Commissioners Court –July 2, 2019
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 **2nd day of July, 2019**, 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

PUBLIC COMMENTS

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

CONSENT ITEMS

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

1	4	Approve payments of County invoices. **VILLARREAL-ALONZO**
2	5	Approve payments of Juror checks. **VILLARREAL-ALONZO**
3	6	Approve the payment of Humana and United Healthcare claims. **VILLARREAL-ALONZO**
4	7-15	Approve Commissioners Court Minutes of June 25, 2019. **BECERRA/CARDENAS**
5	16	Approve the payment of the July 15, 2019 payroll disbursements in an amount not to exceed $2,700,000.00 effective July 15, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
6	17	Authorize Commercial On-Site Sewage Facility Permit for 8 RVs at 400 Kothmann Rd, Wimberley, TX 78620. **SHELL/STRICKLAND**
7	18	Authorize On-Site Sewage Facility Permit for convenience store at 2709 E FM 150, Kyle, Texas 78640. **INGALSBE/STRICKLAND**
8	19	Authorize On-Site Sewage Facility Permit for the Ladybird Montessori School at 1305 Old Black Colony Rd, Buda, Texas, 78610. **JONES/STRICKLAND**
9	20	Authorize payment to On Site Services in which no purchase order was issued as required per County Purchasing Policy. **BECERRA/BORCHERDING**
10	21-36	Approve Utility Permits. **BECERRA/BORCHERDING**
11	37	Authorize On-Site Sewage Facility Permit for office building with apartments located at 4605 Airport Highway 21, San Marcos, Texas 78666. **INGALSBE/STRICKLAND**
12	38-40	Approve bond 601152227 to the Hays County Judge for the newly appointed Fire Marshal, per Local Government Code, Ch. 352.012. **BECERRA/K.SMITH**
13	41-44	Authorize the execution of an amended Letter of Agreement between the Hays County Veterans Treatment Court and Austin Recovery, Inc. related to a fee reduction for the residential substance abuse treatment facility. **INGALSBE/C.JOHNSON**
14	45-48	Authorize the Historical Commission to purchase a replacement computer with accessories and amend the budget accordingly. **INGALSBE/K.JOHNSON**
15	49-60	Accept the Fiscal Year 2018 Hays County Emergency Services District #7 Audit Report per Texas Health and Safety Code 775.082. **SHELL/VILLARREAL-ALONZO**
16	61	Accept the mid-year financial report for fiscal year to date through March 31, 2019 as prepared by the office of the County Auditor. **INGALSBE/VILLARREAL-ALONZO**
17	62	Authorize additional funding for the purchase of four (4) replacement Hazmat Level A suits for the Office of Emergency Services HazMat Team and amend the budget accordingly. **BECERRA/K.SMITH**

ACTION ITEMS

ROADS

18	63	Discussion and possible action to consider the release of the maintenance bond #EAIC881700004 in the amount of $42,158.17, and the acceptance of roads into the county road maintenance system for Stonefield subdivision, Section 10 (remainder of Adoquin Trail only). **JONES/BORCHERDING**
19	64-65	Discussion and possible action to call for a public hearing on July 16, 2019 to establish a 4-way stop on Trinity Hills Drive at the intersection with Littleton Drive and Belterra Village Way in Belterra subdivision to help with pedestrian and bike traffic crossing the road. **SMITH/BORCHERDING**

20	66-108	Discuss and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) with Binkley & Barfield Inc. for utility coordination services related to the Lime Kiln Road (CR 225) project as part of the Hays County 2016 Road Bond Program and amend the budget accordingly. **SMITH/SHELL/BORCHERDING**

SUBDIVISIONS		
21	109-114	SUB-1304; Discussion and possible action to approve final plat for the Bush Ranch, Phase 4, Section 1 Subdivision. **SMITH/PACHECO**

MISCELLANEOUS		
22	115-131	Discussion and possible action to authorize the County Judge to execute a Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and amend the budget accordingly. **BECERRA/LITTLEJOHN**
23	132	Discussion and possible action to eliminate two full-time Licensed Vocational Nurse positions within the Juvenile Detention Center effective 8/1/2019. **BECERRA/LITTLEJOHN**
24	133-153	Discussion and possible action regarding the Criminal Justice Coordinating Commission including an update on recent Commission and subcommittee meetings, and the acceptance of Commission recommendations. **SHELL/INGALSBE**
25	154-155	Discussion and possible action to accept the resignation of Colt Clements from the Board of Directors of the Hays Trinity Groundwater Conservation District and, pursuant to Section 8843.055 of the Texas Special District and Local Laws Code, to appoint Jeff Shaw to serve the remainder of the term, effective immediately. **SMITH**
26	156-164	Discussion and possible action to authorize the County Judge to execute an Indigent Care Affiliation Agreement between Hays County and Seton Edgar B. Davis Hospital, for participation in the Section 1115 Waiver Program. **SHELL**

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.		
27	165	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County along Rebel Drive in Pct 2 & Pct. 4. Possible action to follow in open court. **JONES/SMITH**
28	166	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**
29	167	Executive session pursuant to 551.071 and 551.072 or the Texas Government Code: consultation with counsel and deliberation regarding the purchase and/or value of real property under the Hays County Regional Habitat Conservation Plan. **SHELL**
30	168	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located at 500 Jack C. Hays Trail, Buda in Pct. 5. Possible action to follow in open court. **JONES**
31	169	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the value of Right of Way along and including FM 1626 in Pct. 2. Possible action to follow in open court. **JONES**

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.	
32	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. **INGALSBE/CUTLER**
33	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA/SMITH**
34	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. **BECERRA**
35	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. **SHELL**
36	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 28th day of June, 2019

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

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
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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 the payment of Humana and United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	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 June 25, 2019.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 25TH DAY OF JUNE A.D., 2019, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
ELAINE H. CÁRDENAS	**COUNTY CLERK**

WITH COMMISSIONER, PCT. 4, WALT SMITH, BEING ABSENT AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

PUBLIC COMMENTS

Kristin McGarity resident of Kyle spoke of the opioid lawsuits. Dan Lyon, resident of San Marcos, spoke of the disbursements of county invoices. Rodrigo Amaya, resident of San Marcos spoke of the Sheriffs safety measures and county invoices.

PRESENTATION OF HAYS COUNTY SERVICE AWARDS

Human Resources Specialists, Kim Jeter gave presentation of Hays County Service Awards.

5 – Year Service Awards – District Attorney's Office – Rhonda Wiederstein, District Court –Rebecca Lyn Linkhart, Juvenile Probation – Alexandra Alyce Luna, Tax Office – Mary Garza, Sheriff's Office – Dianne Renee Luna, 10 – Year Service Awards – Sheriff's Office – Jason Cowan, Sheriff's Office – Richard Lozano, 15 Year Service Awards – Tax Office – Priscilla Rodriguez, 30 – Year Service Awards – IT Department – Virginia Sierra, Retirement – Sheriff's Office –Jimmy Quick.

PRESENTATION BY MARTHA JOYCE REGARDING AN UPDATE ON THE CENTRAL TEXAS DISPUTE RESOLUTION CENTER

Martha Joyce spoke. The mediation services location has moved to 300 CM Allen Parkway Suite 400. The center has more room for mediators and also more public parking. The center has continued to train mediators and all mediators are volunteers. A new mediation program called Peer Mediation was implemented last year. Dispute Resolution Center has received $93,637.00 in alternate dispute resolution funds, monthly average of $4,682.00. Total ADR Funds of Hays County, Caldwell County and Comal County are $180,836.00. The case intake for Hays County 128 for the residence of Hays County. The Dispute Resolution Center has other services such as legal clinics; referral to other counties, state agencies and inquiring's to a total of 900 persons.

