Approve payments of county invoices. HERZOG
3	6-12	Approve Commissioners Court Minutes of October 28, 2014. COBB/GONZALEZ
4	13-31	Approve Specifications for RFP 2015-P05 Inmate Commissary Services and authorize Purchasing to solicit for proposal and advertise. COBB/CUTLER/MAIORKA
5	32	Authorize the Sheriff's Office to purchase two new scanners and amend the budget accordingly. COBB/CUTLER
6	33-34	Authorize the County Judge to sign a renewal service agreement with Cintas Document Management for shredding at the Local Health Department. COBB/GARZA
7	35	Authorize the County Judge to execute a letter amendment to the contract between Hays County and Frontiers Texas Gallery for the purchase of two Buck Winn murals. COBB/JOHNSON
8	36-37	Authorize the County Judge to execute a letter amendment (2nd Amendment) to the Interlocal Agreement with the City of Buda for Park Bond funding of the Buda Skate Park/Bradfield Park projects. JONES/HAUFF
9	38-39	Approve award of IFB 2015-B03 Hauling of Solid Waste to Texas Disposal Systems Inc for all items except Hauling & Disposal/Recycling of Glass which will be awarded to Central Waste. COBB/LEFTWICH/MAIORKA

ACTION ITEMS

ROADS

10	40-79	Discussion and possible action authorizing the County Judge to execute a professional services agreement with HDR Engineering, Inc. for ROW Acquisition Services on the RM 12 Parkway Priority Road Bond Program project. CONLEY
11	80-105	Discussion and possible action to authorize the County Judge to execute a utility adjustment agreement with Pedernales Electric Cooperative for the relocation of their existing facilities in the vicinity of the RM 1826 at Darden Hill Road intersection as required for the construction of safety improvements at this intersection as part of the Priority Road Bond Program project. WHISENANT

12	106	Call for a public hearing on December 9, 2014 related to the improvements of Boulder Bluff in Precinct 4 pursuant to Chapter 253 of the Texas Transportation Code, and acknowledge the Office of General Counsel published notice of said hearing. WHISENANT
13	107	Call for a public hearing on December 9, 2014 related to the improvements of Mountain Crest Subdivision in Precinct 3 pursuant to Chapter 253 of the Texas Transportation Code, and acknowledge the Office of General Counsel published notice of said hearing. COBB

MISCELLANEOUS

14	108-113	Discussion and possible action to re-structure the Hays County Veteran's Office staff, re-grading the current Veteran's Services Officer, slot 0915-001 from a grade 110 to 112; and re-titling the Administrative Assistant I, slot 0273-024 to Assistant Veteran's Services Officer re-grading from a 106 to a 108 at the 26th percentile, and amend the budget accordingly. INGALSBE/CONLEY/PRATHER
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EXECUTIVE SESSIONS

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

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.

15	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. COBB/CUTLER
16	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
17	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Laura Harris, HNTB and Allen Crozier, HDR. Possible action may follow. COBB
18	Discussion of issues related to the Hays County Water and Sewer Authority and the West Travis County Public Utility Agency. WHISENANT

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 31st day of October, 2014

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Adopt a Proclamation declaring the month of November as "Pancreatic Cancer Awareness Month" in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

November 4, 2014

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

WHISENANT

N/A

SUMMARY

See attached proclamation.



**PROCLAMATION DECLARING NOVEMBER 2014 AS
PANCREATIC CANCER AWARENESS MONTH**

WHEREAS in 2014, an estimated 46,420 people will be diagnosed with pancreatic cancer in the United States and 39,590 will die from the disease; and

WHEREAS pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020; and

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just six percent; and

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally late stage and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years; and

WHEREAS approximately 2,440 deaths will occur in Texas in 2014; and

WHEREAS the *Recalcitrant Cancer Research Act* was signed into law in 2013 which calls on the National Cancer Institute to develop a scientific framework or strategic plans for pancreatic cancer and other deadly cancers which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in County of Hays and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS the Pancreatic Cancer Action Network and its affiliates in Hays County and surrounding areas support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure; and

WHEREAS the good health and well-being of the residents of Hays County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

NOW, THEREFORE BE IT PROCLAIMED, the Hays County Commissioners Court does hereby declare the month of November 2014 as "**Pancreatic Cancer Awareness Month**" in Hays County, Texas.

ADOPTED THIS THE 4TH DAY OF NOVEMBER 2014

Bert Cobb, Hays County Judge

Debbie Gonzales Ingalsbe, Precinct 1

Mark Jones, Precinct 2

Will Conley, Precinct 3

Ray Whisenant, Precinct 4

Attest:

Liz Gonzalez, County Clerk

AGENDA ITEM REQUEST FORM

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Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

November 4, 2014

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

HERZOG

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Commissioner Court Minutes of October 28, 2014.

ITEM TYPE

CONSENT

MEETING DATE

November 4, 2014

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Gonzalez

SPONSOR

COBB

CO-SPONSOR

N/A

SUMMARY



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 28TH DAY OF OCTOBER A.D., 2014, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Cobb gave the invocation. Judge Cobb led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Commissioner Jones gave condolences to R. B. Wilson's family. Mr. Wilson passed away this week. Commissioner Whisenant added that Mr. Wilson was instrumental in assisting the Texas Rangers with cases that involved livestock theft. Commissioner Jones reminded the Court that 2 years ago Hays County Commissioners Court marked 10/24/2012 as Cecil Clark day, when he turned 100. Cecil Clark still celebrates that day and displays the Proclamation that was issued by the Court. He just celebrated his 102 birthday.

30220 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve payments of county invoices in the amount of \$1,177,534.30 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

30221 APPROVE COMMISSIONERS COURT MINUTES OF OCTOBER 21, 2014

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve Commissioners Court Minutes of October 21, 2014 as presented by the County Clerk. All voting "Aye". MOTION PASSED

30222 APPROVE AWARD OF IFB 2015-B02 ANNUAL DUMPSTER CONTRACT TO TEXAS DISPOSAL SYSTEMS INC.

Texas Disposal is the only vendor that responded to the bid for the annual contract for Dumpster services. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve Award of IFB 2015-B02 Annual Dumpster Contract to Texas Disposal Systems Inc. All voting "Aye". MOTION PASSED

30223 APPROVE UPGRADE OF COPIER WITH XEROX FOR THE TAX OFFICE SUBSTATION IN KYLE AND AUTHORIZE COUNTY JUDGE TO EXECUTE CONTRACT

There will be an increase of \$5.36 per month. The current cost is \$66.84 and the upgrade price will be \$72.20. A budget amendment is not needed at this time. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve upgrade of copier with Xerox for the Tax Office Substation in Kyle and authorize County Judge to execute contract. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #5 RE: APPROVE AWARD OF IFB 2015-B03 HAULING OF SOLID WASTE TO TEXAS DISPOSAL SYSTEMS INC. - was pulled

30224 APPROVE HOLIDAY CLOSURES AT TRANSFER STATION/CITIZENS' COLLECTION STATION FOR 2014

Proposed annual Holiday closures for Recycling and Solid Waste Department for Thanksgiving November 26-29 and Christmas December 24-27. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve Holiday closures at Transfer Station/Citizens' Collection Station for 2014. All voting "Aye". MOTION PASSED

**30225 APPROVE TEMPORARY HELP IN THE TREASURER'S OFFICE FOR 4 WEEKS**

The County Treasurer would like to respectfully request temporary staff to work 160 hours to help with the work load during one of the busiest seasons of the year. There has been a series of events that has drained our normally slim resources this time of year. In September, we went through a major data conversion of our financial payroll system, we also had a vacancy that took two months to fill, and another staff member was unexpectedly out for over a month on medical leave. Currently, our new payroll system needs further data entry to use it to its potential. In addition, we normally have extensive amounts of work this time of year due to the end of fiscal year, the beginning of fiscal year, and the end of the calendar year. This time of year always brings about merit changes, budget changes, insurance changes, policy changes, reconciliations, audits and other various tasks. With our staff already behind due to the low staffing in September, the work that must be done this time of year is overwhelming the current staff. The type of work that would need to be performed includes financial reconciliations, payroll changes, audit compliance, and the corresponding large amounts of scanning, filing and reporting that goes with it. We are requesting temporary help for one month to perform general office work at \$13.02 per hour. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve temporary help in the Treasurer's Office for 4 weeks. All voting "Aye". MOTION PASSED**

30226 AUTHORIZE THE JUVENILE PROBATION DEPARTMENT TO UTILIZE SAVINGS TO ORDER ADDITIONAL COMPUTERS FOR THE GED PROGRAM AND AMEND THE BUDGET ACCORDINGLY

The Juvenile Probation Department was approved for four replacement laptops during the FY15 budget process. Due to the layout of the GED testing center, it is more advantageous to order computers as the State requires anchoring devices and certain restrictions when using laptops. The savings will be used to order two additional computers for a total of six, and will amend the budget for six monitors. Amendment: Decrease 001-686-00.5712_400 Computers_Operating (\$1,100.00), Increase 001-686-00.5202 Data Supplies I \$1,100.00. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize the Juvenile Probation Department to utilize savings to order additional computers for the GED Program and amend the budget accordingly. All voting "Aye". MOTION PASSED**

30227 APPROVE SETTING A 25 MPH SPEED LIMIT ON ALL ROADS WITHIN DEER LAKE ESTATES SUBDIVISION. REFERENCE PUBLIC HEARING HELD ON OCTOBER 21, 2014

To confirm court approval to install speed limit to 25 MPH signs for all roads within Deer Lake Estates subdivision. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve setting a 25 mph speed limit on all roads within Deer Lake Estates Subdivision. Reference public hearing held on October 21, 2014. All voting "Aye". MOTION PASSED**

30228 ACCEPT ROAD CONSTRUCTION AND DRAINAGE IMPROVEMENTS, RELEASE THE CONSTRUCTION BOND, AND ACCEPT THE MAINTENANCE BOND FOR THREE YEARS FOR A 1,000 FOOT SEGMENT OF SUNBRIGHT BLVD. IN SUNFIELD SUBDIVISION, PH. 2, SEC. 3

Jerry Borcharding Director of Transportation gave staff recommendation and acceptance of construction of roads and drainage improvements within the County ROW. The Transportation Department has inspected and approved the improvements. There is a 1,000 foot segment on Sunbright Boulevard that requires an additional year on the maintenance period to monitor as a result of subsurface testing irregularities. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept Road Construction and Drainage Improvements, Release the Construction Bond, and accept the Maintenance Bond for three years for a 1,000 foot segment of Sunbright Blvd. in Sunfield Subdivision, Ph. 2, Sec. 3. All voting "Aye". MOTION PASSED**

30229 ACCEPT ROAD CONSTRUCTION AND DRAINAGE IMPROVEMENTS, RELEASE THE CONSTRUCTION BOND, AND ACCEPT THE MAINTENANCE BOND FOR TWO YEARS FOR SUNFIELD SUBDIVISION, PH. 2, SEC. 3 (EXCLUDES A 1,000 FOOT SEGMENT OF SUNBRIGHT BLVD)

Jerry Borcharding Director of Transportation gave staff recommendation and acceptance of construction of roads and drainage improvements within the County ROW. The Transportation Department has inspected and approved the improvements. This acceptance does not include a 1,000 foot segment on Sunbright Boulevard that requires an additional year on the maintenance period to monitor as a result of sub-surface testing irregularities. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept Road Construction Bond, and accept the Maintenance Bond for two years for Sunfield Subdivision, Ph. 2, Sec. 3 (excludes a 1,000 foot segment of Sunbright Blvd.). All voting "Aye". MOTION PASSED**



30230 APPROVE AND AUTHORIZE THE COUNTY JUDGE TO SIGN AN ADVANCED FUNDING AGREEMENT WITH TXDOT REGARDING REPLACEMENT OF A BRIDGE ON CREEK ROAD IN PCT. 4

This project is part of TXDOT's Off System Bridge Program. The County has no funding responsibility. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve and authorize the County Judge to sign an Advanced Funding Agreement with TxDOT regarding replacement of a bridge on Creek Road in Pct. 4. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #13 RE: *HOLD A PUBLIC HEARING RELATED TO THE IMPROVEMENTS OF MOUNTAIN CREST DRIVE, HILL DRIVE, CRESTVIEW DRIVE, AND LIVE OAK DRIVE IN PRECINCT 3 PURSUANT TO CHAPTER 253 OF THE TEXAS TRANSPORTATION CODE – was pulled*

30231 HOLD A PUBLIC HEARING RELATED TO THE IMPROVEMENTS OF BILL KUYKENDALL ROAD IN PRECINCTS 2 AND 4 PURSUANT TO CHAPTER 253 OF THE TEXAS TRANSPORTATION CODE

Judge Cobb opened the public hearing. Joe Cooley made a public comment in favor of this improvement. Judge Cobb closed the public hearing. General Counsel Mark Kennedy spoke of the improvements to this road will be from FM 150 to the second cattle guard. 15 residents will be assessed with an approximate cost of construction at \$404,622 to be paid out over a 10 year pay back. The road is approximately 2,700 feet long. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant the Court made the necessary finding that this is for the health, safety and welfare for the citizens of Hays County; and to approve the County Clerk sending out the ballots ordering the improvements and assessments on Bill Kuykendall Road in Precincts 2 and 4 pursuant to Chapter 253 of the Texas Transportation Code. All voting "Aye". MOTION PASSED

30232 APPROVE THE RESULTS OF THE BALLOTS RETURNED FOR BOULDER BLUFF PURSUANT TO CHAPTER 253 OF THE TEXAS TRANSPORTATION CODE - PULLED

The Commissioners Court held a public hearing on September 23, 2014 and agreed to submit ballots to the property owners along Boulder Bluff to vote on improving the roadway. The owners were given 10 days to respond. The purpose of this request to present the tabulation results of said ballots. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to pull the item for additional consideration and legal purposes. All voting "Aye". MOTION PASSED

30233 APPROVE PRELIMINARY PLAN (SUB-268 * 541 LOTS) REUNION RANCH REVISED

Clint Garza Director of Community and Development Services gave staff recommendation. The original preliminary plan for the Reunion Ranch subdivision was approved in February 2005 with a total of 502 lots. Since that time, three sections with a total of 132 lots have received final plat approval. The revised preliminary plan includes a new configuration for the remaining acreage as well as an additional 39 lots. The overall subdivision will consist of 524 residential lots and 17 common area lots. All residential lots will be served by the Reunion Ranch Water Control and Improvement District for water and wastewater service. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve preliminary plan (Sub-268 * 541 Lots) Reunion Ranch Revised. All voting "Aye". MOTION PASSED

30234 CALL FOR A PUBLIC HEARING ON NOVEMBER 18, 2014: APPROVE FINAL PLAT OF THE REPLAT OF A PORTION OF LOT 62, ROLLING OAKS SECTION 4

The owner of a 5.56 acre portion of Lot 62 has proposed to divide the acreage into two lots. Each lot will be served by a private well and individual advanced on-site sewage facilities. Due to the limited acreage and oddly shaped configuration of the property, it is proposed that both lots will utilize a shared access driveway. The 2.26 acre portion of Lot 62 (contiguous on the southern boundary) has an existing driveway immediately adjacent to the proposed shared access driveway location. The Hays County Development Regulations require a 200 foot separation between shared access driveways and any other driveway therefore a variance will be requested at the time of the public hearing. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to call for public hearing on November 18, 2014: approve final plat of the replat of a portion of Lot 62, Rolling Oaks Section 4. All voting "Aye". MOTION PASSED



30235 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH HEJL, LEE & ASSOCIATES, INC., IN THE AMOUNT OF \$35,000.00, FOR ENGINEERING SERVICES ASSOCIATED WITH THE CEDAR OAK MESA WATER SUPPLY CORPORATION, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROJECT

On October 14, 2014 the Commissioners Court approved the selection of Hejl, Lee & Associates, Inc. for engineering services for the Cedar Oak Mesa Water Supply Corporation, Community Development Block Grant program project and authorized staff to negotiate the contract. The project involves the replacement of undersized and deteriorated water supply line with approximately 3,350 linear feet of new 6" water line, four fire hydrants, and associated appurtenances. The project is funded through a grant from the Texas Department of Agriculture (TDA), Texas Community Development Block Grant program, with matching funds provided by the Cedar Oak Mesa Water Supply Corporation. The attached contract is based on the template developed by TDA with requirements specific to the program, and is within the budget and scope of the project. No County funds have been allocated for the project, although the County is serving to administer the grant. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the county Judge to execute a contract with Hejl, Lee & Associates, Inc., in the amount of \$35,000.00 for Engineering Services associated with the Cedar Oak Mesa Water Supply Corporation, Community Development Block Grant Program Project. All voting "Aye". MOTION PASSED**

30236 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH LANGFORD COMMUNITY MANAGEMENT SERVICES, IN THE AMOUNT OF \$30,000.00, FOR GRANT MANAGEMENT SERVICES ASSOCIATED WITH THE CEDAR OAK MESA WATER SUPPLY CORPORATION, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROJECT

On October 14, 2014 the Commissioners Court approved the selection of Langford Community Management Services for grant management services for the Cedar Oak Mesa Water Supply Corporation, Community Development Block Grant program project and authorized staff to negotiate the contract. The project involves the replacement of undersized and deteriorated water supply line with approximately 3,350 linear feet of new 6" water line, four fire hydrants, and associated appurtenances, with grant administrative requirements that necessitate specialized management services. The project is funded through a grant from the Texas Department of Agriculture (TDA), Texas Community Development Block Grant program, with matching funds provided by the Cedar Oak Mesa Water Supply Corporation. The attached contract is based on the template developed by TDA with requirements specific to the program and meets the budget and scope of the project. No County funds have been allocated for the project, although the County is serving to administer the grant. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute a contract with Langford Community Management Services, in the amount of \$30,000.00, for Grant Management Services Associates with the cedar Oak Mesa Water supply Corporation, Community Development Block Grant Program Project. All voting "Aye". MOTION PASSED**

30237 GRANT A VARIANCE FROM HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 715, SUBCHAPTER 4.01, TO ALLOW PERMITTING OF AN ON-SITE SEWAGE FACILITY DEVELOPMENT PERMIT TO THE OWNER OF A 3.05 ACRE PARCEL LOCATED AT 10570 B SIGNAL HILL ROAD, AUSTIN, TX 78737

Clint Garza Director of Community & Development Services gave a brief explanation of this request. Tim Peery is the owner of a 3.05 acre parcel located along Signal Hill Road in Precinct 4, in the City of Austin's extraterritorial jurisdiction. He has applied for a permit to construct an On-Site Sewage Facility on his property. He has been informed that his parcel is required to be platted under both the Local Government Code and the Hays County Development Regulations. In addition to the platting requirement, Chapter 715.4.01 of the Hays County Development Regulations prohibits the Department from issuing any development permit on a tract of land that is not in compliance with all current rules. A subdivision plat for Mr. Peery's property has been submitted to the City of Austin for review, however there are outstanding comments which are keeping the plat from being approved. Due to the requirements imposed by the City, the property owner is not able to move forward with plat approval and is requesting a variance which will allow Development Services to issue permits on his property. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to grant a Variance from Hays County Development Regulations, Chapter 715, Subchapter 4.01, to allow permitting of an On-Site Sewage Facility Development Permit to the owner of a 3.05 acre parcel located at 10570 B Signal Hill Road, Austin, TX 78737. All voting "Aye". MOTION PASSED**



OCTOBER 28, 2014

VOLUME V PG 501

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PERFORMANCE AND DUTIES OF THE VETERANS SERVICE OFFICER, FIRE MARSHALL, EMERGENCY MANAGEMENT COORDINATOR, IT DIRECTOR, HUMAN RESOURCES DIRECTOR, TRANSPORTATION DIRECTOR, GENERAL COUNSEL, ELECTIONS ADMINISTRATOR, DEVELOPMENT AND COMMUNITY SERVICES DIRECTOR, AND GRANTS ADMINISTRATOR

Court convened into Executive Session at 10:10 a.m. and reconvened into opened court at 12:00 p.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Human Resources Director Dee Dee Baen and Veteran Services Officer Jude Prather. No action taken.

DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW

Lt. Eric Batch of the Sheriff's Office gave the Jail Report. Hays County's current maximum jail capacity is 362 inmates. Jail Standards recommends holding approximately 10% of capacity open. That lowers our recommendation to 311. The jail's daily average was 298 and peak was 307 on October 23rd for the week of October 19 to October 25, 2014. The maximum female capacity is 76 inmates. Last week's average was 56 and peak was 59 on 10/23/2014. The maximum male capacity is 256 inmates. Last week's average was 242 and peak was 248 on 10/23/2014.

DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

On advice from Hays County Fire Marshall the Burn Ban will remain lifted. Judge Cobb gave the Drought Index for today, it stands at - 463. At 575, it's mandatory that the Burn Ban go into effect. Judge Cobb advised the citizens of Hays County to use extreme caution when conducting outdoor burning.

DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, LAURA HARRIS, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW

Laura Harris of HNTB gave an update on the Pass Through Financing and TxDOT Partnership Program. Pct. 1 Completed Projects. IH-35 Ph. 2A (RM 150 Realignment), IH-35 Ph. 2B (FM 1626 to Yarrington), FM 110 (Mc Carty Ln. to SH 123). Pct. 2 - IH-35 Ph. 1 (Kyle Crossing (CR 210) Overpass), FM 2001 (CR 210/ IH 35 NB Frontage Road connector), IH 35 Ph. 2B (FM 1626 to Yarrington). Pass Through Program - Pct. 1 - Under Construction - Yarrington Road Bridge at IH 35. Completed/Open to Traffic FM 110 (McCarty Lane to SH 123), IH 35 Ph. 25B (RM 150 to FM 1626), IH 35 Ph. 2A (RM 150 Realignment. Partnership Program - Pct. 1 - In Design - FM 150 CTL (Lehman Rd. to SH 21), IH 35 Ramps project (FM 150 to Blanco River), FM 110 (North, Middle and South). Pass Through Program - Pct. 2 - In Design - FM 1626 South (FM 2770 to RM 967). Under Construction - FM 1626 North (RM 967 to Brodie Lane). Completed/Open to traffic - IH 35 Ph. 2B (RM 150 to FM 1626), IH 35 Ph. 1 (CR 210 Overpass), FM 2001 (IH 35 NB Frontage road connector). Partnership Program Pct. 2 - In Design - Robert S. Light Extension (IH 35 to FM 1626), RM 2001 (IH 35 to SH 21). Under Construction/Bidding - RM 967 (Cole Springs to FM 1626). Pass Through Program - Pct. 3 - No Projects. Partnership Program - Pct. 3 - Under Development - RM 12 (Junction at RM 12 to Wonder World Dr.). In Design - Pct. 3 - Posey Road at IH 35, FM 150 West nature & character study (RM 12 to FM 2770). Pass Through Program - Pct. 4 - Completed/Open to traffic - US 290 West (Trautwein Rd. to Nutty Brown Rd.). Partnership Program - Pct. 4 - In Design - FM 150 West nature and character study (RM 12 to FM 2770), FM 150 West Alignment (FM 2770 to IH 35).

County Clerk's Note Agenda Item #25 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY - was pulled*

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant 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 October 28, 2014.



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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Specifications for RFP 2015-P05 Inmate Commissary Services and authorize Purchasing to solicit for proposal and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 4, 2014	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Cutler/Maiorka	COBB	N/A

SUMMARY

See attached specifications.

Hays County Sheriff's Office

Request for Proposal
for
Inmate Commissary
Services

RFP 2015-P05

Due Date: November 20, 2014 no later than 2:00 p.m.

Section 1 -Proposal Information

General Information and Terms

This section of the Request for Proposal (RFP) outlines the proposal submission requirements and provides information on the desired format for proposals.

Proposal Due Date

The deadline for submission of proposals in response to this RFP is 2:00 p.m. local time on November 20, 2014.

Number of Copies

To facilitate the proposal review process, please provide one (1) original and two (2) copies of your proposal.

Vendor Contact

Questions relating to this RFP should be directed to Lt. Eric Batch at 512-393-7842. Please send your proposal to: Cindy Maiorka, Purchasing Manager, 712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666.

Purpose and Duration of RFP

The Sheriff of Hays County, in accordance with Section 351.0415 of the Texas Local Government Code, is requesting proposals from qualified vendors to provide inmate commissary sales at least once a week (unless county, state, or federal holidays intervene), overnight delivery, technology and service at the HAYS COUNTY LAW ENFORCEMENT CENTER located at 1307 Old Umland Road, San Marcos, Texas 78666. It is the Sheriff's intent to select only ONE Company to provide the equipment, sales and service specified. The term of the contract will be for an initial period of THREE (3) years with two one (1) year renewals.

Subcontractors

If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. We prefer to contract with a single or primary vendor.

False or Misleading Statements

If, in our opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capability or condition as contended by the Vendor, the entire proposal shall be rejected.

Clarification of Proposal

We reserve the right to obtain clarification of any point in a Vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Vendor to respond to such a request for additional information or clarification may result in rejection of the Vendor's proposal.

Acceptance of Proposal Content

The contents of the proposal of the successful bidder will become, at our option, a contractual obligation if a contract ensues. Failure of the successful bidder to accept this obligation may result in cancellation of the award.

Responsiveness

Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration if the approach clearly offers us increased benefits.

Applicable Laws

The contract shall be constructed according to the laws of the State of TEXAS and HAYS County. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract and to the extent that the same may be applicable. The contract, when awarded, is performable in Hays County.

Questions Regarding the RFP

The Sheriff of Hays County is bound by statements made or information given during the procurement consideration and award ONLY WHEN such statements or information are written and executed under authority of the Sheriff.

This provision exists solely for the convenience and administrative efficiency of the Sheriff of Hays County. No proposer or other third party gains any right by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause an action arising here from.

American with Disabilities Act

In connection with the furnishing of goods and services under this contract, the Vendor and Vendor's subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

Assignment of Contract

The services to be performed by the Vendor shall not be assigned, sublet, or transferred without prior written approval of the Sheriff, nor shall the Vendor assign any monies due to become due to him under any contract entered into with the Sheriff pursuant to these specifications, without prior written approval by the Sheriff.

Terms and Conditions

The Sheriff reserves the right to accept and/or reject any or all proposals, with or without cause, to waive any technicalities, or to accept the proposal which, in his sole judgment, best serves the interest of the Hays County Jail, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within fifteen (15) days after the award of the proposal.

The Sheriff reserves the right to request clarification of information submitted and to request additional information from one or more proposers. The decision of the Sheriff is final and binding.

Proposal must be valid for sixty (60) days and shall constitute an irrevocable offer to provide the products and services set forth in the Request for Proposal until one or more contracts have been awarded.

All cost and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursement for such charges or expenses shall be passed on to the Sheriff.

All records, documents and information collected and/or maintained by others in the course of the preparation of this proposal shall be made accessible to the Sheriff for purpose of inspection reproduction, and audit with out restriction. The proposed vendor shall agree that the Sheriff or his designee may audit, examine, and copy any and all books, records, and information relating to the proposed Vendor's services at no additional cost to the Sheriff. Also the proposed Vendor must maintain all records until the contract is awarded.

Insurance and Liability Requirements

Successful Vendor shall defend, indemnify and save harmless the Sheriff of Hays County, Hays County and all of its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The successful Vendor shall pay any judgment and costs which may be obtained against the Sheriff of Hays County growing out of such injury or damages.

Format of Proposal

Please minimize the bulk of original writing and make maximum use of your standard brochures and materials. You are free to organize your proposal as you wish as long as you include the requested information and complete the enclosed Requirements Form. ***Failure to complete the Requirements Form and include them with your response may result in disqualification.***

Feel free to include any material that will add to the persuasiveness of your recommended approach. However, if the materials do not directly address the stated requirements, please include them in an appendix or separate volume. We will review and consider all material

submitted, but want to concentrate our efforts on the material that directly addresses our stated needs.

Information about Your Company

Please provide information that will enable us to evaluate your company's financial stability, track record, and support capabilities. We require that you include the following: (1) Most recent audited financial statements, (2) Ownership of your company; (3) Number of years in business, (4) Experience with providing Inmate Commissary Services to government agencies, and (5) A general description of your Inmate Commissary Service process.

User References

Please provide a list of customers of your company who are using your Inmate Commissary Services. The list should provide a contact name, telephone number, and length of time using your company. Also include the total number of customers for your company.

Evaluation Criteria and Factors

The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposal in accordance with the Texas Local Government Code, Section 351.0415. The evaluation criteria will be grouped into percentage factors as follows:

CRITERIA WEIGHT

- Provision for fixed rate of return combined with sales growth incentive 10%
- Menu items and price 5%
- Commission 25%
- Value 10%
- Safety and Security procedures to be performed by the provider 10%
- Experience, Reliability and Stability 20%
- Proposed Method of Performance 10%
- Equipment and Service 10%

Cause for Termination

In the event that the Vendor shall fail to perform, keep and observe any of the terms, covenants and conditions of the contract to be performed, the Sheriff shall give the Vendor written notice of such default and in event said default is not remedied to the satisfaction and approval of the Sheriff within thirty (30) calendar days of receipt of such notice by the Vendor, the Vendor shall have no right to further perform under this contract.

The County, at its sole discretion, may terminate this contract, if in the County's opinion the Vendor is carrying out the terms of the contract in an unreasonable, unprofessionally, or unworkman like manner. Said termination notice for this particular reason shall occur upon the provision of at least thirty (30) calendar days in advance of the date of the proposed termination.

Other causes for termination, but not limited to, shall be; Failure to correctly render stated commission on time; underpayment of stated commission for any reason at any time; deduction of any expenses not agreed to in writing by the county; and failure to timely furnish monthly reports and proved Inmate Commissary Services as outlined in this RFP. Termination notice under this particular reason shall occur upon the provision of at least thirty (30) calendar days in advance of the dated of the proposed termination.

This agreement may be terminated by either party only upon notice, in writing, upon the other party no later that at least sixty (60) days in advance of the effective date of the termination.

Vendor Selection Challenge

If a Vendor should desire to challenge the Sheriffs award decision for this RFP, the appealing Vendor shall post a bond, naming the Hays County Sheriff as the protected party, in the amount of Fifteen Thousand Dollars (\$15,000.00). This bond will be forfeited to the Hays County Sheriff in the event the appeal is denied. In addition, the appealing vendor shall pay to the Hays County Sheriff a minimum compensation of thirty-five percent (35%) commission of all GROSS REVENUES, as defined in Section E, Appendix A, of this RFP for all commissary purchases generated by the inmate population during the appeal process. Further, the appealing vendor shall bear all costs of the appeal process and all costs provided any temporary Inmate Commissary Service.

Conflict of Interest

The Vendor represents, warrants, and affirms that it shall not take any actions in performing its duties and obligations under this agreement that would constitute any as, prejudice, or advantage that would be of benefit to any third party attempting to contract with the Sheriff for the provision of Inmate Commissary Services. The Vendor further represents, warrants, and affirms that it has not, and will not during the term of this proposal process, offer any payment or donations of monies per services to any third party of this contract with the Sheriff regarding the provisions of Inmate Commissary Services to the Hays County Jail.

Include a NOTARIZED statement of the above paragraph in your proposal certifying that no member of your company ownership, management or staff has a vested interest in any aspect or department of Hays County. Also specify that you have and will comply with the above conflict of Interest Statement.

Approach

Describe how your firm plans to approach this project to ensure your work meets and continues to provide for the needs of the Hays County Jail as expressed in the list below:

Installation and Maintenance

- 1 Fully describe the installation requirements necessary for your proposed equipment and services.
- 2 What environmental conditions must be in place for your equipment and goods to function properly?
- 3 Vendor must submit an implementation plan containing all steps and time frames for installation of equipment and any other factors affecting the installation process. (Fully documented Pert/Gnatt charts are acceptable) This implementation plan will become a part of the contract and must be followed. All Inmate Commissary Services must be "cut over" and operational within five (5) working days of the proposed cutoff date.
- 4 Use of existing or in-place conduit, raceways, cableways, cable, inside wiring, mountings, switches, terminal boxes, and terminals within the facility are at the risk of the contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this contract by the successful bidder, becomes the County's upon termination and/or expiration of contract.
- 5 Please explain how your company provides remote diagnostic, programming, polling and system alarm reporting.
- 6 The successful bidder must provide all necessary labor. Parts, materials and transportation to maintain all commissary equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charge may be made to Hays County for maintenance of the system. The Vendor will provide, at no cost to Hays County, any system upgrades, updates, or additional features developed in a timely manner as required by the County.
- 7 For repair service, the Vendor must respond by arriving on premise anytime Monday thru Friday between the hours of 8:00am and 5:00pm (central time) throughout the entire year. All repair or replacements must be started within four (4) hours following a service request. A complete list of contractors/subcontractors managers, administrators, technicians, etc. must be provided to the Sheriff's Office. This includes a complete list of business, cellular and beeper numbers; the Vendor's management home and emergency phone numbers must also be furnished. Provide a copy of your current repair procedure policy for both normal maintenance and emergency outages.
- 8 A toll-free reporting number, operating Monday thru Friday between the hours of 8:00am and 5:00pm (central time) throughout the entire year, must be provided to the Sheriffs Office for trouble reporting and service requests.