34007 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve payments of County invoices in the amount of $1,869,990.37, as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

34008 APPROVE PAYMENTS OF JUROR CHECKS

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve payments of Juror checks in the amount of $15,938.00, as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

34009 APPROVE THE PAYMENT OF HUMANA AND UNITED HEALTHCARE CLAIMS

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of United Healthcare claims in the amount of $ 161,426.21, as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

34010 APPROVE COMMISSIONERS COURT MINUTES OF JUNE 18, 2019

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of June 18, 2019. All present voting "Aye". MOTION PASSED

34011 APPROVE THE PAYMENT OF THE JUNE 30, 2019 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $3,575,000.00 EFFECTIVE JUNE 28, 2019 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED

Approve the June end of month payroll disbursements not to exceed $3,575,000.00. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of the June 30, 2019 payroll disbursements in an amount not to exceed $3,575,000.00 effective June 28, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voting "Aye". MOTION PASSED**

34012 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CHANGE ORDER #1 WITH MAC, INC. RELATED TO THE OLD SAN ANTONIO ROAD IMPROVEMENTS PROJECT

On February 26, 2019 the Court awarded a contract to MAC, Inc. in response to IFB 2019-B01 for improvements to Old San Antonio Road. The original contract award was $1,411,463.80 which will increase to $1,458,640.10 or 3.34% if approved. Change Order #1 is needed to address the following issues: >Revision 1: Cost adjustments due to commutation line conflicts >Change Directive 1: Cost adjustments to driveways to Hays County standards >Change Directive 2: Cost adjustments to install conduit for communication line & back fill holes from power poles Funds are available within the Transportation Department operating budget for this change order. Attachment: MAC, Inc. CO #1. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Change Order #1 with MAC, Inc. related to the Old San Antonio Road Improvements Project. All present voting "Aye". MOTION PASSED**

34013 AUTHORIZE THE JUVENILE PROBATION DEPARTMENT TO ACCEPT $679 IN ADDITIONAL GRANT FUNDING FROM THE TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) FOR COMMUNITY BASED PROGRAMS AND AMEND THE BUDGET ACCORDINGLY

The Texas Juvenile Justice Department awarded the Hays County Juvenile Probation Department an additional $679 for expenses related to regional community-based programs. Funds may be utilized for juvenile programs for individuals that are on probation. No County matching funds are required. Budget Amendment: Increase .5448 Contract Services Increase .4301 Intergovernmental Revenue. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Juvenile Probation Department to accept $679 in additional grant funding from the Texas Juvenile Justice Department (TJJD) for Community Based Programs and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

34014 ACCEPT ADDITIONAL GRANT FUNDING FROM THE DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION FOR OVERTIME REIMBURSEMENTS RELATED TO THE SHERIFF'S OFFICE ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCE (OCDETF) AND AMEND THE BUDGET ACCORDINGLY

Rodrigo Amaya, resident of San Marcos, made public comment. County Auditor, Marisol Villarreal-Alonzo spoke. The Sheriff's Office receives funding annually from the Drug Enforcement Administration to offset overtime costs for the detective assigned to the OCDETF program. Attachment: DOJ OCDETF Grant Notification Budget Amendment: Increase Intergovernmental Revenue .4301 Increase Overtime Compensation-CBA .5032. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to accept additional grant funding from the Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF) and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

34015 AUTHORIZE THE SHERIFF'S OFFICE TO UTILIZE SALARY SAVINGS FOR VEHICLE MAINTENANCE & REPAIRS; A REPLACEMENT HVAC EQUIPMENT PURCHASE AND AMEND THE BUDGET ACCORDINGLY

Dan Lyon, resident of San Marcos, made public comment. Rodrigo Amaya, resident of San Marcos, made public comment. Captain Burns spoke on the vehicle maintenance and repairs. Captain Julie Villalpando spoke. Captain Davenport spoke. The Sheriff's Office operating budget for vehicle maintenance & repair is currently at $3k, which

is not sufficient to cover the remainder of the fiscal year for preventative maintenance and repairs for the SO fleet. Additional funds are needed due to an increase in collision repair costs that are now being funded through the SO Operating budget. Current expenses average around $17k per month, therefore an additional $60k is estimated to cover the remainder of this fiscal year. Additionally, the Jail is requesting the replacement of RTU 23i, air conditioning unit serving D-Multipurpose room. The A/C unit is nine years old and the estimate for repairs is $11,146. A total replacement of the unit is $14,251. The Sheriff is requesting replacement of this unit, as the most cost-effective approach and to gain a 10- year warranty on the new system. SI Mechanical will be utilized as the county contractor for HVAC equipment. They are registered with the State of Texas and licensed as air conditioning contractors. This work involves the use of refrigerant recovery equipment and licensed technicians. Attachment: SI Mechanical Quote Budget Amendment: Decrease SO Operating Staff Salaries - 001-618-00.5021 - ($60,000) Increase SO Vehicle Maintenance & Repair - 001-618-00.5413 - $60,000 Decrease Jail Division Staff Salaries - 001-618-03.5021 - ($14,251) Increase Miscellaneous Equipment_Ops - 001-618-03.5719_400 - $14,251. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the Sheriff's Office to utilize salary savings for vehicle maintenance & repairs; a replacement HVAC equipment purchase and amend the budget accordingly**. **All present voting "Aye". MOTION PASSED**

34016 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO PURCHASE TWO (2) MISTING FANS UTILIZING DSHSHAZARDS GRANT FUNDING FOR USE DURING EMERGENCY INCIDENTS AND AMEND THE BUDGET ACCORDINGLY

Authorize the Office of Emergency Services to purchase two portable misting fans that will be used during emergency incidents. These fans can cool up to 500 sq. ft. by 25°F and have 10-gallon water tanks that provide up to 5 hours of use. Funding for these fans has been identified in the DSHS Hazards Grant. Attachment: Uline Quote and Product Specs Budget Amendment: Increase Misc. Equipment_Ops Decrease General Supplies. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Office of Emergency Services to purchase two (2) misting fans utilizing DSHSHazards grant funding for use during emergency incidents and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

34017 AUTHORIZE THE COMMISSIONER PCT. 1 OFFICE TO SUPPORT THE HAYS CARES SHOES OF HOPE EVENT RELATEDTO SHOE DISTRIBUTION INITIATIVES FOR HAYS COUNTY CHILDREN

The Commissioner Pct. 1 would like to provide sponsorship funding to Samaritan's Feet for the Hays Cares Shoes of Hope event to be held at Lehman High School 1700 Lehman Rd. Kyle on August 3rd. This program will provide children with the essentials needed to return to school. Objectives of the Shoes of Hope program are: • Provide new athletic shoes and socks for needy individuals. • Partner with local schools, corporations, non-profits, and other organizations, utilizing the power of collaboration to transform communities through service. • Encourage both students and volunteers with the life-changing message of hope and respect for all people. Attachment: Hays Cares Shoes of Hope Sponsorship Information Funds are available within the Commissioner's operating budget to provide sponsorship support. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Commissioner Pct. 1 Office to support the Hays Cares Shoes of Hope event related to shoe distribution initiatives for Hays County children. All present voting "Aye". MOTION PASSED**

34018 APPROVE AND CONFIRM THE APPOINTMENT OF JENNINGS B. GRAHAM AS RESERVE DEPUTY CONSTABLE, FOR PRECINCT 3, EFFECTIVE JUNE 25, 2019

Graham has 38 years in Law Enforcement and has retired from the Nassau Bay Police Department with 23 years. He spent 15 years as a Sheriff Deputy for Galveston County & Brazoria County. He holds a Masters Peace Officer License and is a motorcycle Officer. Pursuant to Local Government Code Chapter 86 Subchapter B 86.011 (a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable. Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioner's court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioner's court shall approve and confirm the appointment of the deputy only if the commissioner's court determines that the constable needs a deputy to handle the business originating in the precinct. (b) Each deputy constable must qualify in the manner provided for deputy sheriffs. (c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety. (d) A person commits an offense if the person: (1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or (2) is a constable and issues a deputyship without the consent and approval of the commissioner's court. (e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve and confirm the appointment of Jennings B. Graham as Reserve Deputy Constable, for Precinct 3, effective June 25, 2019**. **All present voting "Aye". MOTION PASSED**

34019 AUTHORIZE THE RECORDS MANAGEMENT OFFICER TO EXTEND TEMPORARY PART-TIME POSITIONS RELATED TO RECORDS RETENTION AND PRESERVATION OF RECORDS FOR THE CRIMINAL DISTRICT ATTORNEY'S OFFICE AND AMEND THE BUDGET ACCORDINGLY

The Records Management Officer is requesting the Courts authorization to continue current scanning projects. In October 2017, the Commissioners Court approved the funding of several scanning projects for FY 2018 and FY 2019. The Records Management Officer is requesting an additional 3,484 hours to assist with the completion of this project. The additional hours are due to a higher count in files per box for more recent years that results in more data entry, additional tasks needed for completing the project, changes to the retention schedules that affected the processing of juvenile records and the final total number of files for 2017 and 2018. Since October 2017, the Records Management office has completed the scanning of 12,980 folders containing 90,140 documents. The total includes 6,579 Misdemeanor case files with 69,228 documents, 6,015 Felony case files with 20,075 documents, and 386 CPS case files with 837 documents. There is an estimate total of 31,653 files that remain to be processed. Funds are available in the Records Preservation Fund for these projects. Budget Amendment: Increase Salaries - $38,324 Increase FICA - $2,376 Increase Medicare - $556 Decrease Contract Services - ($41,256) Attachment: Scanning Project Details. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the Records Management Officer to extend temporary part-time positions related to records retention and preservation of records for the Criminal District Attorney's Office and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

34020 AUTHORIZE THE SUBMISSION OF THE RENEWAL GRANT APPLICATION TO THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE FY20 TUBERCULOSIS/FEDERAL CONTRACT IN THE AMOUNT OF $22,297