INMATE COMMISSARY SYSTEM SPECIFICATIONS This section of the Request for Proposal (RFP) shall set forth the technical specifications for the services and equipment sought in this invitation. All items using the terms "must", "shall", or "will" are considered mandatory. Failure to fully comply with such items will be considered appropriate grounds for proposal rejection. Items using terms "may", or "should" are deemed to be desirable features, but not mandatory requirements. All bidders must address each and every item individually with a complete response detailing how the proposed equipment meets the specification.

1.0 PHYSICAL INSTALLATION REQUIREMENTS

- A. The commissary equipment hardware shall be a compact design requiring a minimum of wall, desk and floor space. Bidder must submit a scale drawing of the installed space required.
- B. Each module shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz power source drawing no more than 300 watts.
- C. Each module shall be equipped with an internal IJL listed power supply that is tolerant of line transients, momentary surges, and short duration drop such that inmate commissary operations continue in the presence of such common disturbances. No auxiliary 115 volt power cords, external power supplies, or AC-to DC converts shall be required to support system.

2.0 BASIC SYSTEM FUNCTIONAL REQUIREMENTS

- A. The commissary computer hardware and inmate banking software must be compatible and interface with Tyler Technologies' Odyssey Jail Management System Application and the current Electronic Medical Records (EMR) application used by the Hays County Jail

- B. Commissary Computer hardware and Inmate Banking Software Features:

User Definability: To facilitate commissary hardware and inmate banking software, all functions must be password protected and controlled for each commissary staff member to include a variety of access levels.

Individual Inmate Trust Fund Accounts: Each inmate will have their own account using the inmate's full name, physical identifiers and Sheriff's Personal Identification Number (S.P.I.N. number) in place of an account number.

Inmate Account Management: From a money management standpoint, the software shall operate like an electronic cash register allowing each transaction to be receipted.

Fee for Services Collection: The software must allow for fees to be recorded and retained from incarceration to incarceration allowing for these fees to be recovered for services rendered such as medical charges, inmate destruction charges or any other charges using the formula provided labeled **Appendix A**.

Inmate Release: The software will acknowledge if the inmate is released to another agency or released under any other circumstance with both a cash balance and a fee debt, the entire cash balance will be applied to the debt.

Commissary Transaction Services: The software will allow for charges to be debited from an inmates account immediately once their commissary order has been submitted.

Disciplinary Restrictions: The software must allow inmates to only purchase hygiene items during the course of their commissary restriction as well as being able to place holds on an inmate account pending disciplinary investigations.

Daily/Monthly Auditing: The software shall allow for auditing at any time. This includes producing reports such as Inmate Transaction Activity Reports, Inmate Commissary Sales Reports, Fee Collection Reports, Daily Deposit Reports, Daily Detailed Summary Reports and optional Check Writing Report.

Indigent Tracking: The software will be able to create a list of inmates who have less than \$1.00 so we may provide them their materials.

Check Writing: The software shall allow for an optional check writing capability which can be utilized whenever necessary.

Shortages: The software shall allow the capability of reporting shortages to the vendor for immediate next day delivery.

3.0 COMMISSARY PRODUCT REQUIREMENTS

- A.** The vendor must provide the Sheriff a complete list of quality brand name products with our facility security in mind.

- B.** The vendor shall make any over the counter (OTC) medication available for purchase by the inmate population, **supplied in unit doses**, at the request of the Sheriff at all times. Unit dose is defined as doses supplied in single serve blister

packs or single serve amounts. The following OTC medications shall be available on the commissary list.

- 1 Sinus Tabs
- 2 Cough Syrup
- 3 Antacids
- 4 Tylenol (non aspirin)
- 5 Ibuprofen
- 6 Zantac 75/Pepcid AC
- 7 Antifungal Cream
- 8 Vaginal Cream (infection cream)
- 9 Alka-Seltzer Plus (cold)
- 10 Medicated Dandruff Shampoo
- 11 Body Lotion
- 12 Nasal Spray
- 13 Pepto-Bismol

D. The Sheriff shall have final approval over any and all products allowed on the inmate product purchasing list.

E. All commissary pricing increases will be approved by the Sheriff prior to implementation.

4.0 MAINTENANCE AND SUPPORT

The proposed equipment must be fully supported by remote maintenance. This must include the ability to test commissary computer hardware and software without sending a technician to the site. For security reasons, site repair visits must be kept to an absolute minimum with most repairs and service issues being resolved via remote access. A maintenance and support back-up plan shall be included in the proposal to ensure there is no interruption in services by the vendor.

Other Maintenance and Support Requirements Include:

- A.** Remote diagnostics and repair without affecting business in progress or system operation.
- B.** 8:00am to 5:00pm (central time) Monday thru Friday repair and maintenance assistance anytime of the year.
- C.** System must NOT require on-site intervention for re-boot

- D. System must not require replacement of fuses, batteries, and other peripheral hardware.

5.0 COMMISSARY DETAIL REPORTING AND STORAGE

The inmate banking software must provide for on-site storage of commissary detail information. Other requirements include:

- A. On-site redundant electronic storage capacity of up to 5 year's of Inmate Transaction Activity Reports, Inmate Commissary Sales Reports, Applied Fees Reports, Daily Deposit Reports, Daily/Detailed Summary Reports and Check Writing Reports.
- B. Real-time inmate account activity viewing capability
- C. Real-time reporting of inmate account activity
- D. Automatic commissary record protection via nightly polling
- E. Flexible inmate account detail reporting by inmate S.P.LN. number
- F. Each record must include detailed inmate account information in easy-to-understand terms.
- G. Retention of detailed inmate account information in the event of power failure.

6.0 BIDDER EXPERIENCE

Bidder must have extensive positive experience with the provision of inmate commissary services to similar institutions. Specifically:

- A. Bidder must provide five correctional facility references that currently utilize the proposed equipment for in inmate commissary services. Contact names and telephone numbers must also be provided.
- B. Bidder must provide a list of all correctional facilities previously served and the reason they are no longer customers. Contact names and telephone numbers must also be provided.

- C. Bidder must provide the following information for the inmate banking software manufacture: total number of inmate banking software in service, average number of months in service, and the average number of inmate banking software for the manufacturer's entire customer base.
- D. Bidder must clarify its relationship with the manufacturer as it pertains to the ability to support the proposed hardware and software throughout the contract term and any extensions there to.

7.0 COMMISSARY PROCEDURE

The vendor must be able to meet the following criteria to comply with Sheriff's Office current jail plan and inmate handbook.

A vendor employee will provide inmates with order forms listing all commissary items available for purchase. The vendor may provide kiosks for electronic ordering. The inmate will complete and sign this form and return it to the vendor employee taking the weekly order. The signed form will authorize the vendor employee to deduct the dollar amount of the ordered items from the Inmate's Trust Fund Account (ITFA). Each ITF A is reviewed and if funds are available, the ordered item will be delivered to the inmate.

Inmates may order commissary items at least once weekly with order forms or electronic ordering submitted no later than 8:00am Monday morning. All orders will be submitted to the commissary vendor the following Tuesday morning. The vendor will deliver the items no later than 10:00am following Wednesday morning to the Sheriff's Office. Commissary will be delivered to the inmates on Wednesday, Thursday and/or Friday of that week.

The Support Services Lieutenant and Sergeant will monitor the prices charged for commissary items. They will insure that, as a minimum, no item on the commissary sales list costs more than the normal retail price in the community.

UNBILLABLE COMMISSARY

The selected vendor shall not charge or bill for incomplete orders received. The Sheriffs Office will not be responsible for any un-billable, uncollectible, or fraudulent commissary orders nor shall any revenues be deducted from the county's commission in payment for such commissary orders. The selected vendor will bear sole responsibility for the collection of such orders and the costs associated with the collection. No commissary orders will be denied because of the commissary supplier's lack of staff or county, state and federal holidays.

COMMISSION AMOUNT AND PAYMENT

The selected Vendor will pay commissions to the Sheriff of Hays County a firm, fixed percentage of net revenue on ALL commissary orders originated from Hays County Jail facilities. Net Revenue is defined as income from sales of goods and services, minus the cost associated with things like returned or undeliverable merchandise. That is, total revenue due from

customers before uncollectible, billing fees, or any other costs or payment to suppliers are disbursed. This total will not include the sales of United States postage stamps and stamped envelopes.

Commissions will be due and payment expected monthly by the fifteenth (15) day following the last day of the month in which the order generating the revenue is completed. Only after commissions have been verified and accepted, the Sheriff's Office will mail the vendor its Gross Revenue. Gross Revenue is defined as the amount customers actually pay the company when they make their purchases. This will not include shipping charges that will be absorbed by the vendor.

COSTS TO THE COUNTY

- A. There will be **no** one time, monthly, or reoccurring costs for facilities rearrangement, vendor reimbursable expenses, commissary shipping charges to the county for any reason.

- B. Costs of RFP response, preparation, production, handling, administration, and delivery shall be borne by each responding company and at no time chargeable to the County.

- C. The company selected will be required to furnish lien release for any/all equipment and services provided for the County.

LINE AND ACCESS CHARGES

The selected Vendor will pay all line charges, access charges, billing charges, special equipment charges, fees, levies, service connection charges and/or any other charges assessed in connection with the provision of this service with no deduction allowed from the monthly commission payment. No charges for this service shall be processed through the County and the County cannot be included or in anyway held responsible for the selected vendor's nonpayment of line and access charges.

CUSTOMER SERVICE

Each respondent shall provide a description of its customer servicing provisions including procedures used to handle customer complaints and average length of time to resolve the complaint. Describe the procedure used to reimburse the customer for incorrect billings and include the minimum and maximum length if time to effect this reimbursement.

REQUIRED MONTHLY REPORTS

The selected Vendor shall provide the Sheriff the option of receiving reports of High Density diskettes and/or paper each month. These reports will be generated in time to arrive at the Hays County Sheriff's Office no later than the fifteenth day following the close of the monthly report period. The format and style and makeup of all reports will be determined after contract award. One (1) copy of all reports will be sent to the Hays County Auditor and one (1) copy of each report will be sent to the Hays County Sheriff. Operating software to utilize reports furnished on CD will be at no cost to the County. The selected vendor at no cost to the county will also provide suitable training to facility personnel.

USAGE REPORTS

Reports showing the following for each monthly period will be required:

- Total Item Sales (total number of each product purchased by inmates)
- Total dollar amount due the County based upon contractual agreement
- Total of Gross Sales(per order)
- Total of Net Sales (per order)
- Total sales taxes applied *** All invoice numbers will be included and itemized with the above information

MONTHLY MAINTENANCE AND REPAIR

This report will show the following items monthly:

- Number of troubles received
- Number of troubles cleared
- Description of the troubles cleared
- Number of troubles pending disposition
- Average clearing time on closed cases

Section 2 -Background Information

The Hays County Sheriffs Office is a progressive, professional law enforcement agency serving the citizens of Hays County and covering a geographic jurisdiction of 679.8 square-miles.

Hays County is a rapidly growing suburban county located on IH-35 between two of the top ten growing cities in the nation, Austin and San Antonio. The U.S. Census indicates that Hays County grew by 61 % between 1980 and 1990 and by 48.7% between 1990 and 2000. The Texas A&M State Data Center projects Hays County's population will increase to 167,000 before 2010.

The Hays County Jail is currently a 362 bed facility with intentions of expanding in the near future.

Appendix A Formula for Deter lining Fee

Deduction

Cash Balance % Deducted

From To %

\$0.00 <	\$9.99	0%	
\$ >	\$10.00 <	\$19.99	20%
\$ >	\$20.00 <	\$39.99	30%
\$ >	\$40.00 <	\$59.99	40%
\$ >	\$60.00 <	\$79.99	50%
\$ >	\$80.00 <	\$99.99	55%
\$ >	\$100.00 <	\$119.99	58%
\$ >	\$120.00 <	\$139.99	60%
\$ >	\$140.00 <	\$159.99	63%
\$ >	\$160.00 <	\$179.99	67%
\$ >	\$180.00 <	\$199.99	71%
\$ >	\$200.00 <	\$219.99	73%
OVER	\$220.00	75%	

Note: If released to another agency or under any circumstance, with both a cash balance and a fee balance, the entire cash balance will be applied to the debt.

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.
2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:
 - A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.
 - B. A business or organization in which the employee, or any member of the employee's family immediate family, has a financial interest pertaining to the procurement.
 - C. **Gratuities:** It shall be breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

D. **Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

E. **Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

F. **Any effort to influence any employee, elected official, or department head to violate the standards of this code are grounds to void the contract. Please certify by your signature below that you understand the ethics policy of Hays County and in no way will attempt to violate the code.**

SIGNATURE: _____

PRINT NAME AND TITLE: _____

COMPANY NAME: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Sheriff's Office to purchase two new scanners and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 4, 2014	3,118.00

LINE ITEM NUMBER

001-618-00.5711_400 Office Equipment Operating

AUDITOR USE ONLY

AUDITOR COMMENTS:

See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	COBB	N/A

SUMMARY

The Sheriff's Office needs to purchase two new scanners for Law Enforcement Records and Evidence. Both offices currently utilize a copier for scanning purposes. By purchasing two scanners for the departments it will increase efficiency for law enforcement and evidence documents into Odyssey. No additional funds are needed; funds have been identified in S.O. Office & Computer Supplies.

Budget Amendment

Decrease 001-618-00.5211/Office & Computer Supplies (\$3,118.00)

Increase 001-618-00.5712_400/Computer Equipment Operating \$3,118.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to sign a renewal service agreement with Cintas Document Management for shredding at the Local Health Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 4, 2014	

LINE ITEM NUMBER

120-675-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	COBB	N/A

SUMMARY

See attached renewal service agreement.



New: Renewal:
 Location No: K32
 Contract No: 5181898
 Customer No: 10269840
 Date: 10-06-2014
 Phone: 512-393-7709

SHREDDING SERVICE AGREEMENT

Customer: Hays County Health Dept.
 Address: 401 A Broadway City: San Marcos State: TX Zip: 78666

The customer, its successors and assigns ("Customer") orders from Shred-it USA LLC. (Shred-it) or any of its subsidiaries, successors and assigns ("Company") all of the Customer's shredding service requirements during the term of this agreement, all in accordance with the pricing, terms and conditions contained herein.
ITEMS FURNISHED BY THE COMPANY:

FIRST CONTAINER

Collection "C" or Dock Stop "D" Service	Description	Service Type	Service Frequency	Quantity	Unit Price	Replacement Value
C	1 Executive (40")	Onsite	E4W	1	35.00	100.00
C	Additional Executive (40")	Onsite	E4W		10.00	100.00

ADDITIONAL SERVICES

Collection "C" or Dock Stop "D" Service	Description	Service Type	Service Frequency	Quantity	Unit Price	Replacement Value
C	Banker Box (per box)				2.50	

Minimum Charge is \$ 35.00 per stop Service Charge is \$ 5.00 per stop

The Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

Company will provide containers and collection or dock stop shredding of all customer's confidential information as herein provided. "Confidential Information" means any information relating to the Customer's property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purpose provided in this Agreement.

This agreement is effective as of the date of the first invoice and shall remain in effect for sixty (60) months from the date of first invoice. This Agreement shall automatically renew for the same period of time unless the Company is notified, to the contrary, in writing sixty (60) days in advance of the expiration of the then current term. Price listed above is based on the number of containers quoted and frequency of service. Company has the right to increase prices and/or service charges and/or minimum charges. Such notice may be in the form of invoice. The Customer has the right to reject these increases. If Customer rejects the increase, Company has the right to terminate this Agreement.

Company guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the Company's General Manager. If the Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to the Company in good and usable condition.

Additional containers and services can be added to this Agreement and shall automatically be a part of and subject to the terms hereof. If this Agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and hard to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, 50% of the average invoice total multiplied by the number of invoices remaining in the unexpired term. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination, up to and including the charges for servicing the Customer on the last pick-up.

Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

All containers and cabinets remain the property of Company. The Customer agrees to use said containers and cabinets solely for disposal of confidential material. In the event that the containers and cabinets are lost, damaged or destroyed by any means, the Customer will pay for said containers and cabinets at the then current replacement values.

This Agreement may not be modified, amended or supplemented except in a writing signed by an authorized representative of Shred-it, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in a writing signed by a President or Chief Operating Officer of Shred-it.

The Customer certifies that the Company is in no way infringing upon any existing contract between the Customer and another service provider.

_____ Initial and check box if receiving Compliance Training. See Compliance Training Services Agreement for terms.

Terms of Payment: 10th E.O.M.

Accepted By: Everardo Soria

Title: Service Manager

Approved By:

Customer: _____

Signature: _____

Name & Title: _____

Email: _____

Check if Business Associate Agreement required Check if Sub Contracting needed

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a letter amendment to the contract between Hays County and Frontiers Texas Gallery for the purchase of two Buck Winn murals.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 4, 2014	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Kate Johnson	COBB	N/A

SUMMARY

The two Buck Winn murals will be displayed at the Hays County Government Center.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute a letter amendment (2nd Amendment) to the Interlocal Agreement with the City of Buda for Park Bond funding of the Buda Skate Park/Bradfield Park projects.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 4, 2014	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	JONES	N/A

SUMMARY

On May 3, 2011 the Hays County Commissioners Court entered into an Interlocal Agreement with the City of Buda for the award of Park Bond funds for the improvements of Buda Skate Park and Bradfield Park. After several delays, the Buda (Jackson Tyler Norris Memorial) Skate Park project was completed in late 2013 with a grand opening held on December 14, 2013. An Amendment to the Interlocal Agreement was made in March, 2014 to extend the termination date of the Agreement from April 30, 2014 to October 31, 2014.

Work on Bradfield Park has been ongoing, with a construction contract awarded to T.F. Harper and Associates, LP. Construction delays were encountered due to rains in September and October of this year, extending the time needed for construction completion. The City of Buda, acting through Stanley Fees, City Engineer is requesting a time extension for the existing Interlocal Agreement to complete improvements at Bradfield Park. The Second Amendment will extend the termination date of the Agreement from October 31, 2014 to January 31, 2015. Staff recommends approval of this item

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BUDA, TEXAS AND HAYS COUNTY, TEXAS FOR THE
IMPROVEMENTS OF BUDA SKATE PARK AND BRADFIELD PARK, PUBLIC PROPERTIES
OWNED BY THE CITY OF BUDA, TEXAS**

This 2nd Amendment to the Interlocal Agreement (“Amendment”) is made this ___ day of November, 2014, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and The City of Buda (hereinafter referred to as “City”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

II. Term of Agreement, 2.1 of the Agreement shall be amended to reflect that the Agreement will extend from October 31, 2014 to January 31, 2015.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 2nd Amendment to Interlocal Agreement hereby executed this ___ day of November, 2014, as is evidenced by the authorized signatures of the Parties, below.

CITY OF BUDA

HAYS COUNTY

**HAYS COUNTY, TEXAS
BERT COBB, M.D.
HAYS COUNTY JUDGE**

ATTEST: _____

ATTEST: _____

By: _____

LIZ Q. GONZALES

Title: _____

HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve award of IFB 2015-B03 Hauling of Solid Waste to Texas Disposal Systems Inc for all items except Hauling & Disposal/Recycling of Glass which will be awarded to Central Waste.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 4, 2014	N/A

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Leftwich/Maiorka	COBB	N/A

SUMMARY

Purchasing received three (3) bids. The award will be split between Texas Disposal and Central Waste. Texas Disposal has lowest and best pricing for all items except hauling & disposal /recycling of glass which will be awarded to Central Waste. (See attached spreadsheet of pricing)

IFB 2015-B03 HAULING OF SOLID WASTE

WIMBERLY TRANSFER STATION

	TX DISPOSAL	CENTRAL WASTE	PROGRESSIVE WASTE SOLUTIONS
HAULING & DISPOSAL OF 42 CU YD COMPACTOR/RECEIVER	\$566	\$685	\$554+
HAULING & DISPOSAL OF 40 CU YD OPEN TOP	\$530	\$540	\$554+
HAULING & DISPOSAL OF 30 CU YD OPEN TOP	\$499	\$540	\$554+
HAULING & DISPOSAL/RECYCLING OF 20 CU YD OPEN/GLASS ONLY	\$640	\$150	\$554+

DRIFTWOOD CITIZENS COLLECTION STATION

HAULING & DISPOSAL OF 42 CU YD COMPACTOR/RECEIVER	\$484	\$685	\$494+
HAULING & DISPOSAL OF 30 CU YD OPEN TOP	\$422	\$540	\$494+
HAULING & DISPOSAL OF 40 CU YD OPEN TOP	\$453	\$540	\$494+
HAULING & DISPOSAL/RECYCLING OF 20 CU YD OPEN/GLASS ONLY	\$563	\$150	\$494+

ADDRESSES FOR BIDDERS:

TEXAS DISPOSAL P O BOX 17126 AUSTIN TX 78760
 PROGRESSIVE WASTE SOLUTIONS 9904 FM 812 AUSTIN TX 78719
 CENTRAL WASTE & RECYCLING 2301 W WHITESTONE BLVD CEDAR PARK TX 78613

ADDITIONAL:

**PROGRESSIVE WASTE SOLUTIONS WILL ALSO ADD
 \$35 PER/TON OVER 6 TONS +\$50/TON OVER 10 FOR EACH ITEM**

CENTRAL WASTE & RECYCLING

**ALL BOXES INCLUDE 6 TONS IF BOXES WEIGH MORE THAN 6 TONS ADDITIONAL FEE
 OF \$40 PER TON WILL BE ADDED. SUPPLY RECEIVER BOX RENTAL OF \$200 PER MONTH
 WILL BE ADDED**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action authorizing the County Judge to execute a professional services agreement with HDR Engineering, Inc. for ROW Acquisition Services on the RM 12 Parkway Priority Road Bond Program project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 5, 2014	\$673,970.00

LINE ITEM NUMBER

027-803-96-755.5632_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
CONLEY	CONLEY	N/A

SUMMARY

RM 12 was identified as one of the TxDOT facilities for which the County approved funding preparation of the highway corridor for future safety improvements and expansion as part of the RM 12 Parkway project.

The project scope included preparation of a design schematic, obtaining environmental clearance through a re-evaluation of the previous environmental assessment (EA) for the proposed future improvement of the roadway to a divided parkway section, and preserving ROW for these improvements.

At this time, the design schematic is complete and the final EA re-evaluation documents has been submitted to TxDOT / FHWA for review and approval. Final clearance is anticipated during the next few months thereby allowing ROW acquisition to begin.

Please find attached the professional services agreement for ROW acquisition services.

Funds are available within the Priority Road Bond Program project budget

Checklist

Prior to Initiation of Work

- ❑ Signed and Executed Agreement
- ❑ Scope of Services – Appendix A
 - Exhibit A – Services to be provided by County
 - Exhibit B – Services to be provided by Acquisition Provider
 - Exhibit C – Work Schedule
 - Exhibit D – Fee Schedule
- ❑ Production Schedule – Exhibit IV
- ❑ Hourly Rates of Acquisition Provider – Exhibit II
- ❑ Work Authorization - Attachment A to Exhibit I
 - Supplemental Work Authorization for Additional Work (if applicable)
- ❑ Data to be provided to Acquisition Provider by County
 - Plans
 - Maps
 - Studies
 - Reports
 - Field Notes
 - Statistics
 - Computations
 - Other: _____
- ❑ Insurance
 - Worker’s Compensation
 - Commercial General Liability Insurance
 - Automobile Liability Insurance
 - Professional Liability Errors and Omissions Insurance
 - Self Insurance Documentation
 - Insurance Certificates for Subcontractors and/or Sub-consultants
 - Approval of Insurance by County

Course of Work

- ❑ Original Acquisition Provider Work Product submittal
- ❑ “Completed” Acquisition Provider Work Product
- ❑ “Accepted” Acquisition Provider Work Product
- ❑ Modifications and/or Changes for Approval of Acquisition Provider Work Product
- ❑ “Approved” Acquisition Provider Work Product
- ❑ Revisions to Work Product
- ❑ Seal of Endorsement on all Acquisition Provider Work Product
- ❑ Data necessary for applications or documentation for permits and/or grants to be provided by Acquisition Provider to County

Notices (as applicable)

- ❑ Notice of Suspension
- ❑ Notice of Reinstatement
- ❑ Notice of Termination
- ❑ Notice of Staffing Changes
- ❑ Written Report of Accident

Documentation for Payment

- ❑ Internal Revenue Form W-9
- ❑ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ❑ Invoice for Reimbursables
 - Proof of prior payment by Acquisition Provider of Reimbursables

PROFESSIONAL SERVICES AGREEMENT

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- B. *Acquisition Provider* shall not commence work until *Acquisition Provider* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Designee* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. *County* shall provide *Acquisition Provider* with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular *Project* at no cost to *Acquisition Provider*; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Designee* so instructs *Acquisition Provider*.
- D. *Acquisition Provider* shall perform the following Basic Scope of Services:
 - 1. The basic Scope of Services shall generally consist of right-of-way acquisition services required for the development of the *Project*, including attendance at any Public Hearings, satisfactory to the *County Designee* and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Hays County.
 - 2. The following documents shall be used in the development of the *Project*:
 - a. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - b. National Environmental Policy Act (NEPA)
 - c. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - d. Americans with Disabilities Act (ADA) Regulations
 - e. U.S. Army Corps Regulations
 - f. TxDOT Project Development Manual.
 - g. TxDOT PS&E Preparation Manual.
 - h. TxDOT Real Estate Acquisition Guide for Local Public Agencies.
 - i. TxDOT ROW Appraisal and Review Manual.
 - j. TxDOT ROW Utility Manual.
 - 3. As part of the Scope of Services, *Acquisition Provider* shall submit its work products to *County* for review at regular intervals.
 - 4. The detailed Scope of Services for the *Project* is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III
Fee schedule

- A. For and in consideration of the performance by *Acquisition Provider* of the work described in the Scope of Services, *County* shall pay and *Acquisition Provider* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be

submitted by *Acquisition Provider* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.

- B. For the performance of services not specifically described in the Scope of Services *Acquisition Provider* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Acquisition Provider's* services as basic or additional services under this agreement, the decision of the *County Designee* shall be final and binding on *Acquisition Provider*.

Section IV Period of Service

- A. *Acquisition Provider* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Acquisition Provider* shall complete all work in accordance with the terms specified in written Work Authorizations and in accordance with the production timeline included in the Scope of Services for those Work Authorizations.
- C. Neither *Acquisition Provider* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Acquisition Provider's* or *County's* reasonable control. Upon the discovery of such an event, *Acquisition Provider* shall notify *County*, and attend a special meeting with the *County Designee* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Designee*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Acquisition Provider* of written Notice of Reinstatement from *County*. *Acquisition Provider*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Acquisition Provider's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Acquisition Provider* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the substantial failure of the other party to

perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard professional practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and **County** may terminate this Agreement for reasons other than substantial failure by **Acquisition Provider** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Acquisition Provider** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Acquisition Provider** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Acquisition Provider** shall be liable for any additional costs incurred by **County**.

- F. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Designee** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Designee** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Acquisition Provider's** services. The **County Designee** may designate representatives to transmit instructions and receive information.
- B. **Acquisition Provider** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Designee** in substantially the form of Attachment A to Exhibit I.
- C. **Acquisition Provider** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Acquisition Provider** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Acquisition Provider** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Acquisition Provider's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Acquisition Provider** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County Designee**.

Section VI Review of Work Product

- A. *Acquisition Provider's* work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "work products"), shall be submitted by *Acquisition Provider* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Acquisition Provider* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Acquisition Provider* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Acquisition Provider*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Acquisition Provider*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Designee's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Acquisition Provider* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Designee*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final work products, *Acquisition Provider* shall without additional compensation perform any work required as a result of *Acquisition Provider's* development of the products which is found to be in error or omission due to *Acquisition Provider's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Acquisition Provider's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Designee* shall be final and binding on *Acquisition Provider*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Acquisition Provider shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Acquisition Provider* shall entitle *Acquisition Provider* to additional compensation for such extra services and expenses, provided however, that *Acquisition Provider* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *Acquisition Provider's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Acquisition Provider* to revise the plans in order to make the *Project* constructible, *Acquisition Provider* shall do so without additional compensation. In the event of any dispute over the classification of *Acquisition Provider's* services as Basic or Additional Services under this Agreement, the decision of the *County Designee* shall be final and binding on *Acquisition Provider*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Acquisition Provider's Responsibility and Liability

- A. *Acquisition Provider* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Acquisition Provider* shall inform *County* of such event within five working days.
- B. *Acquisition Provider* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Designee* regarding county permitting or similar requirements properly waivable by the *County Designee*.
- C. Acceptance and approval of the final work product by *County* shall not release *Acquisition Provider* of any responsibility or liability for the accuracy and competency of his documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the documents prepared by *Acquisition Provider*.
- D. *Acquisition Provider* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Acquisition Provider* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Acquisition Provider* shall not be responsible for the negligence of any other party, other than its subcontractors.

- E. *Acquisition Provider's* opinions of probable right-of-way acquisition cost represent *Acquisition Provider's* professional judgment as a professional familiar with the industry, but *Acquisition Provider* does not guarantee that the actual cost will not vary from *Acquisition Provider's* opinions of probable cost.
- F. *Acquisition Provider* shall perform all services and responsibilities required of *Acquisition Provider* under this Agreement using at least that standard of care which a reasonably prudent professional would use in similar circumstances.
- G. *Acquisition Provider* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Acquisition Provider* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Acquisition Provider* and professional personnel.
- H. All employees of *Acquisition Provider* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Acquisition Provider*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Designee's* request be immediately removed from association with the *Project*.
- I. If the procurement of adequate qualified personnel by *Acquisition Provider* would result in taxable professional services being charged to *Acquisition Provider* (e.g. Surveying), then the charges for such services shall be paid by *County* directly so that *County* may assert tax exemption under Section 151.309 of the Texas Tax Code, or other applicable law. Any such direct payment by *County* is hereby granted, by the Hays County Commissioners Court, a discretionary exemption from the competitive requirements set out in Section 232.023 of the Texas Local Government Code.
- J. *Acquisition Provider* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- K. *Acquisition Provider* is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of *Acquisition Provider* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Acquisition Provider* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or

County Designee, shall be delivered to *County* in an organized fashion with *Acquisition Provider* retaining a copy.

- B. Any reuse by *Acquisition Provider* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Acquisition Provider's* sole risk and without liability or legal exposure to *County*. Should *Acquisition Provider* be terminated, *Acquisition Provider* shall not be liable for *County's* use of partially completed work product on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise “Accepted” or “Approved” as provided herein or represent completed work by *Acquisition Provider*, as specified by professional standards.
- C. *Acquisition Provider* will not be responsible for any use or any modifications to the documents described in subsection A performed by any entity other than Hays County, and *County's* respective engineers and contractors, without the specific written consent of *Acquisition Provider*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. *Acquisition Provider* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of work product for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Acquisition Provider* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Acquisition Provider*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Acquisition Provider* agrees that *County* shall have access during normal working hours to all necessary *Acquisition Provider* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Acquisition Provider* reasonable advance notice of intended audits.
- C. *Acquisition Provider* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.

- D. **Acquisition Provider** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Acquisition Provider** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Hays County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Acquisition Provider** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Acquisition Provider.** **Acquisition Provider** certifies that neither **Acquisition Provider** nor any members of **Acquisition Provider's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for **Acquisition Provider**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for **Acquisition Provider**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Acquisition Provider further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ACQUISITION PROVIDER: HDR Engineering, Inc.
4401 West Gate Blvd., Suite 400
Austin, TX 78745
Attn: Allen R. Crozier, P.E.

With a copy to: HDR Engineering, Inc.
7745 Chevy Chase Drive, Bldg 5, Suite 220
Austin, TX 78752
Attn: Teri Morgan, SR/RW

COUNTY: Hays County Judge
111 E. San Antonio Street
Suite 300
San Marcos, Texas 78666
Attn: Judge Bert Cobb (or successor)

with copy to: Hays County Office of General Counsel
General Counsel
111 E. San Antonio, Suite 202
San Marcos, Texas 78666
Attn: Mark Kennedy (or successor)

- F. **Insurance Requirements.** *Acquisition Provider* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Acquisition Provider* is delinquent in the payment of property taxes related to property located in Hays County at the time of invoicing, *Acquisition Provider* hereby assigns any payments to be made for services rendered hereunder to the Hays County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Acquisition Provider* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Acquisition Provider* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Acquisition Provider* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto, which consent shall not be unreasonably withheld.

- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Acquisition Provider* shall provide to *County Designee* upon submittal of *Acquisition Provider's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Acquisition Provider* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Acquisition Provider* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Acquisition Provider* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Acquisition Provider*), whether or not it results from or involves any action or failure to act by the *Acquisition Provider* or any employee or agent of the *Acquisition Provider* and which arises in any manner from the performance of this Agreement, the *Acquisition Provider* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Acquisition Provider* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Acquisition Provider*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Acquisition Provider's* performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between *County* and *Acquisition Provider* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Acquisition Provider*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Acquisition Provider*** is a limited liability company, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of ***Acquisition Provider***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Acquisition Provider*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

EXECUTED this ____ day of _____, 2014.

THE ACQUISITION PROVIDER:

HAYS COUNTY:

HDR Engineering, Inc.

BY: _____

BY: _____

Printed Name: Kelly Kaatz, P.E.

Hays County Judge

Title: Senior Vice President

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$673,970.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Acquisition Provider* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the Acquisition Provider's invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Acquisition Provider* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Acquisition Provider* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Acquisition Provider* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Acquisition Provider*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Acquisition Provider's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Acquisition Provider* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Acquisition Provider* shall

promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Acquisition Provider* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Acquisition Provider* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Acquisition Provider* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Acquisition Provider* shall not be compensated for work made necessary by *Acquisition Provider's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the “*Compensation Cap*”) is \$673,970.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Acquisition Provider* shall provide *the Hays County Auditor* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *the Hays County Auditor* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider’s invoice which was previously paid by *Acquisition Provider*.

ATTACHMENT A

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and HDR Engineering, Inc. (*the "Acquisition Provider"*).

Part 1. The *Acquisition Provider* will provide the following services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$673,970.00.

Part 3. Payment to the *Acquisition Provider* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on May 31, 2016, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ACQUISITION PROVIDER:
HDR Engineering, Inc.

COUNTY:
Hays County, Texas

By: _____
Signature

By: _____
Signature

Kelly Kaatz, P.E.
Printed Name

Printed Name

Senior Vice President
Title

Title

Date

Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Acquisition Provider
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

EXHIBIT A
SERVICES TO BE PROVIDED BY COUNTY

In addition to the services listed in the Agreement, the County will provide the following services:

1. Provide a Project Manager to coordinate all aspects of the Work Authorization.
2. Furnish available reference documents, information and project data needed for the work in this Contract.
3. Assist in the coordination with design engineers and property owners, as appropriate.
4. Provide timely reviews and approvals of required documentation.
5. Perform timely review and processing of monthly invoice submissions.

EXHIBIT B
SERVICES TO BE PROVIDED BY ACQUISITION PROVIDER

1.0 SERVICE REQUIREMENTS OF HDR: Scope of services shall include:

1.1 Project Administration: 46 Parcels

1.1.1 Communication

- 1.1.1.1 Provide summaries of project expenses including amounts authorized, amounts paid and budget forecasting.
- 1.1.1.2 Maintain current status reports of parcel and project activities and provide monthly to Hays County.
- 1.1.1.3 Provide schedule for ROW acquisition indicating anticipated start and end dates.
- 1.1.1.4 Participate in project review meetings at dates and times determined by Hays County.
- 1.1.1.5 Prepare initial property owner contact list for use in distribution of introduction letters.
- 1.1.1.6 Provide property owners with Notice of Intent to acquire letters and Landowner Bill of Rights CMRRR.

1.1.2 File Management: 46 Parcels

- 1.1.2.1 Primary project and parcel files will be kept in HDR's office.
- 1.1.2.2 Prepare invoices utilizing pre-approved payment submissions forms with supporting documentation.
- 1.1.2.3 Maintain records of payment amounts.
- 1.1.2.4 Maintain copies of correspondence and contacts with property owners.

1.2 Title Services/Closings: 46 parcels

- 1.2.1 Obtain preliminary title commitment or preliminary title search, and five-year sales data from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by Hays County and is not included in this scope of work.
- 1.2.2 Obtain title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by Hays County and is not included in this scope of work or fee schedule.
- 1.2.3 Assist in securing title insurance for parcels acquired, insuring acceptable title to Hays County. Written approval by Hays County required for any exception. Cost of title insurance to be paid by Hays County.
- 1.2.4 HDR will assist the Title Company in the curative work necessary to provide clear title to Hays County.

1.3 Right of Entry Services: NOT PRICED

- 1.4 Initial Appraisal: 41 parcels @ \$3,000.00; 4 parcels @ \$3,600.00; \$5,200.00 Total \$142,600.00
 - 1.4.1 Appraisers shall be selected from TxDOT's list of state approved fee appraisers.
 - 1.4.2 Obtain written permission from the owner to enter the property from which land is to be acquired. If either HDR or its' sub consultant, after diligent effort, is unable to obtain the necessary letter of permission from the property owner, a waiver must be obtained, in writing from Hays County. Maintain permission letters with appraisal reports.
 - 1.4.3 Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using forms similar to acceptable TxDOT forms.
 - 1.4.4 Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
 - 1.4.5 Prepare complete appraisal report for each parcel to be acquired in narrative form. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
 - 1.4.6 As necessary, prepare written notification to Hays County of any known environmental concerns associated with the ROW to be acquired, which could require environmental re-mediation.
 - 1.4.7 Completed appraisals will be administratively reviewed and approved by Hays County.

- 1.5 Initial Appraisal Review Service: 41 parcels @ \$1,500.00; 4 parcels @ \$1,700.00; 1 parcel @ \$2,500.00
 - 1.5.1 Review Appraiser shall be approved by Hays County.
 - 1.5.2 Review appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices.
 - 1.5.3 Prepare and submit to Hays County a review on a form approved by County Staff for each appraisal.

- 1.6 Appraisal Updates: NOT PRICED

- 1.7 Appraisal Review Updates: NOT PRICED

- 1.8 Negotiation Services: 46 parcels
 - 1.8.1 Analyze appraisal reports and confirms Hays County approved value prior to making offer for each parcel.
 - 1.8.2 Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
 - 1.8.3 Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
 - 1.8.4 Prepare the initial offer letter, purchase agreement and instrument of conveyance.
 - 1.8.5 The written offer and appraisal report will be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - 1.8.6 Contact each property owner or owner's designated representative, to present the written offer in person where practical and deliver appraisal report.
 - 1.8.7 Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - 1.8.8 Respond to property owner inquiries verbally and in writing within two business days.
 - 1.8.9 Prepare a separate negotiator contact report for each parcel.
 - 1.8.10 Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - 1.8.11 Transmit to Hays County any written counter offer from property owners including supporting documentation, and HDR recommendation with regard to counter offer.
 - 1.8.12 Prepare final offer letter, documents of conveyance as necessary and mail by certified mail, return receipt requested (CMRRR).
 - 1.8.13 Securing a Right of Entry or Possession and Use Agreement as part of general Negotiation Services.

- 1.9 Closing Services: 34 parcels
 - 1.9.1 Coordinate with Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary to request a check from Hays County.
 - 1.9.2 HDR will assist the Title Company in the curative work necessary to provide clear title to Hays County.
 - 1.9.3 Attend closings and provide support to the Title Company and Hays County.
 - 1.9.4 Record original instruments immediately after closing at the County Clerk's Office.
 - 1.9.5 All closing costs are paid by Hays County and are not included in this scope of work or fee schedule.

- 1.10 Relocation Services: Personal Property Only: 1 parcel
 - 1.10.1 Notify potential displacees of eligibility for relocation assistance.
 - 1.10.2 Contact and provide relocation assistance to property owners and tenants affected by acquisition of right of way. Complete a form similar to TxDOT form ROW-R-96, for displacees.
 - 1.10.3 Calculate replacement housing supplement benefits on a form similar to TxDOT Form ROW-R-107.
 - 1.10.4 Compute and submit request for relocation housing/rental supplement to Hays County for approval.
 - 1.10.5 Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package.
 - 1.10.6 After Hays County has acquired Title to the property, issue a 30 day letter to vacate.
 - 1.10.7 Perform a decent, safe, and sanitary inspection of the replacement housing.
 - 1.10.8 Prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves.
 - 1.10.9 Request moving estimates from moving companies as needed.
 - 1.10.10 Coordinate moves with displaced homeowners, business owners, and tenants and with moving companies.
 - 1.10.11 Maintain relocation contact logs.
 - 1.10.12 Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
 - 1.10.13 Process and compute increased interest payments as required.
 - 1.10.14 When moves exceed \$20,000, submit a moving plan for the business owner or tenant.
 - 1.10.15 Relocation agent shall be available for any appeals or hearings.
 - 1.10.16 Prepare relocation payment claim submissions for displacees on parcel.
 - 1.10.17 Deliver payments to displacees.

- 1.11 Condemnation Support Services 12 parcels
 - 1.11.1 Upon issuance of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - 1.11.2 Use the information from the Title Commitment to provide a list of interested parties to be joined in petition.
 - 1.11.3 Prepare a packet to include copies of the following documents: Commitment, Negotiator's Reports / Logs, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat (provide by the Hays County), Offer Letter, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to Hays County Attorney. Fee does not include expert witness testimony.

Additional Services – The following services if requested by Hays County will require a supplement to this professional services agreement

- Appraiser attending pre-hearing or pre-trial meetings and/or appearing or testifying as an expert witness in eminent domain proceedings.
- Appraiser preparing and providing testimony for a Special Commissioners Hearing.

**EXHIBIT C
WORK SCHEDULE**

**EXHIBIT D
FEE SCHEDULE**

HDR Engineering

Labor Category	Category Rates	2014 Labor Hours	2014 Labor Cost
Project Principal	\$ 200.00	-	\$ -
Project Manager	\$ 155.00	500	\$ 77,500.00
Acquisition Agent	\$ 125.00	736	\$ 92,000.00
Relocation Agent	\$ 155.00	16	\$ 2,480.00
Eniment Domain (ED)	\$ 130.00	222	\$ 28,860.00
Title / Closer	\$ 95.00	326	\$ 30,970.00
Administration / Tech	\$ 73.00	1,000	\$ 73,000.00
Total Labor Hours		2,800	
Total Labor Costs			\$ 304,810.00

Expenses	
Total Expense Costs	\$ 3,000.00

Appraisal Costs	Price per Parcel	Number of Parcels	Total Costs
<i>(Atrium Real Estate Services)</i>	\$ 3,000.00	41	\$ 123,000.00
<i>(per parcel service)</i>	\$ 3,600.00	4	\$ 14,400.00
	\$ 5,200.00	1	\$ 5,200.00
Appraisal Costs			\$ 142,600.00

Appraisal Reviews	Price per Parcel	Number of Parcels	Total Costs
<i>(HDR Engineering)</i>	\$ 1,500.00	41	\$ 61,500.00
<i>(per parcel service)</i>	\$ 1,700.00	4	\$ 6,800.00
	\$ 2,500.00	1	\$ 2,500.00
Appraisal Review Costs			\$ 70,800.00

Spitzer Associates

Labor Category	Category Rates	2014 Labor Hours	2014 Labor Cost
Acquisition Agent	\$ 125.00	736	\$ 92,000.00
Eniment Domain (ED)	\$ 130.00	216	\$ 28,080.00
Title / Closer	\$ 95.00	344	\$ 32,680.00
Total Labor Hours		1,297	
Total Labor Costs			\$ 152,760.00

Summary of Costs	
Labor	\$ 304,810.00
Expenses	\$ 3,000.00
Appraisal	\$ 142,600.00
Appraisal Review	\$ 70,800.00
Spitzer Associates	\$ 152,760.00
Total Fee	\$ 673,970.00

EXHIBIT II

HOURLY RATES

HDR Engineering, Inc Rates

1. Employee Classification 1.....	\$200.00	Project Principle
2. Employee Classification 2.....	\$155.00	Project Manager
3. Employee Classification 3.....	\$125.00	Acquisition Agent
4. Employee Classification 4.....	\$155.00	Relocation Agent
5. Employee Classification 5.....	\$130.00	Eminent Domain
6. Employee Classification 6.....	\$ 95.00	Title / Closer
7. Employee Classification 7.....	\$ 73.00	Admin / Tech

Spitzer Associates Rates

1. Employee Classification 1	\$125.00	Acquisition Agent
2. Employee Classification 2.....	\$130.00	Eminent Domain
3. Employee Classification 3	\$ 95.00	Title / Closer

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Acquisition Provider* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Acquisition Provider* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *Hays County Commissioners Court*.
4. In the event of any dispute over the classification of *Acquisition Provider's* services as either basic or additional services, the decision of the *Hays County Commissioners Court* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Acquisition Provider* shall complete all work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services or Exhibit C – Work Schedule of Attachment A – Work Authorization.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Acquisition Provider* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Acquisition Provider* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Acquisition Provider* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination *Acquisition Provider* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Acquisition Provider* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Acquisition Provider* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Acquisition Provider* of any and all rights or claims to collect the fee that *Acquisition Provider* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Acquisition Provider* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Acquisition Provider* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Acquisition Provider* unless requested by *County*.
2. During the period of suspension, *Acquisition Provider* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *Acquisition Provider* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Acquisition Provider* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Acquisition Provider's* Notice of Termination, *Acquisition Provider* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Acquisition Provider* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Acquisition Provider* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Acquisition Provider* of any and all rights or claims to collect the fee that *Acquisition Provider* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Acquisition Provider** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Acquisition Provider** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Acquisition Provider** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- B. **Acquisition Provider** will, in all solicitations or advertisements for employees placed by or on behalf of **Acquisition Provider**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. **Acquisition Provider** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Acquisition Provider's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. **Acquisition Provider** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.