The DSHS provides funding to local health departments for the identification and treatment of those persons with, or exposed to, tuberculosis (TB). The federal funding is $22,297, with a 20% match ($4,459) required of the County for participation in the program, for total project amount of $26,756. The match will be budgeted within the Health Department for fiscal year FY20 from existing salaries, benefits, and operating expenses. Grant Period: 1/1/2020 - 12/31/2020 with an option to renew to extend through 12/31/2021 The application is due on July 2, 2019 and will be submitted electronically. Attachments: FY20 TB FED ILA Packet FY20 Budget Templates with Match. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of the renewal grant application to the Texas Department of State Health Services (DSHS) for the FY20 Tuberculosis/Federal Contract in the amount of $22,297. All present voting "Aye". MOTION PASSED**

34021 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO REPAIR DAMAGED LOW WATER CROSSING MONITORING EQUIPMENT AT THE WINDY HILL RD (CR 131) LOCATION AND AMEND THE BUDGET ACCORDINGLY

Assistant Director of Emergency Services, Justin McInnis spoke. The flasher #1 pole at 50030 Windy Hill Rd (CR 131) at Andrews Branch was damaged during a vehicular accident on May 27th, 2019. The vehicle broke the pole base, causing the pole to fall over and damage the electronics enclosure, the batteries, the lights and cabling. All of these items must be replaced before the station can be reinstalled. The Emergency Services Director has received quotes from our current LWC installation vendor to complete repairs. Hays County will be seeking reimbursement from at fault parties; however, it is imperative that these repairs are completed in a timely manner for safety reasons. Attachments: Water & Earth Technologies Quotes #A637-216 - $3,894.13 Possible Funding: Co-Wide Self Insurance - 001-645-00.5342.**A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Office of Emergency Services to repair damaged Low Water Crossing Monitoring equipment at the Windy Hill Rd (CR 131) location and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

34022 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO REPAIR DAMAGED LOW WATER CROSSING FLASHER STATIONS IMPACTED BY THE MAY 2019 FLOODS AND AMEND THE BUDGET ACCORDINGLY

Rodrigo Amaya, resident of San Marcos, made public comment. During the May 2019 flood event, the Hays County flood early warning system sustained damages to its infrastructure. Damages to the system include: Uhland Rd Pressure Transducer & Riser Replacement Flasher Uhland Rd Light Replacement Wayside Drive Riser Repair Mt. Gainor Pressure Transducer Replacement Flasher Creek Rd Pressure Transducer & Riser Replacement Flasher Trautwein Rd Light Replacement The Emergency Services Director has received quotes from our contracted vendor to complete the repairs. Attachment Water & Earth Technologies Quote XPHC007-1> Uhland Road PT & Riser $4,672.58 >Uhland Road Light Replacement $235.88 >Wayside Drive Riser Repair $460.00 >Mt. Gainor $3,297.25 >Creek Road $5,235.95 >Trautwein Rd Light Replacement $235.88 Possible Funding: Co-Wide Self Insurance - 001-645-00.5342.**A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Office of Emergency Services to repair damaged Low Water Crossing Flasher stations impacted by the May 2019 floods and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

34023 AUTHORIZE THE CONSTABLE PCT. 1 OFFICE TO PURCHASE REPLACEMENT WEAPONS FOR LAW ENFORCEMENT OFFICER SAFETY

Dan Lyon, resident of San Marcos, made public comment, Rodrigo Amaya, resident of San Marcos, made public comment. Constable Pct. 1, David Peterson spoke. The Constable's Office is in need of four (4) Mossberg SP LE 12Ga Shotguns for full time Deputies for law enforcement and safety needs. Funds are available in the Constable's budget for this purchase. Attachment: GT Distributor's Quote #QTE0106179 BuyBoard Contract #524-17.
A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Constable Pct. 1 Office to purchase replacement weapons for law enforcement officer safety. All present voting "Aye". MOTION PASSED

APPROVE OUT OF STATE TRAVEL FOR CHIEF OF STAFF ALEX VILLALOBOS TO ATTEND THE NATIONAL ASSOCIATION OF COUNTIES (NACO) 84TH ANNUAL CONFERENCE & EXPOSITION IN LAS VEGAS, NEVADA ON JULY 12 - 15, 2019

Dan Lyon, resident of San Marcos, made public comment. Chief of Staff, Alex Villalobos spoke. The County Judge is requesting authorization for his Chief of Staff to travel out of state to attend the NACo Conference in Las Vegas. This conference provides key opportunities to exchange cutting-edge best practices and shape NACo's federal policy agenda for the year ahead. Estimated costs for registration, airfare and hotel are $2,000. Funds are available within the County Judge's operating budget to cover this expense. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve out of state travel for Chief of Staff Alex Villalobos to attend the National Association of Counties (NACo) 84th Annual Conference & Exposition in Las Vegas, Nevada on July 12 - 15, 2019. Commissioner Ingalsbe and Judge Becerra voting "Aye". Commissioner Shell and Commissioner Jones voting "No". MOTION NOT PASSED**

34024 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH REYNOLDS, SMITH & HILLS CS, INC. (RS&H) FOR THE FM 1626 SOUTH CONSTRUCTION MANAGEMENT PROJECT AS PART OF THE PASS-THROUGH FINANCE PROGRAM IN HAYS COUNTY, INCREASING THE COMPENSATION CAP BY $986,819.00 FROM $2,535,000 TO $3,521,819

Commissioner Jones spoke. Transportation Director, Jerry Borcherding spoke. General Counsel, Mark Kennedy spoke. Requesting a discretionary exemption per Local Government Code, Ch. 262.04(a)(4) due to amended contract value exceeding 25%. The additional authorized money will allow for the execution of a Supplemental #5 to Work Authorization #1 for FM 1626 South construction management services. The FM 1626 South project was originally expected to have a duration of around 20 months. But through different utility and ROW issues along with plans revisions, we are in month 32 and the project is expected to continue through the end of 2019 according to the current contractor schedule. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute a Supplemental Agreement No. 1 to the Professional Services Agreement (PSA) with Reynolds, Smith & Hills CS, Inc. (RS&H) for the FM 1626 South construction management project as part of the Pass-Through Finance Program in Hays County, increasing the Compensation Cap by $986,819.00 from $2,535,000 to $3,521,819. All present voting "Aye". MOTION PASSED**

34025 SUB-1304; BUSH RANCH, PHASE 4, SECTION 1 (1 LOT). DISCUSSION AND POSSIBLE ACTION TO APPROVE PRELIMINARY PLAN

County Planner, Marcus Pacheco spoke and gave staff recommendation. The proposed Bush Ranch Phase 4, Section 1 is a 1 lot subdivision located off of W US Highway 290 in Precinct 4. Water service will be provided by West Travis County Public Utility Agency. Wastewater service will be accomplished by Hays County Municipal Utility District No. 4. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve preliminary plan of SUB-1304; Bush Ranch, Phase 4, Section 1 (1 Lot). All present voting "Aye". MOTION PASSED**

34026 AUTHORIZE ON-SITE SEWAGE SYSTEM PERMIT FOR 5 SHORT-TERM RENTAL CABINS AND GRANT A VARIANCE TO SECTION 10 W. 6. OF THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES AT 405 MARTIN ROAD, DRIPPING SPRINGS, TEXAS 78620

Director of Development Services, Caitlyn Strickland spoke. Trevor Cutler is proposing an On-Site Sewage System to serve 5 short-term rental cabins. This 4.00-acre tract of land is Lot 2 in the Booky T Subdivision and will be served by a private well. The system designer has designed a standard treatment system. After treatment, the effluent will be disposed via standard disposal for a maximum daily rate of 500 gallons. The system designer, Jim Conner, R.S., is requesting a variance to Section 10 W. 6. of the Hays County Rules for On-Site Sewage Facilities which requires that this on-site sewage system to be equipped with a flow metering device capable of measuring and recording the average daily flow rate. His justification for the variance request is that the "a flow meter placed on the water line entering each cabin will provide equal protection the same amount of water going through the meter will be going to the OSSF." **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize On-Site Sewage System Permit for 5 short-term rental cabins and grant a variance to Section 10 W. 6. of the Hays County Rules for On-Site Sewage Facilities at 405 Martin Road, Dripping Springs, Texas 78620. All present voting "Aye". MOTION PASSED**

34027 AWARD RFP 2019-P05 EMPLOYEE ASSISTANCE PROGRAM TO DEER OAKS EAP SERVICES, LLC AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT

HR Director, Shari Miller spoke. On May 14, 2019 the Commissioners Court approved the specifications for a solicitation for an Employee Assistance Program. Purchasing received proposals from two vendors: Cigna Behavioral Health, Inc. and Deer Oaks EAP Services, LLC. After reviewing the proposals and interviewing both vendors, the evaluation committee recommends that the award be made to Deer Oaks EAP Services. The vendors proposal is for approximately $12,750/year for 3 years. The county's current cost for a similar program is approximately $13,158 annually. Attached: Average Score Sheet RFP 2019-P05. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner to award RFP 2019-P05 Employee Assistance Program to Deer Oaks EAP Services, LLC and authorize staff and General Counsel to negotiate a contract. All present voting "Aye". MOTION PASSED**

34028 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MULTIPLE USE AGREEMENT (MUA) BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) AND HAYS COUNTY REGARDING THE INSTALLATION AND MAINTENANCE OF FLOOD EARLY WARNING EQUIPMENT WITHIN THE TXDOT RIGHT OF WAY ON RM 150 AT THE ONION CREEK DOUBLE CROSSING

Assistant Director of Emergency Services, Justin McInnis spoke. Commissioner Jones and Commissioner Shell spoke. The Commissioners Court approved a resolution on April 30, 2019 in support of a partnership with TxDOT for the installation and maintenance of flood early warning equipment on State highways or State right of ways. This MUA will provide for the installation and maintenance of such equipment within the TxDOT Right of Way on RM 150 at the Onion Creek double crossing. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute a Multiple Use Agreement (MUA) between the Texas Department of Transportation (TxDOT) and Hays County regarding the installation and maintenance of flood early warning equipment within the TxDOT Right of Way on RM 150 at the Onion Creek double crossing. All present voting "Aye". MOTION PASSED**

34029 ACTION TO ADOPT AN ORDER AUTHORIZING THE ISSUANCE OF "HAYS COUNTY, TEXAS UNLIMITED TAX ROAD BONDS"; LEVYING AN ANNUAL AD VALOREM TAX, WITHOUT LIMIT AS TO RATE OR AMOUNT, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS; DELEGATING AUTHORITY TO CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTECERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

Dan Wegmiller and Julia Houston spoke. These delegation/parameter bond orders are needed for the issuance of bonds authorized by the citizens of Hays County in November 2016. Attached: Parameter Order. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the issuance of Hays County, Texas Unlimited Tax Road Bonds, levying an annual ad valorem tax, without limit as to rate or amount, for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale and delivery of the bonds; delegating authority to certain members of the Commissioners Court and County Staff to execute certain documents relating to the sale of the Bonds; authorizing the execution of paying agent/registrar agreement; and providing an effective date of 06/25/2019. All present voting "Aye". MOTION PASSED**

34030 AUTHORIZE THE CONSTABLE PCT. 3 OFFICE TO CONVERT TWO PART-TIME DEPUTY CONSTABLE POSITIONS INTO ONE FULL-TIME POSITION EFFECTIVE JULY 1, 2019 AND AMEND THE BUDGET ACCORDINGLY

Constable Pct. 4, Ray Helm spoke. First Assistant County Auditor, Vickie Dorsett, spoke. The Constable is requesting approval to convert two part-time positions into one full-time position due to complications with hiring part-time law enforcement officers. If approved, insurance benefits ($11,802 annualized) will be added to the cost of the position. These two positions are currently being funded by the City of Woodcreek and Wimberley ISD. The General Counsel's office is working with the two agencies to draft amended Interlocal Agreements to cover the additional cost for the insurance benefits. It is anticipated that these amended ILA's will be presented for approval with an effective date of 10/1/19 with the county covering the additional cost for the remaining three months of FY19. Budget Amendment: $2,833 - Increase Medical Insurance $ 101 - Increase Dental Insurance $ 16 - Increase Life Insurance Possible funding source: County Wide salary adjustments due to attrition. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Constable Pct. 3 Office to convert two part-time Deputy Constable positions into one full-time position effective July 1, 2019 and amend the budget accordingly**. **All present voting "Aye". MOTION PASSED**

CLERK'S NOTE: AGENDA ITEM # 28 RE: *DISCUSSION AND POSSIBLE ACTION TO CONSIDER A VARIANCE FROM SECTION 10 C-1 OF THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES AND GRANT A DEVELOPMENT AUTHORIZATION TO THE OWNER AT 4605 AIRPORT HIGHWAY 21 MAXWELL, TEXAS 78656.* **– WAS PULLED**

CLERK'S NOTE: COURT TOOK A BREAK AT 10:18AM – 10:25AM.

WORKSHOP ON VIRTUAL HEALTHCARE FOR CITIZENS OF HAYS COUNTY WHO ARE INDIGENT AND/OR UNDERSERVED WITH CHRONIC DISEASES

Merchant's Resource Group, CEO, Kyle Hayungs spoke. See backup for more information and additional information may be presented in Court during the Workshop.

EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT

Court convened into Executive Session 11:22 a.m. and reconvened into open court at 11:32a.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Judge Becerra, Chief of Staff Alex Villalobos, General Counsel, Mark Kennedy, Assistant General Counsel, Jordan Powell, and Legal Support Services Specialist, Janice Jones. No action taken.

CLERK'S NOTE: AGENDA ITEM # 31 RE: *EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE AND/OR VALUE OF REAL PROPERTY OWNED BY HAYS COUNTY ALONG REBEL DRIVE IN PCT 2 & PCT. 4. POSSIBLE ACTION TO FOLLOW IN OPEN COURT.* **– WAS PULLED**

CLERK'S NOTE: AGENDA ITEM # 32 RE: *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.* **– WAS PULLED**

CLERK'S NOTE: AGENDA ITEM # 33 RE: *DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.* **– WAS PULLED**

CLERK'S NOTE: AGENDA ITEM # 34 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED**

CLERK'S NOTE: AGENDA ITEM # 35 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED**

DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS

Hays County's current maximum jail capacity is 362 inmates. Jail Standards recommends holding approximately 10%of capacity open. The jail's daily average was 551 and peak was 557 on June 21st for the week of June 16th to June 22th, 2019. Estimated cost for outsourcing inmates this week as $76,448.00. The average number of outsourced males is 199 and females are 13. This week's inmates were housed in the following counties: Bastrop, Bell, Blanco, Burnett, Caldwell, Guadalupe, McLennan and Walker.

ADJOURNMENT

A motion was made by Commissioner Jones to adjourn court at 11:42 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on June 24, 2019.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

ELAINE H. CÁRDENAS, 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 the payment of the July 15, 2019 payroll disbursements in an amount not to exceed $2,700,000.00 effective July 15, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Approve the July mid-month payroll disbursements not to exceed $2,700,000.00.

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 Commercial On-Site Sewage Facility Permit for 8 RVs at 400 Kothmann Rd, Wimberley, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SHELL	N/A

SUMMARY

Louie Bruno is proposing an On-Site Sewage System to serve 8 recreational vehicles. This 14.074-acre parcel of land is Lot 15A in the Glen Kothmann subdivision and will be served by a public water suppy that will be trucked to the property.
The system designer, Kyle DeHart, R.S., has designed a non-standard treatment system. After treatment, the effluent will be dispersed through drip irrigation tubing for a maximum daily rate of 400 gallons.

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 On-Site Sewage Facility Permit for convenience store at 2709 E FM 150, Kyle, Texas 78640.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	INGALSBE	N/A

SUMMARY

FM 150 LLC, is proposing an On-Site Sewage System to serve a new convenience store/gas station. This 2.30-acre tract of land is Lot 1 of the Westhill Corner subdivision in the City of Kyle and will be served by a public water supply.
The system designer, David Coombs, P.E., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 690 gallons.

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 On-Site Sewage Facility Permit for the Ladybird Montessori School at 1305 Old Black Colony Rd, Buda, Texas, 78610.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	JONES	N/A

SUMMARY

Ladybird Montessori LLC, is proposing an On-Site Sewage System to serve their new school. This system is designed to accommodate up to 200 students and teachers. This 11.956-acre tract of land is Lot 1 of the Ladybird Montessori subdivision and will be served by a public water supply.
The system designer, Jon Maass, P.E., has designed a standard treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 2400 gallons.

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 payment to On Site Services in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	$510

LINE ITEM NUMBER

020-710-00.5335

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	BECERRA	N/A

SUMMARY

On Site Services submitted two invoices for testing done the same day resulting in the amount being over $500. Per County Purchasing Policy, a purchase order is 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

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	BECERRA	N/A

SUMMARY

Permit #:	Road Name:	Utility Company:
1144	Bunton Lane	(PEC)
1145	Mirela Ann Road & Terra Scena Trl.	LJA Engineering

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

***Notification must be given IN WRITING at least 24 hours before work begins, and proper traffic control must be implemented throughout the work zone.**

Approval of Utility **Permit # 1144**

Application Date: June 21, 2019

Commissioner Court Approval Date: July 2, 2019

Utility Company Info:

- Name: Pedernales Electric Cooperative, Inc.
- Address: 1810 FM 150 W. Kyle, Tx. 78640
- Phone: (800)868-4791 Ext.#7580
- Contact: Allen Kristof
-

Engineer/Contractor Info:

- Name: Pedernales Electric Cooperative, Inc.
- Address: 1810 FM 150 W. Kyle, Tx. 78640
- Phone: (800)868-4791 Ext.#7580
- Contact: Allen Kristof
-
-

Type of Utility Service: Electric

Road Name(s): Bunton Lane
Subdivision:
Pct. #: 1

Proposing to install 7 new power poles in county right of way down Bunton Lane and will be replacing an existing overhead single phase power line with a three phase power line that crosses over head on Bunton Lane.

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

Application for Installation

Utility Line on Hays County Right of Way

Date: 6/21/19

Formal notice is hereby given that:

Utility Company **Pedernales Electric Cooperative, Inc.** proposes to place an **overhead power line** within County Right-of-Way of **Bunton Lane** with contractor TBD as follows: (give location, length, general design, etc.) *The existing overhead single-phase power line will be replaced with an overhead three-phase power line. Pole #12, #14, #16, #18, #19, #21, and #23 will be new locations within the road right-of-way. Pole #22 and #25 within the road right-of-way will be replaced. Anchoring associated with pole #25 will be replaced.*

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

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the **2nd** day of **September**, 2019.

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

Firm **Pedernales Electric Cooperative, Inc.**

By (Print) Allen Kristof

Signature

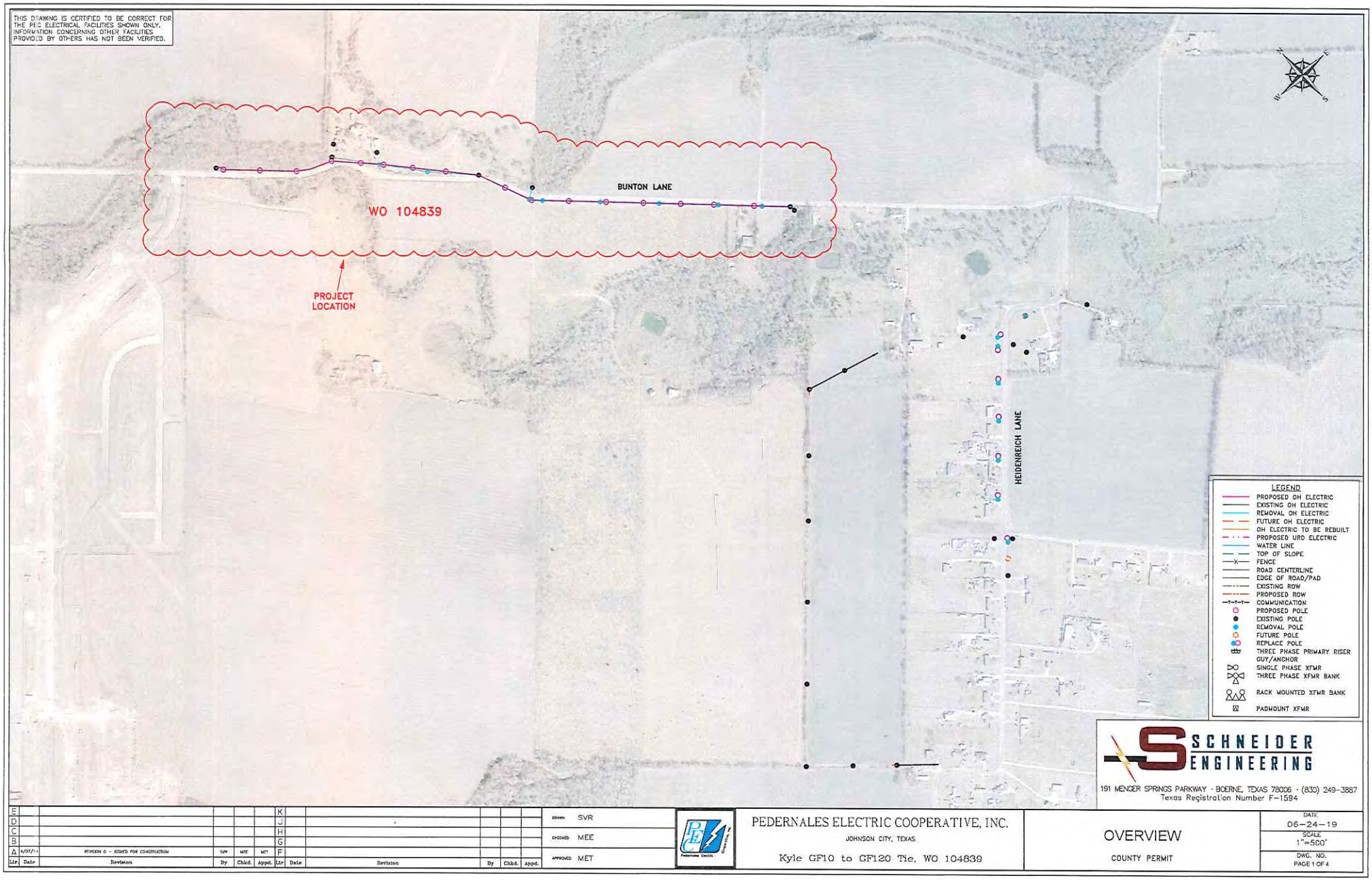
Title Distribution Designer

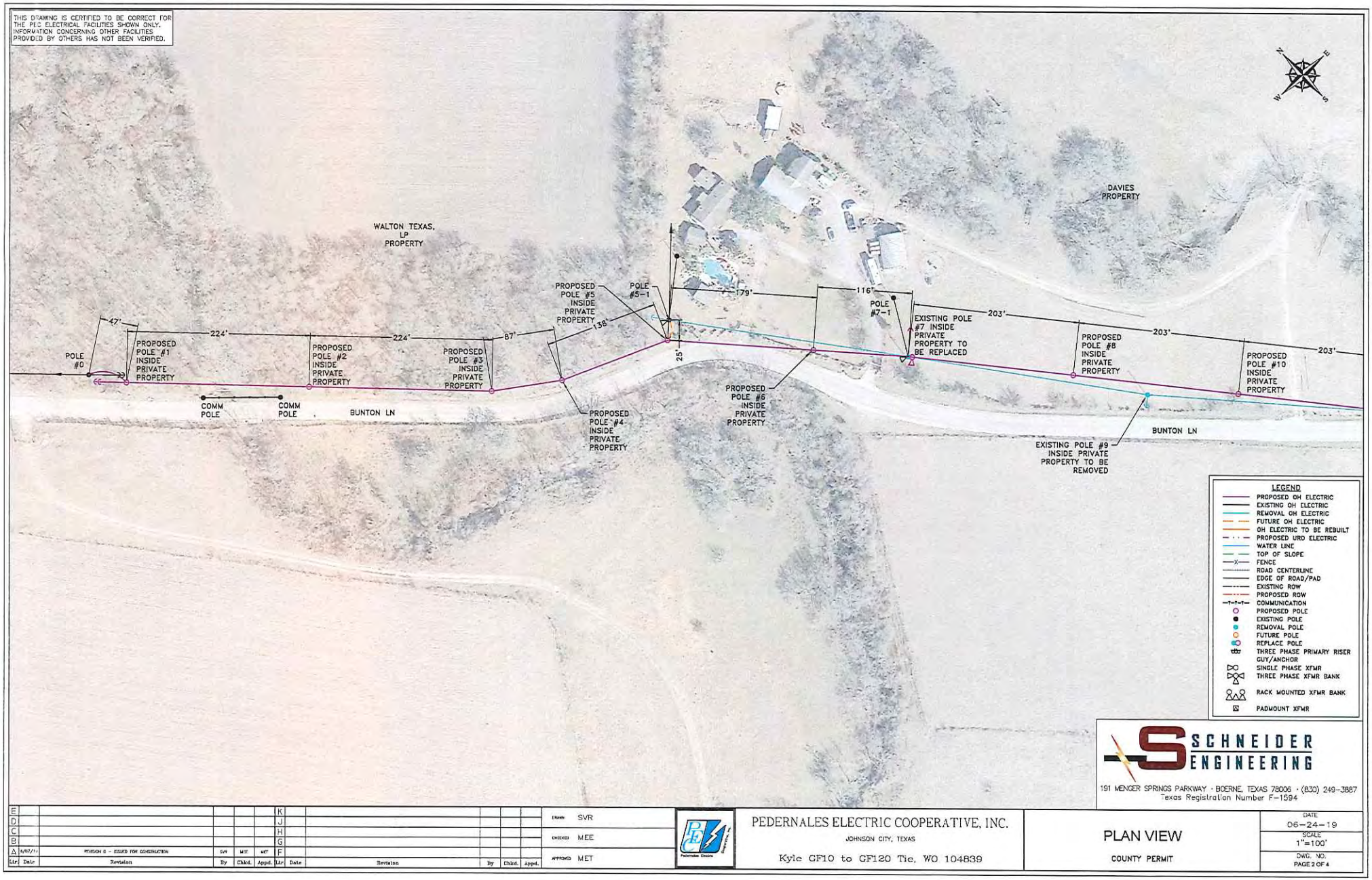
Address 1810 FM 150 W
Kyle, TX 78640

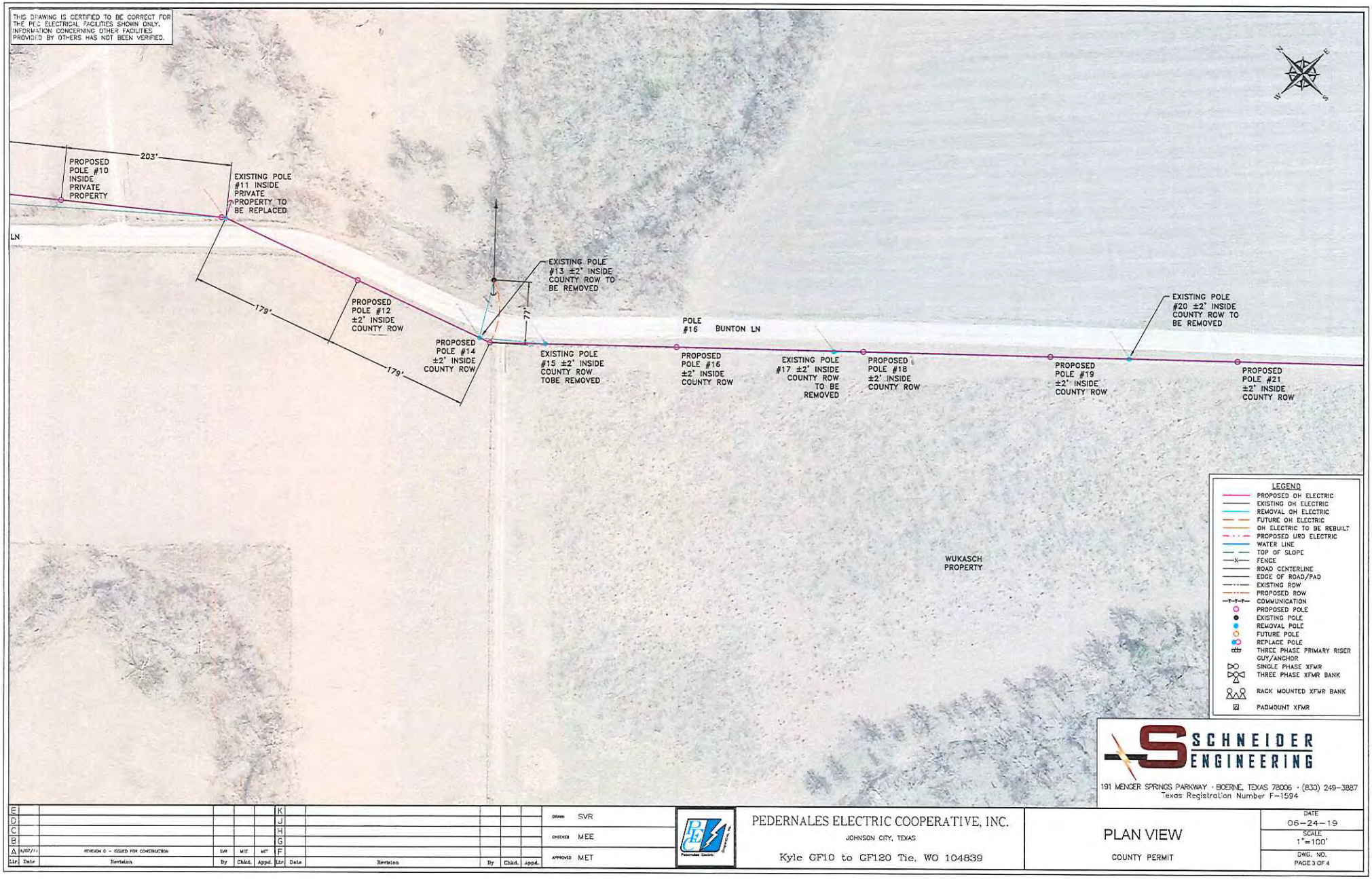
Phone 800-868-4791 ext 7580

Approved by Hays County Transportation Department

Signature	Title	Date
	Permit Coordinator	6/26/19


THIS DRAWING IS CERTIFIED TO BE CORRECT FOR THE PEC ELECTRICAL FACILITIES SHOWN ONLY. INFORMATION CONCERNING OTHER FACILITIES PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.
BUNTON LANE
WO 104839
PROJECT LOCATION
HEIDENREICH LANE
LEGEND
PROPOSED OH ELECTRIC
EXISTING OH ELECTRIC
REMOVAL OH ELECTRIC
FUTURE OH ELECTRIC
OH ELECTRIC TO BE REBUILT
PROPOSED URD ELECTRIC
WATER LINE
TOP OF SLOPE
FENCE
ROAD CENTERLINE
EDGE OF ROAD/PAD
EXISTING ROW
PROPOSED ROW
COMMUNICATION
PROPOSED POLE
EXISTING POLE
REMOVAL POLE
FUTURE POLE
REPLACE POLE
THREE PHASE PRIMARY RISER
GUY/ANCHOR
SINGLE PHASE XFMR
THREE PHASE XFMR BANK
RACK MOUNTED XFMR BANK
PADMOUNT XFMR
SCHNEIDER ENGINEERING
191 MENGER SPRINGS PARKWAY · BOERNE, TEXAS 78006 · (830) 249-3887
Texas Registration Number F-1594
Ltr | Date | Revision | By | Chkd. | Appd.
A | 6/07/19 | REVISION 0 – ISSUED FOR CONSTRUCTION | SVR | MEE | MET
DRAWN SVR
CHECKED MEE
APPROVED MET
PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS
Kyle GF10 to GF120 Tie, WO 104839
OVERVIEW
COUNTY PERMIT
DATE 06-24-19
SCALE 1"=500'
DWG. NO. PAGE 1 OF 4


THIS DRAWING IS CERTIFIED TO BE CORRECT FOR THE PEC ELECTRICAL FACILITIES SHOWN ONLY. INFORMATION CONCERNING OTHER FACILITIES PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.
WALTON TEXAS, LP PROPERTY
DAVIES PROPERTY
POLE #0
47'
PROPOSED POLE #1 INSIDE PRIVATE PROPERTY
224'
PROPOSED POLE #2 INSIDE PRIVATE PROPERTY
224'
PROPOSED POLE #3 INSIDE PRIVATE PROPERTY
87'
PROPOSED POLE #5 INSIDE PRIVATE PROPERTY
138'
POLE #5-1
179'
116'
POLE #7-1
EXISTING POLE #7 INSIDE PRIVATE PROPERTY TO BE REPLACED
203'
PROPOSED POLE #8 INSIDE PRIVATE PROPERTY
203'
PROPOSED POLE #10 INSIDE PRIVATE PROPERTY
203'
25'
COMM POLE
COMM POLE
BUNTON LN
PROPOSED POLE #4 INSIDE PRIVATE PROPERTY
PROPOSED POLE #6 INSIDE PRIVATE PROPERTY
BUNTON LN
EXISTING POLE #9 INSIDE PRIVATE PROPERTY TO BE REMOVED
N
E
S
W
LEGEND
PROPOSED OH ELECTRIC
EXISTING OH ELECTRIC
REMOVAL OH ELECTRIC
FUTURE OH ELECTRIC
OH ELECTRIC TO BE REBUILT
PROPOSED URD ELECTRIC
WATER LINE
TOP OF SLOPE
FENCE
ROAD CENTERLINE
EDGE OF ROAD/PAD
EXISTING ROW
PROPOSED ROW
COMMUNICATION
PROPOSED POLE
EXISTING POLE
REMOVAL POLE
FUTURE POLE
REPLACE POLE
THREE PHASE PRIMARY RISER GUY/ANCHOR
SINGLE PHASE XFMR
THREE PHASE XFMR BANK
RACK MOUNTED XFMR BANK
PADMOUNT XFMR
SCHNEIDER ENGINEERING
191 MENGER SPRINGS PARKWAY · BOERNE, TEXAS 78006 · (830) 249-3887
Texas Registration Number F-1594
Ltr | Date | Revision | By | Chkd. | Appd.
A | 6/07/19 | REVISION 0 - ISSUED FOR CONSTRUCTION | SVR | MTT | MET
DRAWN SVR
CHECKED MEE
APPROVED MET
PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS
Kyle GF10 to GF120 Tie, WO 104839
PLAN VIEW
COUNTY PERMIT
DATE 06-24-19
SCALE 1"=100'
DWG. NO. PAGE 2 OF 4


THIS DRAWING IS CERTIFIED TO BE CORRECT FOR THE PEC ELECTRICAL FACILITIES SHOWN ONLY. INFORMATION CONCERNING OTHER FACILITIES PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.
203'
PROPOSED POLE #10 INSIDE PRIVATE PROPERTY
EXISTING POLE #11 INSIDE PRIVATE PROPERTY TO BE REPLACED
LN
179'
PROPOSED POLE #12 ±2' INSIDE COUNTY ROW
179'
PROPOSED POLE #14 ±2' INSIDE COUNTY ROW
EXISTING POLE #13 ±2' INSIDE COUNTY ROW TO BE REMOVED
77'
EXISTING POLE #15 ±2' INSIDE COUNTY ROW TOBE REMOVED
POLE #16 BUNTON LN
PROPOSED POLE #16 ±2' INSIDE COUNTY ROW
EXISTING POLE #17 ±2' INSIDE COUNTY ROW TO BE REMOVED
PROPOSED POLE #18 ±2' INSIDE COUNTY ROW
PROPOSED POLE #19 ±2' INSIDE COUNTY ROW
EXISTING POLE #20 ±2' INSIDE COUNTY ROW TO BE REMOVED
PROPOSED POLE #21 ±2' INSIDE COUNTY ROW
WUKASCH PROPERTY
LEGEND
PROPOSED OH ELECTRIC
EXISTING OH ELECTRIC
REMOVAL OH ELECTRIC
FUTURE OH ELECTRIC
OH ELECTRIC TO BE REBUILT
PROPOSED URD ELECTRIC
WATER LINE
TOP OF SLOPE
FENCE
ROAD CENTERLINE
EDGE OF ROAD/PAD
EXISTING ROW
PROPOSED ROW
COMMUNICATION
PROPOSED POLE
EXISTING POLE
REMOVAL POLE
FUTURE POLE
REPLACE POLE
THREE PHASE PRIMARY RISER
GUY/ANCHOR
SINGLE PHASE XFMR
THREE PHASE XFMR BANK
RACK MOUNTED XFMR BANK
PADMOUNT XFMR
SCHNEIDER ENGINEERING
191 MENGER SPRINGS PARKWAY · BOERNE, TEXAS 78006 · (830) 249-3887
Texas Registration Number F-1594
Ltr Date Revision By Chkd. Appd.
A 4/07/19 REVISION 6 - ISSUED FOR CONSTRUCTION SVR MET MET
DRAWN SVR
CHECKED MEE
APPROVED MET
PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS
Kyle GF10 to GF120 Tie, WO 104839
PLAN VIEW
COUNTY PERMIT
DATE 06-24-19
SCALE 1"=100'
DWG. NO. PAGE 3 OF 4

SCHNEIDER ENGINEERING

191 MENGER SPRINGS PARKWAY · BOERNE, TEXAS 78006 · (830) 249-3887
Texas Registration Number F-1594

Ltr	Date	Revision	By	Chkd.	Appd.
A	6/07/19	REVISION 0 - ISSUED FOR CONSTRUCTION	SVR	MTF	MET

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PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS

Kyle GF10 to GF120 Tie, WO 104839

PLAN VIEW
COUNTY PERMIT

DATE 06-24-19
SCALE 1" = 100'
DWG. NO. PAGE 4 OF 4

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

***Notification must be given IN WRITING at least 24 hours before work begins, and proper traffic control must be implemented throughout the work zone.**

Approval of Utility **Permit # 1145**

Application Date: June 25, 2019

Commissioner Court Approval Date: July 2, 2019

Utility Company Info:

- Name: LJA Engineering
- Address: 2700 La Frontera Blvd., Suite 150 Round Rock, Tx. 78681
- Phone: (512) 767-7312
- Contact: Sergio Saldana
-

Engineer/Contractor Info:

- Name: LJA Engineering
- Address: 2700 La Frontera Blvd., Suite 150 Round Rock, Tx. 78681
- Phone: (512) 767-7312
- Contact: Sergio Saldana
-

Type of Utility Service: Communications

Road Name(s): Mirela Ann Rd. & Terra Scena Trl.
Subdivision: Werth
Pct. #: 4

Proposing to open Trench in County right of way down Mirela Ann Rd. and then Bore under Mirela Ann Rd. to Terra Scena Trl. To install two 4" HPDE Conduit lines.

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

Application for Installation

Utility Line on Hays County Right of Way

Date: 6/25/2019

Formal notice is hereby given that:

Utility Company Charter Communications proposes to place a 2-4" HDPE Conduit line within County Right-of-Way of Mirela Ann Rd & Terra Scena Trl with contractor SLP Cable as follows: (give location, length, general design, etc.)

Charter Communications to install, by way of directional boring and open trench, 336 LF of underground conduit along Mirela Ann Rd and on the intersection of Mirela Ann Rd and Terra Scena Trl.

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

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the 15th day of July, 2019.

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

Firm LJA Engineering

By (Print) Sergio Saldana

Signature Sergio Saldana

Title Utility Specialist

Address 2700 La Frontera Blvd, Suite 150
Round Rock, TX 78681

Phone 512-767-7312

Approved by Hays County Transportation Department

Signature | Permit Coordinator | 6/26/19
Title | Date

June 26, 2019

SHEET INDEX:

GENERAL
1. GENERAL PERMIT COVER

GENERAL NOTES
2. GENERAL NOTES

TYPICAL DETAILS AND TRENCH DETAILS
3. TYPICAL DETAILS
4. TRENCH DETAILS
5. PROPOSED HANDHOLE DETAILS

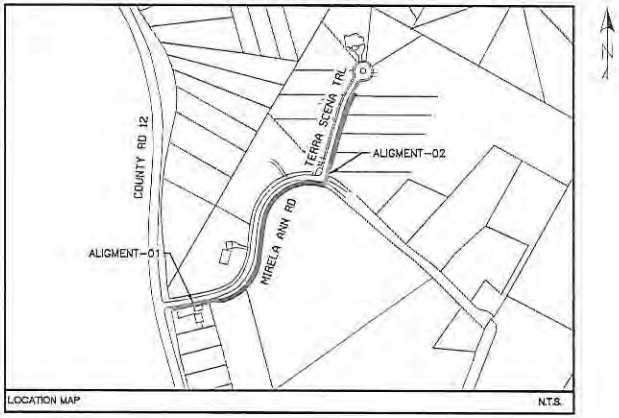
PLAN SHEETS
6. UNDERGROUND UTILITY PLAN SHEET

TRAFFIC CONTROL DETAILS:
7. TRAFFIC CONTROL DETAILS

Charter
COMMUNICATIONS

CHARTER COMMUNICATIONS
1199988
TERRA SCENA
BURIED IMPROVEMENTS

ALIGMENT-01:
238 LF OPEN TRENCH / DIRECTIONAL BORE
ALIGMENT-02:
98 LF DIRECTIONAL BORE



LOCATION MAP N.T.S.

PROJECT INFORMATION:

STREET ADDRESS:
151 TERRA SCENA TRAIL
DRIPPING SPRINGS, TX 78620

OWNER:
BRYAN GALPIN
CHARTER COMMUNICATIONS
810 W HOWARD LN
AUSTIN, TX 78753
BRYAN.GALPIN@CHARTER.COM
512-539-1839

CONTACT:
SOL MARIE ADAMS, EIT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
SADAMS@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:

LJA Engineering, Inc.
FRN - F-1386

5316 HWY 290 W, STE 150
AUSTIN, TEXAS 78735
(512) 439-4758
TBPE FIRM REGISTRATION: F-1386

CONTACT:
BRIAN YOUNG, P.E.
PHONE:
(512) 439-4731

PLOTTED: 6/23/2019 10:31 AM BY ANDREW.YOUNG@LJA.COM
M:\2019\ENG\1603-1801-700 MOA\1603-1803-715 Terra Scena (1199988)\COM\1603-1803-715 Terra Scena (1199988) Plat Map Terra Scena.dwg

GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.

2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.

3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.

4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).

5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.

6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.

7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TXDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.

8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE , PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.

9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.

10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.

11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS. WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.

12. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

13. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TXDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.

14. BORE PITS CLOSER THAN 30' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.

15. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT. EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).

16. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.

17. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.

18. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

19. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.

20. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.

21. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.

22. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.

23. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 10-FOOT RADIUS.

24. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"

25. CONTRACTOR SHALL PLACE MARKER SIGNS AT EACH MANHOLE AND HANDHOLE INSTALLED.

26. CONTRACTOR TO ENCASE ALL 90° HORIZONTAL BENDS.

27. ALL PROPOSED TELECOM FACILITES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISH GRADE ELEVATION AT ALL LOCATIONS, UNLESS NOTED ON THE PLANS.

28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.

29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.

30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.

31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.

32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.

Charter COMMUNICATIONS

LJA Engineering, Inc.
FRN - F-1386

CHARTER COMMUNICATIONS
1199988
TERRA SCENA

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY: SS	SCALE
DRAWN BY: SS	HORIZONTAL: NA
CHECKED BY: RS	VERTICAL: NA
APPROVED BY: SA	SHEET: 1 OF 1
PROJECT NO: 1803-715	
DATE: 06-19-2019	PAGE: 2

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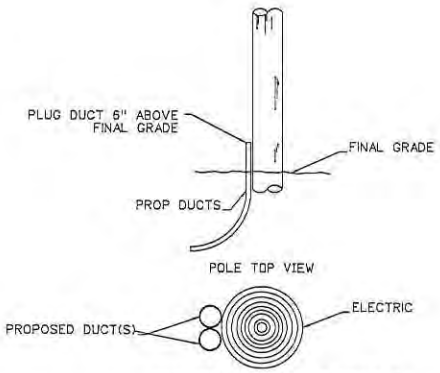
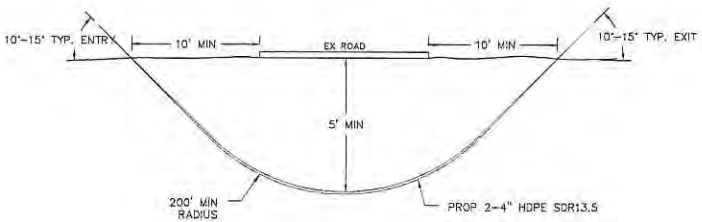


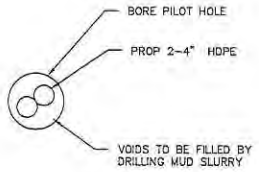
TYPICAL RISER DETAILS
N.T.S.

RISER GENERAL NOTES

1. RISERS TO BE GROUPED IN QUADRANT THAT DO NOT INTERFERE WITH CLIMBING SPACE.
2. RISERS SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
4. NO MORE THAN 3 RISERS PER POLE.



TYPICAL DIRECTIONAL
BORE PROFILE UNDER DRIVEWAYS
IN TXDOT ROW
N.T.S.



BORE W/ (2) 4" HDPE CONDUIT
N.T.S.

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TERRA SCENA

BURIED IMPROVEMENTS
TYPICAL DETAILS

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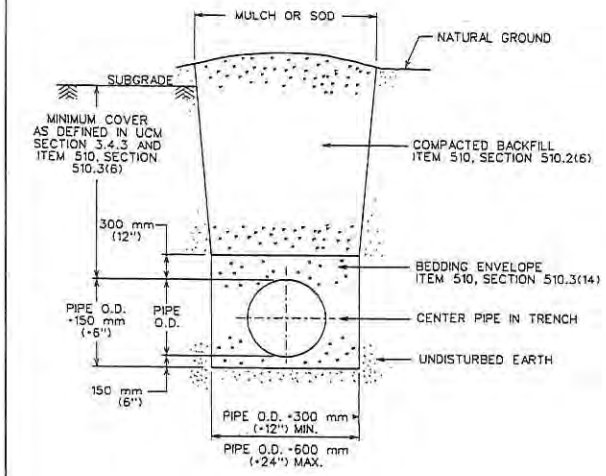

REFERENCES:

1. UTILITY CRITERIA MANUAL SECTION 3.4.3, "FINAL DESIGN"
2. STANDARD SPECIFICATION MANUAL ITEM 510,
   SECTION 510.2(6), "SELECT BACKFILL OR BORROW";
   SECTION 510.3(6), "TRENCH DEPTH AND DEPTH OF COVER";
   SECTION 510.3(14), "PIPE BEDDING ENVELOPE"

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TYPICAL TRENCH DETAIL WITH UNFINISHED SURFACE	
Bill Bardner 3/13/06 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 510S-5

Charter
COMMUNICATIONS

LJA Engineering, Inc.
FRN-F-1386

CHARTER COMMUNICATIONS
1199988
TERRA SCENA

BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY:	SS	SCALE	
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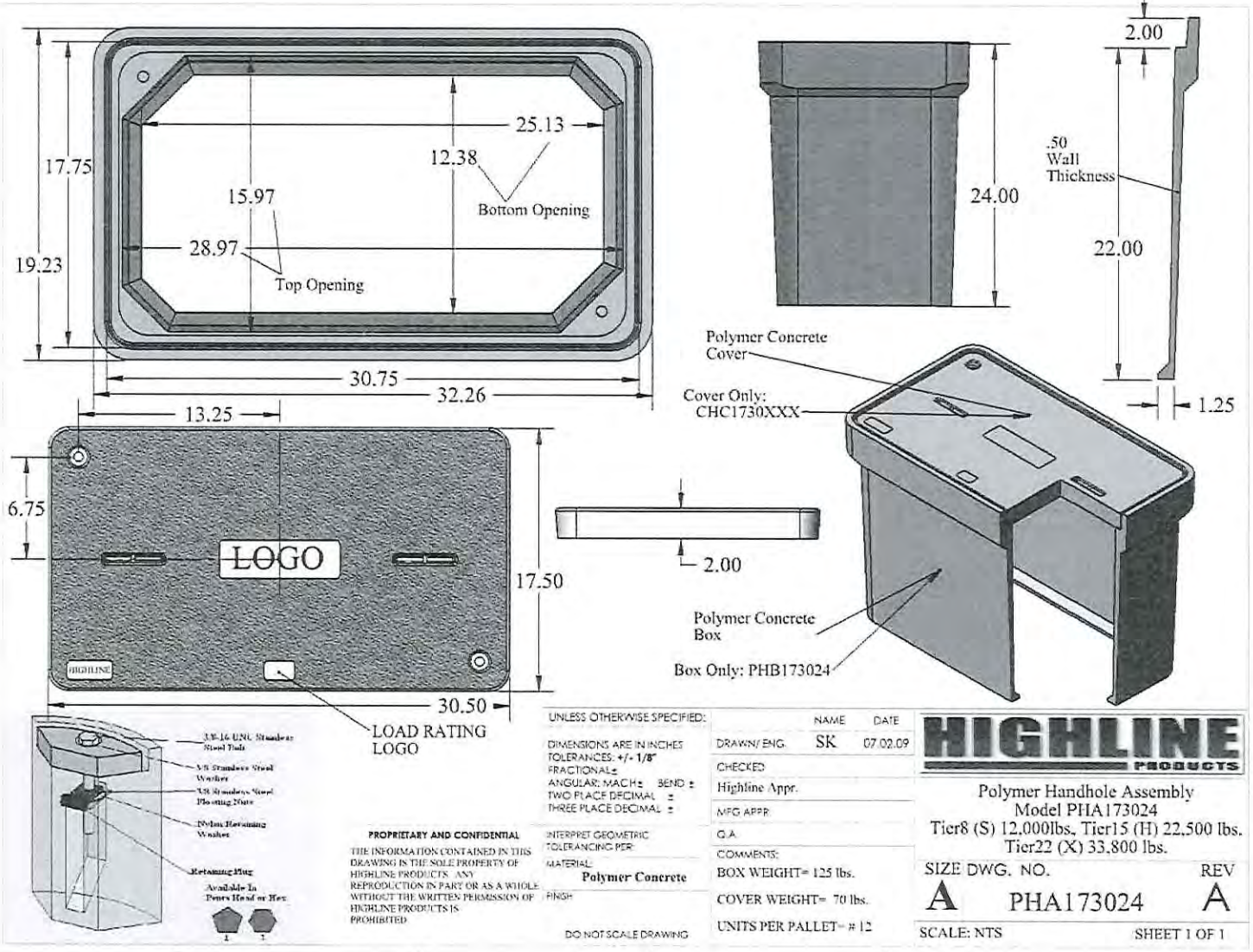

UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES TOLERANCES: +/- 1/8" FRACTIONAL ± ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ±	DRAWN/ ENG.	SK	07.02.09
	CHECKED		
	Highline Appr.		
	MFG APPR.		
	Q.A.		
INTERPRET GEOMETRIC TOLERANCING PER:	COMMENTS:		
MATERIAL: **Polymer Concrete**	BOX WEIGHT= 125 lbs.		
FINISH	COVER WEIGHT= 70 lbs.		
DO NOT SCALE DRAWING	UNITS PER PALLET= # 12		

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF HIGHLINE PRODUCTS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF HIGHLINE PRODUCTS IS PROHIBITED.

HIGHLINE PRODUCTS

Polymer Handhole Assembly
Model PHA173024
Tier8 (S) 12,000lbs, Tier15 (H) 22,500 lbs.
Tier22 (X) 33,800 lbs.

SIZE	DWG. NO.	REV
A	PHA173024	A

SCALE: NTS SHEET 1 OF 1

Charter COMMUNICATIONS

LJA Engineering, Inc.
FRN - F-1386

CHARTER COMMUNICATIONS
1199988
TERRA SCENA

BURIED IMPROVEMENTS
HANDHOLE DETAILS

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PROJECT NO:	1803-715		
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