- E. **Acquisition Provider** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- E. In the event of **Acquisition Provider's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Acquisition Provider** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- F. ***Acquisition Provider*** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. ***Acquisition Provider*** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event ***Acquisition Provider*** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by ***County*** or Federal Agency, ***Acquisition Provider*** may request ***County*** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, *Acquisition Provider* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). HAYS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 1,000,000.00 in the aggregate. *Acquisition Provider* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 1,000,000.00.
- E. In the event *Acquisition Provider* is self-insured in connection with any or all of the above-required insurance policies, *Acquisition Provider* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Acquisition Provider shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Acquisition Provider* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Acquisition Provider* hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Acquisition Provider* shall furnish *County* with a certification of coverage issued by the insurer. *Acquisition Provider* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *Hays County Commissioners Court*, and agreed to and hereby acknowledged by the *Acquisition Provider*, that no provision of this Professional Services Agreement shall be construed to require the *County* or *any agent of Hays County* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

SEE WORK AUTHORIZATION 1 -EXHIBIT B

STANDARD UTILITY AGREEMENT

District: Austin
Federal Project No.: N/A
ROW CSJ: 1754-02-019
Highway Project Letting Date: October 2014

U-Number: N/A
County: Hays
Highway: RM 1826
From: At Darden Hill Rd.
To:

This Agreement by and between Hays County, a political subdivision of the State of Texas ("**County**"), and Pedernales Electric Co-op., ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of two poles with appurtenances, approximately 592' of existing 3-phase distribution feeder from an existing easement into a new easement area; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

~~Alternatively, the **County** agrees to pay **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **County** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.~~

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – Hays-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – Hays-U-1A (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Pedernales Electric Co-op.
Name of Utility

By: *Virgil Maldonado*
Authorized Signature

Virgil Maldonado
Print or Type Name

Title: DIRECTOR of Operations

Date: 10/9/2014

HAYS COUNTY, TEXAS
Executed and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Hays County, Texas.
By: _____ <i>Authorized Signature</i>
Title: _____
Date: _____

Attachment “A”

Plans, Specifications, and Estimate

Please see attached Plan & Specification Sheets, and Itemized Estimates



Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH

Printed: 9/4/2014

X Coordinate:	3038029.00009514	Description:	Construction Measure Number:	
Y Coordinate:	10025122.0004934			
GPS N		Job Site:	Design Name:	RW_RU04_RM 1826 & DARDEN HILL
GPS W			Name & Address:	
County:		Date Letter Sent:	USC Location:	
City				Amount Due:
Substat:		Date Payment Recd:	Home Phone:	
Feeder:		Amount Recd:	Business Phone:	
Subdivision:		Directions:	Cell Phone:	
Phase:			Comments:	Appl Date:
Sect:		Eas Rec:	Released:	
Lot:			Completed By:	Staked By:
Block:		1 Gas Co:		Drawn By:
One Call:			1 CATV:	
One Call:		1 Water:		
1 Tel Co:			1 Wastewater:	
Communication				
Communication				



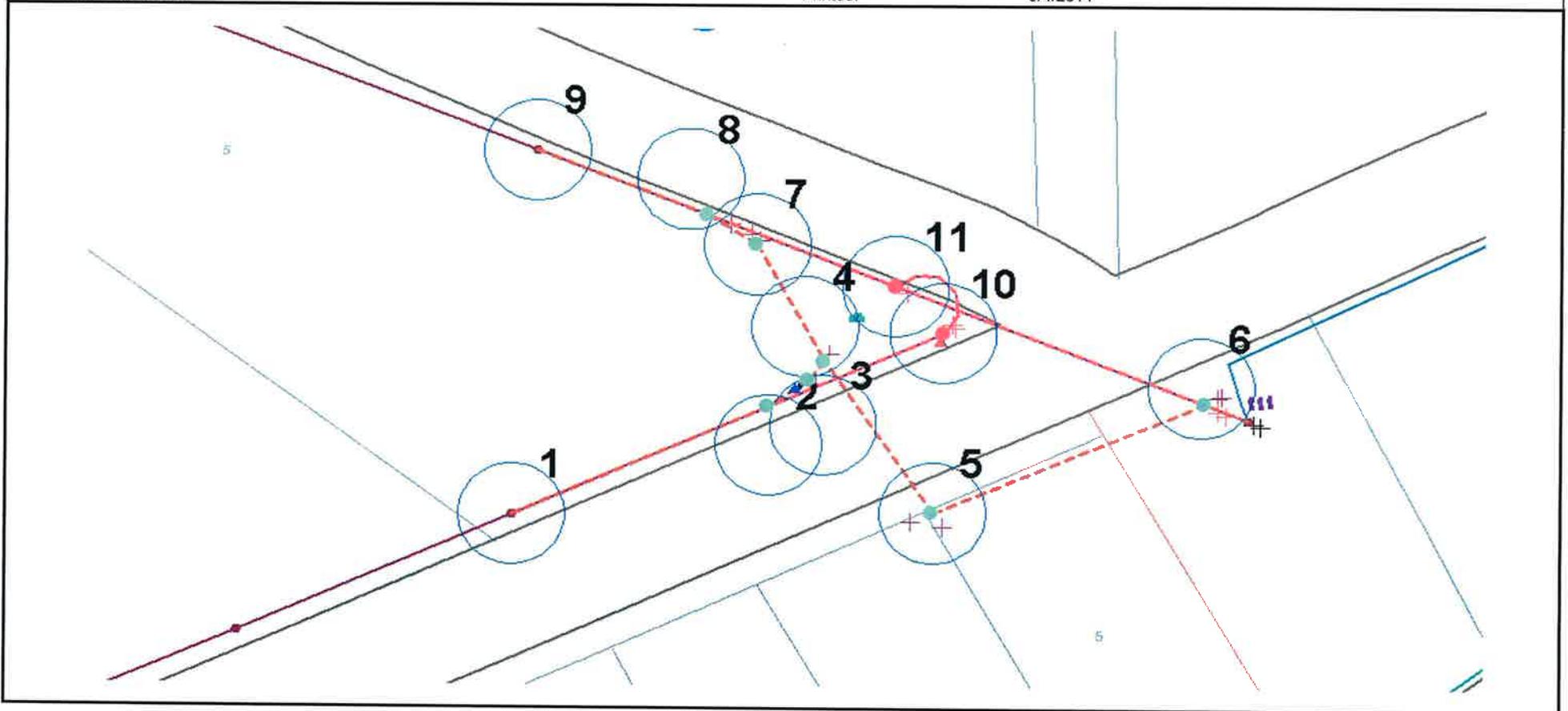
Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH

SAP Construction Measure Number:

Printed:

9/4/2014





Pedernales Electric Cooperative

ASSEMBLY UNITS REPORT

CM:
Printed: 9/4/2014

Location

Location Name	Function	Unit	Quantity	Work Crew	Description	Comments
1	INSTALL	O336 AAC	211	Same	OH Conductor 336 Aluminum	
1	INSTALL	O336 AAC	633	Same	OH Conductor 336 Aluminum	
1	REMOVE	O336 AAC	355	Same	OH Conductor 336 Aluminum	
1	REMOVE	O336 AAC	1064	Same	OH Conductor 336 Aluminum	
2	INSTALL	A5-3N	2	Same	1Ph Tap off an Existing Bolt Less Neutra	
2	INSTALL	A5-4	1	Same	1Ph Tap off an Existing Bolt with Ridge	
2	INSTALL	C7-7	1	Same	3Ph Deadend #795 AAC	
2	INSTALL	E1-2	2	Same	Un-grounded Single Down Guy	
2	INSTALL	F1-3	2	Same	Anchor 3/4" x 8' rod 10k pound anchor	
2	INSTALL	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"	
2	INSTALL	M42-13	8	Same	Deadend Assembly #336	
2	INSTALL	M5-2	1	Same	Pole top pin and insulator	
2	INSTALL	M5-5	2	Same	Cross arm pin and insulator Drop in	
2	INSTALL	O336 AAC	37	Same	OH Conductor 336 Aluminum	
2	INSTALL	O336 AAC	110	Same	OH Conductor 336 Aluminum	
2	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood	
2	INSTALL	POLE SET -	1	Same	Pole Set - 7.5 cubic ft	
3	INSTALL	C2-2	1	Same	3Ph Small Angle #1-0 ACSR #336 or 795 AA	
3	INSTALL	E1-2	1	Same	Un-grounded Single Down Guy	
3	INSTALL	F1-3	1	Same	Anchor 3/4" x 8' rod 10k pound anchor	
3	INSTALL	G10DV	1	Same	Tran OH DV 120/240 10 1 Bush	
3	INSTALL	G135	1	Same	1Phase Transformer Pre-mounted arrester	
3	INSTALL	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"	
3	INSTALL	M5-23.3.1	1	Same	Stirrup Hot Line #336	
3	INSTALL	O336 AAC	20	Same	OH Conductor 336 Aluminum	
3	INSTALL	O336 AAC	59	Same	OH Conductor 336 Aluminum	
3	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood	
3	INSTALL	POLE SET -	1	Same	Pole Set - 7.5 cubic ft	
3	INSTALL	ZM5-15B	1	Same	18" 3 position fbrgls Standoff Bracket	
3	INSTALL (LABOR ONLY)	M8-10	1	Same	LO: Meter Loop Underground Service	
4	INSTALL	C1-3	1	Same	3Ph Tangent Double Support with Saddle P	
4	INSTALL	C7-7	1	Same	3Ph Deadend #795 AAC	
4	INSTALL	E1-2	2	Same	Un-grounded Single Down Guy	
4	INSTALL	F1-3	2	Same	Anchor 3/4" x 8' rod 10k pound anchor	
4	INSTALL	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"	
4	INSTALL	M42-13	4	Same	Deadend Assembly #336	
4	INSTALL	M5-5	1	Same	Cross arm pin and insulator Drop in	
4	INSTALL	O336 AAC	146	Same	OH Conductor 336 Aluminum	
4	INSTALL	O336 AAC	438	Same	OH Conductor 336 Aluminum	
4	INSTALL	O336 AAC	106	Same	OH Conductor 336 Aluminum	
4	INSTALL	O336 AAC	318	Same	OH Conductor 336 Aluminum	
4	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood	
5	INSTALL	C7-7	2	Same	3Ph Deadend #795 AAC	

5	INSTALL	E1-2	4	Same	Un-grounded Single Down Guy
5	INSTALL	F1-3	4	Same	Anchor 3/4" x 8' rod 10k pound anchor
5	INSTALL	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"
5	INSTALL	M42-13	8	Same	Deadend Assembly #336
5	INSTALL	M5-5	2	Same	Cross arm pin and insulator Drop in
5	INSTALL	O336 AAC	222	Same	OH Conductor 336 Aluminum
5	INSTALL	O336 AAC	665	Same	OH Conductor 336 Aluminum
5	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood
6	INSTALL	C7-7	2	Same	3Ph Deadend #795 AAC
6	INSTALL	E1-2	2	Same	Un-grounded Single Down Guy
6	INSTALL	F1-4	2	Same	Anchor 1" x 10' rod 16k-40k pound anch
6	INSTALL	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"
6	INSTALL	M42-13	8	Same	Deadend Assembly #336
6	INSTALL	M5-5	2	Same	Cross arm pin and insulator Drop in
6	INSTALL	O336 AAC	34	Same	OH Conductor 336 Aluminum
6	INSTALL	O336 AAC	103	Same	OH Conductor 336 Aluminum
6	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood
7	INSTALL	A5-3N	2	Same	1Ph Tap off an Existing Bolt Less Neutra
7	INSTALL	A5-4	1	Same	1Ph Tap off an Existing Bolt with Ridge
7	INSTALL	C7-7	1	Same	3Ph Deadend #795 AAC
7	INSTALL	E1-2	2	Same	Un-grounded Single Down Guy
7	INSTALL	F1-3	2	Same	Anchor 3/4" x 8' rod 10k pound anchor
7	INSTALL	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"
7	INSTALL	M42-13	8	Same	Deadend Assembly #336
7	INSTALL	M5-2	1	Same	Pole top pin and insulator
7	INSTALL	M5-5	2	Same	Cross arm pin and insulator Drop in
7	INSTALL	O336 AAC	44	Same	OH Conductor 336 Aluminum
7	INSTALL	O336 AAC	133	Same	OH Conductor 336 Aluminum
7	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood
7	INSTALL	POLE SET -	1	Same	Pole Set - 7.5 cubic ft
8	INSTALL	A5-3N	2	Same	1Ph Tap off an Existing Bolt Less Neutra
8	INSTALL	A5-4	1	Same	1Ph Tap off an Existing Bolt with Ridge
8	INSTALL	C7-7	1	Same	3Ph Deadend #795 AAC
8	INSTALL	E1-2	2	Same	Un-grounded Single Down Guy
8	INSTALL	F1-3	2	Same	Anchor 3/4" x 8' rod 10k pound anchor
8	INSTALL	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"
8	INSTALL	M42-13	8	Same	Deadend Assembly #336
8	INSTALL	M5-2	1	Same	Pole top pin and insulator
8	INSTALL	M5-5	2	Same	Cross arm pin and insulator Drop in
8	INSTALL	O336 AAC	137	Same	OH Conductor 336 Aluminum
8	INSTALL	O336 AAC	412	Same	OH Conductor 336 Aluminum
8	INSTALL	P50-1	1	Same	Pole Dist 50 Ft Class 1 Wood
8	INSTALL	POLE SET -	1	Same	Pole Set - 7.5 cubic ft
9	REMOVE	O336 AAC	289	Same	OH Conductor 336 Aluminum
9	REMOVE	O336 AAC	868	Same	OH Conductor 336 Aluminum
10	REMOVE	C7	1	Same	3Ph Deadend #4 ACSR or 1-0 ACSR & #336 A
10	REMOVE	C7-7	1	Same	3Ph Deadend #795 AAC
10	REMOVE	E1-2	2	Same	Un-grounded Single Down Guy
10	REMOVE	F1-3	2	Same	Anchor 3/4" x 8' rod 10k pound anchor
10	REMOVE	G10DV	1	Same	Tran OH DV 120/240 10 1 Bush
10	REMOVE	G135	1	Same	1Phase Transformer Pre-mounted arrester
10	REMOVE	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"
10	REMOVE	M42-13	8	Same	Deadend Assembly #336
10	REMOVE	M5-23.3.1	1	Same	Stirrup Hot Line #336
10	REMOVE	M5-5	2	Same	Cross arm pin and insulator Drop in

10	REMOVE	O336 AAC	88	Same	OH Conductor 336 Aluminum
10	REMOVE	O336 AAC	264	Same	OH Conductor 336 Aluminum
10	REMOVE	P45-4	1	Same	Pole Dist 45 Ft Class 4 Wood
10	REMOVE (LABOR ONLY)	M8-10	1	Same	LO: Meter Loop Underground Service
11	REMOVE	A5-3N	2	Same	1Ph Tap off an Existing Bolt Less Neutra
11	REMOVE	A5-4	1	Same	1Ph Tap off an Existing Bolt with Ridge
11	REMOVE	C7	2	Same	3Ph Deadend #4 ACSR or 1-0 ACSR & #336 A
11	REMOVE	E1-2	2	Same	Un-grounded Single Down Guy
11	REMOVE	F1-3	2	Same	Anchor 3/4" x 8' rod 10k pound anchor
11	REMOVE	M2-2	1	Same	Pole Grnd Butt Plate NESC "Made Ground"
11	REMOVE	M42-13	12	Same	Deadend Assembly #336
11	REMOVE	M5-5	4	Same	Cross arm pin and insulator Drop in
11	REMOVE	O336 AAC	285	Same	OH Conductor 336 Aluminum
11	REMOVE	O336 AAC	855	Same	OH Conductor 336 Aluminum
11	REMOVE	P45-4	1	Same	Pole Dist 45 Ft Class 4 Wood

Summary

Unit	Function	Quantity	Description
A5-3N	INSTALL	6	1Ph Tap off an Existing Bolt Less Neutra
A5-3N	REMOVE	2	1Ph Tap off an Existing Bolt Less Neutra
A5-4	INSTALL	3	1Ph Tap off an Existing Bolt with Ridge
A5-4	REMOVE	1	1Ph Tap off an Existing Bolt with Ridge
C1-3	INSTALL	1	3Ph Tangent Double Support with Saddle P
C2-2	INSTALL	1	3Ph Small Angle #1-0 ACSR #336 or 795 AA
C7	REMOVE	3	3Ph Deadend #4 ACSR or 1-0 ACSR & #336 A
C7-7	INSTALL	8	3Ph Deadend #795 AAC
C7-7	REMOVE	1	3Ph Deadend #795 AAC
E1-2	INSTALL	15	Un-grounded Single Down Guy
E1-2	REMOVE	4	Un-grounded Single Down Guy
F1-3	INSTALL	13	Anchor 3/4" x 8' rod 10k pound anchor
F1-3	REMOVE	4	Anchor 3/4" x 8' rod 10k pound anchor
F1-4	INSTALL	2	Anchor 1" x 10' rod 16k-40k pound anch
G10DV	INSTALL	1	Tran OH DV 120/240 10 1 Bush
G10DV	REMOVE	1	Tran OH DV 120/240 10 1 Bush
G135	INSTALL	1	1Phase Transformer Pre-mounted arrester
G135	REMOVE	1	1Phase Transformer Pre-mounted arrester
M2-2	INSTALL	7	Pole Grnd Butt Plate NESC "Made Ground"
M2-2	REMOVE	2	Pole Grnd Butt Plate NESC "Made Ground"
M42-13	INSTALL	44	Deadend Assembly #336
M42-13	REMOVE	20	Deadend Assembly #336
M5-2	INSTALL	3	Pole top pin and insulator
M5-23.3.1	INSTALL	1	Stirrup Hot Line #336
M5-23.3.1	REMOVE	1	Stirrup Hot Line #336
M5-5	INSTALL	11	Cross arm pin and insulator Drop in
M5-5	REMOVE	6	Cross arm pin and insulator Drop in
M8-10	INSTALL (LABOR ONLY)	1	LO: Meter Loop Underground Service
M8-10	REMOVE (LABOR ONLY)	1	LO: Meter Loop Underground Service
O336 AAC	INSTALL	3829	OH Conductor 336 Aluminum
O336 AAC	REMOVE	4067	OH Conductor 336 Aluminum
P45-4	REMOVE	2	Pole Dist 45 Ft Class 4 Wood
P50-1	INSTALL	7	Pole Dist 50 Ft Class 1 Wood
POLE SET - 7	INSTALL	4	Pole Set - 7.5 cubic ft
ZM5-15B	INSTALL	1	18" 3 position fbrgl's Standoff Bracket



STATEMENT OF CHARGES

Oak Hill District

9115 Circle Drive
 Austin, Texas 78736
 512-868-4791 x7920

RE: Darden Hill Rd. & RM 1826 Intersection Improvements

RECIPIENT:

Name Travis County
 Address
 City, State, ZIP Austin, Texas

STATEMENT DATE | October 13, 2014

Sales Tax Rate:

Exempt

DESCRIPTION	Quantity	AMOUNT	LABOR	MATERIAL	
INSTALL					
A5-3N	6	\$1,020.73	\$899.97	\$120.76	
A5-4	3	\$874.50	\$749.94	\$124.56	
C1-3	1	\$739.62	\$362.48	\$377.14	
C2-2	1	\$984.41	\$549.97	\$434.44	
C7-7	8	\$5,660.63	\$3,999.80	\$1,660.83	
E1-2	15	\$2,809.18	\$2,062.42	\$746.76	
F1-3	13	\$3,115.14	\$2,762.35	\$352.79	
F1-4	2	\$1,500.33	\$1,349.91	\$150.42	
G10DV	1	\$1,474.38	\$649.97	\$824.41	
G135	1	\$145.76	\$62.53	\$83.23	
M2-2	7	\$1,435.60	\$612.48	\$823.12	
M42-13	44	\$4,805.88	\$4,399.81	\$406.07	
M5-2	3	\$251.69	\$187.51	\$64.18	
M5-23.3.1	1	\$77.68	\$62.53	\$15.15	
M5-5	11	\$940.05	\$687.49	\$252.56	
O336AAC	4000'	\$10,182.99	\$7,974.67	\$2,208.32	
P50-1	7	\$9,838.39	\$4,287.28	\$5,551.11	
POLE SET-7.5 CUB	5	\$457.33	\$62.53	\$394.80	
ZM5-15B	1	\$104.63	\$75.02	\$29.61	
REMOVAL					
A5-3N	2	\$174.99	\$174.99	\$0.00	
A5-4	1	\$137.47	\$137.47	\$0.00	
C7	3	\$899.97	\$899.97	\$0.00	
C7-7	1	\$274.99	\$274.99	\$0.00	
E1-2	4	\$400.00	\$400.00	\$0.00	
F1-3	4	\$249.99	\$249.99	\$0.00	
G10DV	1	\$337.49	\$337.49	\$0.00	
G135	1	\$49.99	\$49.99	\$0.00	
M2-2	2	\$125.00	\$125.00	\$0.00	
M42-13	20	\$999.95	\$999.95	\$0.00	
M5-23.3.1	1	\$37.49	\$37.49	\$0.00	
M5-5	6	\$224.97	\$224.97	\$0.00	
M8-10	2	\$375.02	\$375.02	\$0.00	
O336AAC	4000'	\$5,084.82	\$5,084.82	\$0.00	
P45-4	2	\$549.97	\$549.97	\$0.00	
Consulting / Survey					
Lamar Technical Servies, Inc.		\$8,840.00			
		SUBTOTAL	\$56,341.03	\$41,720.77	\$14,620.26
		TAX	\$0.00	\$0.00	\$0.00

\$65,181.03 ✓

ARC 10/19/14

DIRECT ALL INQUIRIES TO:
 Pedro Estrada
 512-394-9136 x7920
Pedro.Estrada@peci.com



LAMAR TECHNICAL SERVICES, INC.
2000 Windy Terrace, 3A Cedar Park, Texas 78613

Phone: (512) 996-8630
Fax: (512) 250-2971
ltsi@austin.rr.com

Pedernales Electric Cooperative, Inc.

2014 RATE SCHEDULE

<u>Classification</u>	<u>Hourly Cost</u>
Technician I	\$70.00
Technician II	\$55.00
Technician III	\$30.00

Additional Costs

GPS Equipment	No Charge
Computer Time	No Charge
Software Expenses	No Charge
Vehicle Expenses	No Charge
Meal Expenses	No Charge
Phone Expenses	No Charge
Survey Equipment	No Charge
Hotel Expenses	No Charge

Please note that we will not have additional charges for any set up, travel, administrative, or other incidental costs.

Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
U-NUMBER: N/A
Lamar Technical Services, Inc.
RM 1826 & Darden Hill Road
ROWCSJ: 1754-02-019

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	\$	\$
Engineering	1	Construction Drawings - Designer I	Hourly	35	\$70.00	\$2,450.00
	2	Field Staking - Line Staking Agent I	Hourly	14	\$70.00	\$980.00
	3	Field Staking - Line Staking Agent III	Hourly	14	\$30.00	\$420.00
	4	Staking Sheets - Line Staking Agent I	Hourly	8	\$70.00	\$560.00
	5	GPS Mapping - Technician I	Hourly	10	\$70.00	\$700.00
	6	GPS Mapping - Technician III	Hourly	10	\$30.00	\$300.00
	7	Easement Research - Right-Of-Way Agent	Hourly	15	\$70.00	\$1,050.00
	8	Easement Develoment - Right-Of-Way Agent	Hourly	18	\$70.00	\$1,260.00
	9	Easement Acquisition - Right-Of-Way Agent	Hourly	16	\$70.00	\$1,120.00
	10	Hotel Expense	Daily	0	\$0.00	\$0.00
TOTALS					\$ 8,840.00	

Attachment “B”

Utility’s Accounting Method

For this project, the Utility selects the following method for developing utility relocation costs;

- Actual Cost Method of Accounting: Utility Accumulates costs under work order accounting procedures prescribed by the Federal or State regulatory body; and the utility proposes to request reimbursement for actual direct and related indirect costs.
- Lump Sum Method of Accounting: Utility proposes to request reimbursement based upon an agreed lump sum amount supported by a detailed cost analysis.

Attachment “C”

Utility’s Schedule of Work and Estimated Date of Completion

The following scheduling are projections upon the receipt of an executed agreement from Hays County:

Start Date: Approximately two weeks after fully executed agreements are received

Construction Days: Approximately 4 weeks

Estimated Date of Completion: Approximately 6 weeks after fully executed agreements are received

Attachment “D”

Statement Covering Contract Work

Please see attached Form ROW-U-48.

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)
Agreement No. _____

County: Hays
Federal Project No.: N/A

ROW CSJ No. 1754-02-019
Construction CSJ No.

I, VIRGIL Maldonado, a duly authorized and qualified representative of Pedernales Electric Cooperative, Inc., hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for Owner to contract this adjustment, or Owner is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate. Therefore the work will be contracted through one of the methods described below. Notwithstanding the contracting for such work, Owner shall remain liable for the proper conduct of the work and for assuring that it is performed timely and in accordance with the estimate and the specifications previously provided, or to be provided by Hays County, hereinafter referred to as the **County**.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specification for the work to be performed. Such presently known contractors are listed below.
 - 1.
 - 2.
 - 3.
- C. The work is to be performed under an existing, continuing contract under which certain work is regularly performed for Owner and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract, give detailed information by attachment hereto.)
- D. The Utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the preliminary estimate in order to obtain the concurrence of the County prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specification, with the consent of the County, will be included in the construction contract awarded by the State.

OWNER: PEDERNALES ELECTRIC COOPERATIVE, INC.

By: *Virgil Maldonado*
Signature
DIRECTOR of Operations
Title
10/9/14
Date

Attachment “F”

Eligibility Ratio

PEDERNALES ELECTRIC COOPERATIVE
Darden Hill Rd. & RM 1826 Intersection Improvement Project

DATE: 8/18/2014

ELIGIBILITY RATIO SUMMARY
PEDERNALES ELECTRIC COOPERATIVE

SHEET No. & Sta. Limits	POWER POLE QUANTITY		
	Non-Eligible	Eligible	Poles Outside of Project
Sheet 1 of 1 & 25+00 - 29+00	0	2	0
TOTAL =	0	2	0

Eligible = 2
Non-Eligible = 0
GRAND TOTAL = 2

ELIGIBILITY RATIO = **100.00%**

Attachment “G”

Betterment Calculations and Estimate

There is no betterment on this project.

Attachment “H”

Proof of Property Interests

Form 21 P
REV. 1/68

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

County of HARRIS

That the undersigned EUGENE HEIDEMAN

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of HAYS, State of Texas, and more particularly described as follows:

A tract of land located approximately 14 miles NORTHWEST
from the town of BUDA, TEXAS (Show direction above), and bounded

on the north by land owned by:
DARDEN HILL ROAD;

on the south by land owned by:
R. L. STRUHALL;

on the east by land owned by:
FM 1826;

and on the west by land owned by:
TOM PENICK;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

NONE

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 27TH day of

APRIL, 1982

Sealed and delivered in the presence of:

Sheila Sawyer
(Witness)

Eugene Heideman
OWNER OF PROPERTY

I..S.

05825369A

57-37-71-67

Heideman, Eugene

NOTARIZE ON BACK

THE STATE OF TEXAS

County of HARRIS

BEFORE ME, _____ a Notary Public in and for

HARRIS County, Texas, on this day personally appeared

EUGENE HELDENMAN

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of APRIL, A. D. 82

Sharon L. Gray
Notary Public HARRIS County, Texas.

THE STATE OF TEXAS

County of _____

BEFORE ME, _____ a Notary Public in and for _____ County, Texas, on this day personally appeared _____

known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duly sworn by me stated on oath that he saw _____

_____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19 _____

Notary Public _____ County, Texas

THE STATE OF TEXAS

County of _____

BEFORE ME, _____ a Notary Public in and for

_____ County, Texas, on this day personally appeared _____

wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19 _____

Notary Public _____ County, Texas.

THE STATE OF TEXAS

County of _____

BEFORE ME, _____ a Notary Public in and for

_____ County, Texas, on this day personally appeared _____

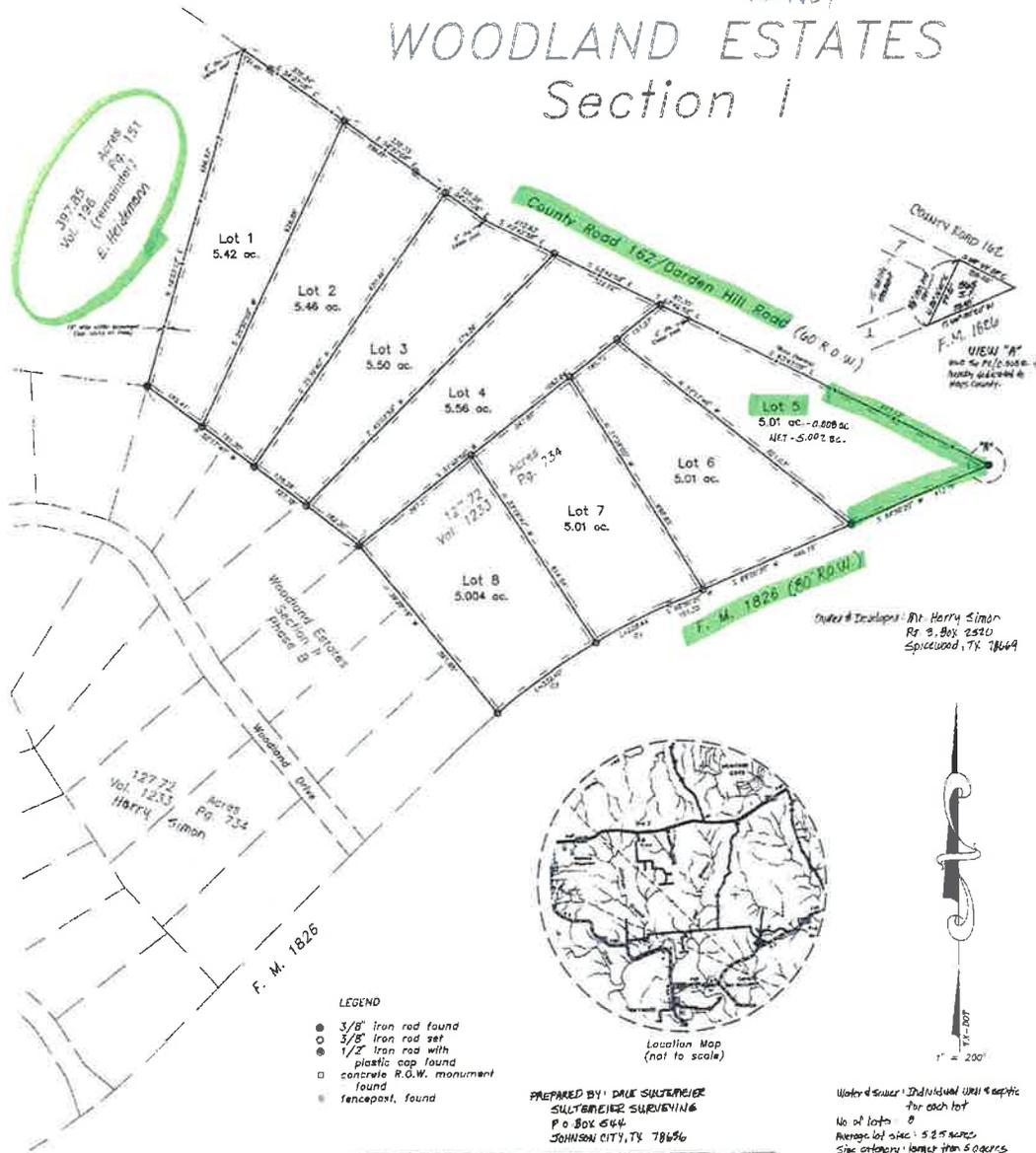
President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

Notary Public _____ County, Texas.

977434

WOODLAND ESTATES Section 1



- LEGEND**
- 3/8" iron rod found
 - 3/8" iron rod set
 - ⊖ 1/2" iron rod with plastic cap found
 - concrete R.G.W. monument found
 - fencepost, found

PREPARED BY: DALE SUTNER
SUTNER SURVEYING
P.O. BOX 454
JOHNSON CITY, TX 78656

Water & sewer: Individual unit & septic for each lot
No. of lots: 8
Average lot size: 5.25 acres
Site category: larger than 5.0 acres
Utility Providers
Telephone: GTS
Electric: Pedernales Electric Coop, Inc

NOTE: This subdivision is in the Dripping Springs Independent School District.

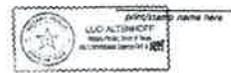
STATE OF TEXAS :
COUNTY OF HAYS : KNOW ALL MEN BY THESE PRESENTS:

That I, owner of a 177.72 acre tract of land which comprises part of the Freeborn Woody Survey and part of the F. A. O. Garlick Survey, both situated in Hays County, Texas, being that property conveyed to me by deed recorded in Volume 1233, Page 224 et seq. of the Official Public Records of said County; do hereby subdivide 41.57 acres out of the said 177.72 acre tract, being entirely in the said F. A. O. Garlick Survey, to be known as "WOODLAND ESTATES, Section 1" in accordance with the plat shown hereon, subject to any and all assessments and restrictions hereinafter granted, and do hereby dedicate to the owners of the property shown hereon the use of the streets and easements shown hereon.

Harry Simon
owner

This instrument was acknowledged before me on Aug 26, A.D. 1997

My Commission Expires Aug 26, 1998



Commissioners Court:

In approving this plat by the Commissioners Court of Hays County, Texas, it is understood that the building of all streets, roads and other public thoroughfares, sidewalks and showes on this plat, and all bridges or culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares, or in connection therewith, shall be the responsibility of the owner and/or the developer of the tract of land covered by this plat in accordance with plans and specifications approved by the Commissioners Court of Hays County, Texas, and the Commissioners Court of Hays County, Texas, and the Commissioners Court of Hays County, Texas, shall be bound to construct and maintain the same, and to keep the same in good and safe condition at all times.

I, Marge T. Vilasovich, Clerk of the Court, County of Hays County, Texas do hereby certify that on the 26th day of August, A.D. 1997, the Commissioners Court of Hays County, Texas passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of said court in Book _____ Page(s) _____

Witness my hand and seal of the County Court of said County this 26th day of August, A.D. 1997.

Marge T. Vilasovich
Marge T. Vilasovich, Clerk, County Court, Hays County, Texas



Edy Chelanga
Edy Chelanga, County Judge, Hays County, Texas

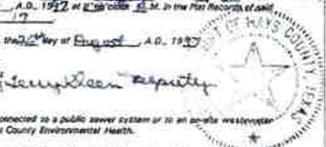
The State of Texas

County of Hays

I, Marge T. Vilasovich, Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing, with its certificate of authentication was filed for record in my office on the 26th day of August, A.D. 1997 at 2:00 o'clock P.M., and duly recorded on this 26th day of August, A.D. 1997 in Book 1233 at Page 224 in the Public Records of said County and State, in the Plat Book No. 8, Page(s) 17.

Witness my hand and seal of office of the County Clerk, this 26th day of August, A.D. 1997.

Marge T. Vilasovich
Marge T. Vilasovich, County Clerk, Hays County, Texas



No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Environmental Health.

No construction of other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

No structure in this subdivision shall be occupied until connected to an individual water supply or a state approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.

Alan G. Wiltcher
Alan G. Wiltcher, Hays County Health Department

8/26/97
date

This subdivision is not within the Edwards Aquifer Recharge Zone according to the base map compiled from U.S. Geological Survey and released by the Texas Department of Water Resources in December 1996.

This subdivision is within the Extra Territorial Jurisdiction of the City of Dripping Springs, Texas.

This subdivision is not shown in a Special Flood Hazard Area on FEMA for Hays County, Texas, Community Panel No. 480321 008 B, effective date: June 16, 1993.

I, Dale Allen Suter, a Registered Professional Land Surveyor, do hereby certify that this plat is true and correctly made and was prepared from an actual on the ground survey made under my direction and supervision.

Dale Allen Suter
Dale Allen Suter
Registered Professional Land Surveyor
No. 4502 - State of Texas



PHOTOGRAPHIC MYLAR

ATTACHMENT "I"
(to be used only for Inclusion in Highway Construction Contract)
Not Applicable

In the best interest of both the **County** and the **Utility**, the **Utility** requests the **County** to include the plans and specifications for this work in the general contract for construction of Highway _____ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **County or State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: _____
Name of Utility

By: _____
Authorized Signature

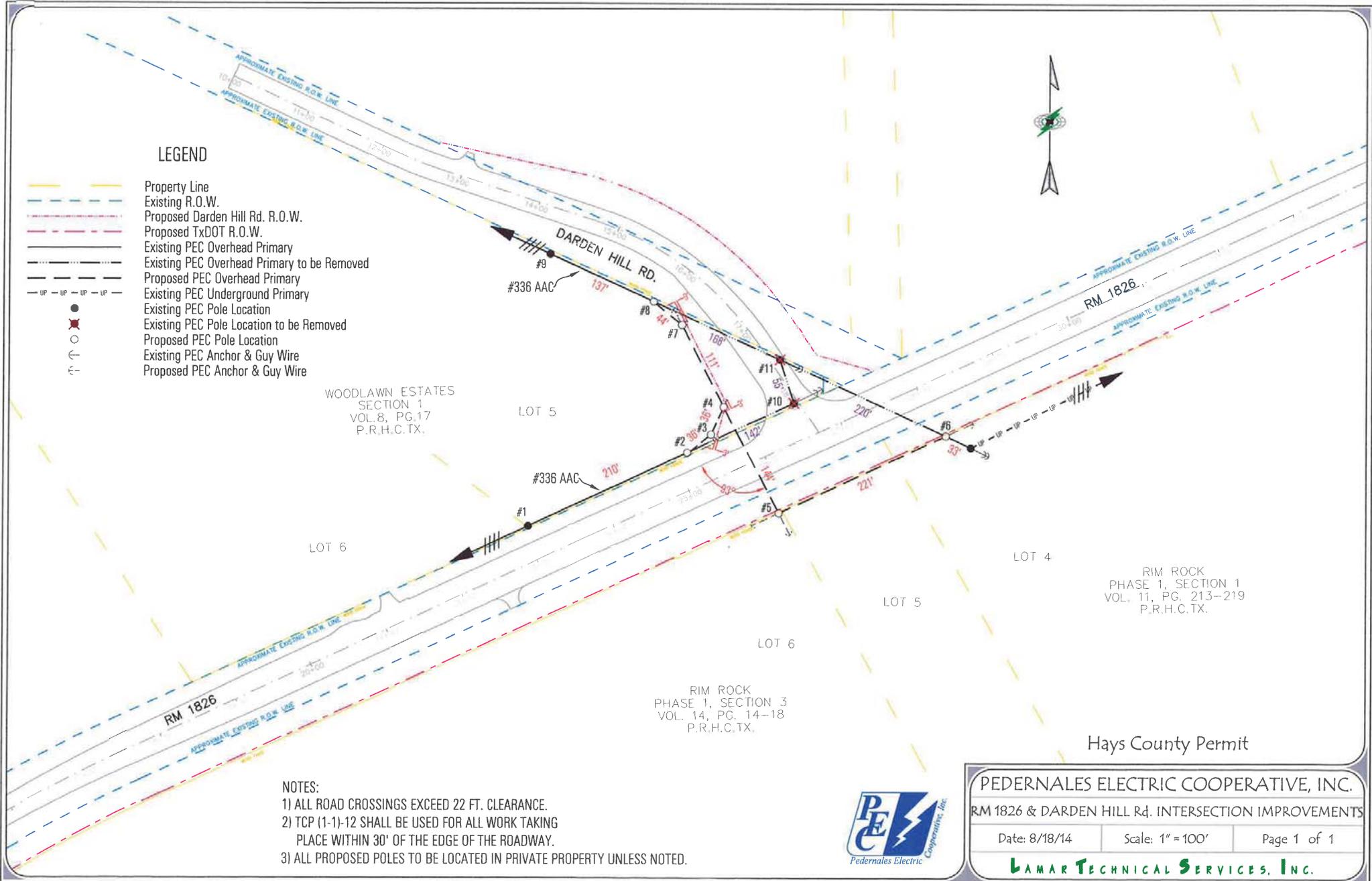
Print or Type Name

Title: _____

Date: _____

LEGEND

-  Property Line
-  Existing R.O.W.
-  Proposed Darden Hill Rd. R.O.W.
-  Proposed TxDOT R.O.W.
-  Existing PEC Overhead Primary
-  Existing PEC Overhead Primary to be Removed
-  Proposed PEC Overhead Primary
-  Existing PEC Underground Primary
-  Existing PEC Pole Location
-  Existing PEC Pole Location to be Removed
-  Proposed PEC Pole Location
-  Existing PEC Anchor & Guy Wire
-  Proposed PEC Anchor & Guy Wire



WOODLAWN ESTATES
SECTION 1
VOL. 8, PG. 17
P.R.H.C. TX.

RIM ROCK
PHASE 1, SECTION 1
VOL. 11, PG. 213-219
P.R.H.C. TX.

RIM ROCK
PHASE 1, SECTION 3
VOL. 14, PG. 14-18
P.R.H.C. TX.

- NOTES:**
- 1) ALL ROAD CROSSINGS EXCEED 22 FT. CLEARANCE.
 - 2) TCP (1-1)-12 SHALL BE USED FOR ALL WORK TAKING PLACE WITHIN 30' OF THE EDGE OF THE ROADWAY.
 - 3) ALL PROPOSED POLES TO BE LOCATED IN PRIVATE PROPERTY UNLESS NOTED.



Hays County Permit

PEDERNALES ELECTRIC COOPERATIVE, INC.		
RM 1826 & DARDEN HILL Rd. INTERSECTION IMPROVEMENTS		
Date: 8/18/14	Scale: 1" = 100'	Page 1 of 1
LAMAR TECHNICAL SERVICES, INC.		

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Call for a public hearing on December 9, 2014 related to the improvements of Boulder Bluff in Precinct 4 pursuant to Chapter 253 of the Texas Transportation Code, and acknowledge the Office of General Counsel published notice of said hearing.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 4, 2014	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Whisenant	WHISENANT	N/A

SUMMARY

Commissioner of Precinct 4 proposes to have public meeting to address questions and concerns citizens may have related to this project. Additional information may be provided in court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Call for a public hearing on December 9, 2014 related to the improvements of Mountain Crest Subdivision in Precinct 3 pursuant to Chapter 253 of the Texas Transportation Code, and acknowledge the Office of General Counsel published notice of said hearing.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 4, 2014	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

Commissioner of Precinct 3 proposes to have public hearing to address questions and concerns citizens may have related to this project. Additional information may be provided in court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to re-structure the Hays County Veteran's Office staff, re-grading the current Veteran's Services Officer, slot 0915-001 from a grade 110 to 112; and re-titling the Administrative Assistant I, slot 0273-024 to Assistant Veteran's Services Officer re-grading from a 106 to a 108 at the 26th percentile, and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 4, 2014	\$7,188

LINE ITEM NUMBER

001-720-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

See attached budget amendment

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Jude Prather, Veteran Service Officer	INGALSBE	CONLEY

SUMMARY

Veteran Service Officer:

The Veteran Service Officer is currently a grade 110 at a salary of \$37,877. HR has analyzed the structure of the department and supports a re-grade of the VSO to grade 112 at the minimum of \$40,441. The current market supports this salary.

Asst. Veteran Service Officer:

A salary of \$31,210 for the administrative position within the Veterans Service Office is budgeted for FY 2015. The administrative position became vacant due to retirement. The department head requests the position be re-graded to a grade 108 and titled Assistant Veteran Service Officer. It is also requested that the employee hired to fill the position be placed at \$31,213 (26th percentile) which will more adequately reflect the high technical expertise and prior experience of the employee.

Additional funds are needed to cover the Salary Increases, the Admin I October double-fill and the accrual payout. County-Wide Salary Adjustment funds for temporary help/hiring above the minimum will be used to fund this request.

See attached budget impact calculations and back-up material.

Hays County - Veteran's Services Office
Proposed Re-structure

<u>Position</u>	<u>Grade</u>	<u>Budgeted Salary</u>	<u>Fringe</u>	<u>Total</u>
<i>Current Structure:</i>				
VSO	110	37,877	7,450	45,327
Admin I	106	31,210	6,139	37,349
VSO Driver - P/T	106	<u>17,680</u>	<u>3,478</u>	<u>21,158</u>
		86,767	17,067	103,834

<u>Position</u>	<u>Grade</u>	<u>Requested Salary</u>	<u>Fringe</u>	<u>Total</u>
<i>Proposed Structure:</i>				
VSO (re-grade at minimum)	112	40,441	7,955	48,396
Asst VSO (re-grade at 26%)	108	31,213	6,140	37,353
VSO Driver - P/T (same)	106	<u>17,680</u>	<u>3,478</u>	<u>21,158</u>
		89,334	17,572	106,906

FISCAL IMPACT:

Salary Increases	3,072
October Double-fill	2,167
Accrual Payout	1,949
Funds Required	<u><u>7,188</u></u>

p:/vickie/budget calcs/vso re-org

HAYS COUNTY JOB DESCRIPTION

Job Code: 0917
Grade: 106
FLSA: Nonexempt

Prepared by: Human Resources
Date Prepared: October 2007
Date Revised: 03/09, 09/11, 09/14

ASSISTANT VETERANS SERVICE OFFICER

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Under immediate supervision, the Assistant Veterans Service Officer performs moderately complex administrative and clerical support in the Veterans Service Office. The work involves data entry, daily customer relations, filing, word-processing, and mail distribution.

Responsibilities

- Assists veterans, surviving spouses and/or children to establish eligibility for a pension, compensation or dependency indemnity compensation, or other benefits; and performs complex work including obtaining required veteran documentation, accurate filing, maintenance of veteran records, and research of veteran information.
- Interprets and explains Department of Veteran Affairs decisions, laws, and regulations in response to filing for veteran benefits, inquiries, and complaints; refers inquiries as appropriate.
- Receives and processes documents including DD-214s; birth, marriage, divorce, and death certificates; reviews documents for accuracy and completeness and submits for proof support of veteran and/or dependent claim(s).
- Interprets and applies laws, regulations, policies, and procedures applicable to the assigned area of responsibility.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the veteran benefit function; identifies veteran and/or dependent needs and implements filing procedures.
- Performs all office tasks in the absence of the Veterans Services Officer.
- Plans and participates in a wide variety of general clerical work including the maintenance of accurate and detailed logs and records, verification of information accuracy, researching discrepancies and submittal of federal and state documents; maintains office expenses.
- Prepares, types, and/or proofreads a variety of documents, including general correspondence, required reports, memoranda, and statistical records.
- Reviews departmental policies and procedures in determining completeness of applications, required reports, memoranda, and statistical records.
- Maintains calendars and schedules of activities, meetings, and various events and coordinates activities with other county departments, the public, and outside agencies.
- Provides information and forms to the public and assists in the completion, collection, and processing of claim forms; receives office visitors, telephone calls, faxes, and mail while answering routine inquires and screens calls or callers.
- Performs interviews with veterans and/or dependents to determine benefit eligibility and type.
- Attends and participates in professional group meeting and stays abreast of new changes and programs for the veterans benefit function.
- Verifies and reviews materials for completeness and conformance with established regulations and procedures.
- Compiles data for special projects and collects, assembles, and presents the data background materials.
- Gives briefings/presentations to various local businesses and organizations about veterans' benefits and procedures.
- Coordinates and manages the transportation to VA Clinics and Hospitals for the Hays County Veterans.
- Performs other related duties as requested.

Required Knowledge

- Knowledge of U.S. Department of Veterans Affairs law, regulations, and rulings.
- Working knowledge of Texas Government Code, Chapter 434 and United States Code Title 38 Laws.
- Knowledge of available reference sources, including the internet, to obtain information relevant to the interests of Hays County veterans.
- Knowledge of veterans' records and forms, such as DD214 military discharge records, vital medical records, and military medals and awards.
- Exceptional knowledge of how to properly complete VA Forms to apply for benefits.
- Exceptional knowledge of modern business office practices and procedures.
- Exceptional knowledge of grammar, punctuation, and spelling.
- Exceptional knowledge of basic windows applications and word processing specifically Microsoft Word, Excel.
- Knowledge of Hays County purchasing rules and regulations.
- Proficient knowledge of telephone etiquette.
- Proficient knowledge of customer relations.
- General knowledge of department forms, rules, procedures and guidelines.
- General knowledge of Hays County Veterans Service Office regulations, policies, and procedures.
- General knowledge of basic hardware and software and uses of a variety of different computer operating systems.
- General knowledge of department codes.
- General knowledge of basic record keeping and filing procedures.

Required Skill

- Exceptional skill in telephone etiquette and customer relations.
- Exceptional skill in operating standard office equipment, such as personal computers, calculators, photocopiers, fax machines, multi-line telephones.
- Exceptional skill in providing information and assistance to office staff, visitors and callers.
- Exceptional skill in gathering, compiling, analyzing data and maintaining complex records.
- Proficient secretarial skills.
- General skill in designing and implementing new forms and office procedures.
- General skill in interpreting and understanding legal terminology.
- General skill in establishing and maintaining effective working relationships with County staff and the general public.
- General skill in performing basic mathematical calculations.
- General skill in documenting, reading, understanding and maintaining records.
- General skill in basic bookkeeping and report preparation.
- General organizational skills.
- General skill in expressing oneself clearly and concisely, both orally and in writing.
- General typing skill of 50 wpm or greater.

Education and/or Experience

- Requires High School diploma or GED.
- Requires two years full time experience in secretarial, office/clerical or related work.
- Must have served on active duty in a branch of the Armed Forces of the United States.
- Must have served for at least one (1) year, or have a service connected disability with at least six (6) months of service.
- Must have been honorably discharged.
- Must become certified by the Texas Veterans Commission within the first year of employment and attend one (1) training recertification per year.

Other Qualifications, Certificates, Licenses, Registrations

- Bilingual preferred. (Spanish and English)
- Notary Public may be required.
- Class C Driver's License.

Supervision

- The Assistant Veterans Service Officer is required to satisfactorily perform the above duties and will be evaluated for technical soundness, accuracy and completeness.
- The Assistant Veterans Service Officer is responsible for carrying out assignments as instructed.

- The Supervisor assigns work and decides the actions to be taken. The Assistant Veterans Service Officer contacts the supervisor concerning deviations, problems and unfamiliar situations.

Guidelines

The Assistant Veterans Service Officer must work in strict adherence to instructions using judgment in locating and selecting the proper policies, precedence, and procedures for application to specific cases or problems. This position must have a strong work ethic. The Assistant Veterans Service Officer must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

This position must obtain, clarify or give facts to county employees and members of the outside public. The Assistant Veterans Service Officer meets with contacts in a structured setting at Hays County facilities. The contacts are generally cooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk.
- Hear.
- Occasionally stand, climb, walk, kneel or stoop, crouch, crawl or balance.
- Required to lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, peripheral vision, color vision, depth perception, and the ability to adjust focus.
- Regularly required to sit.

Work Environment

While performing the duties of this job, the employee works in an office setting. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position: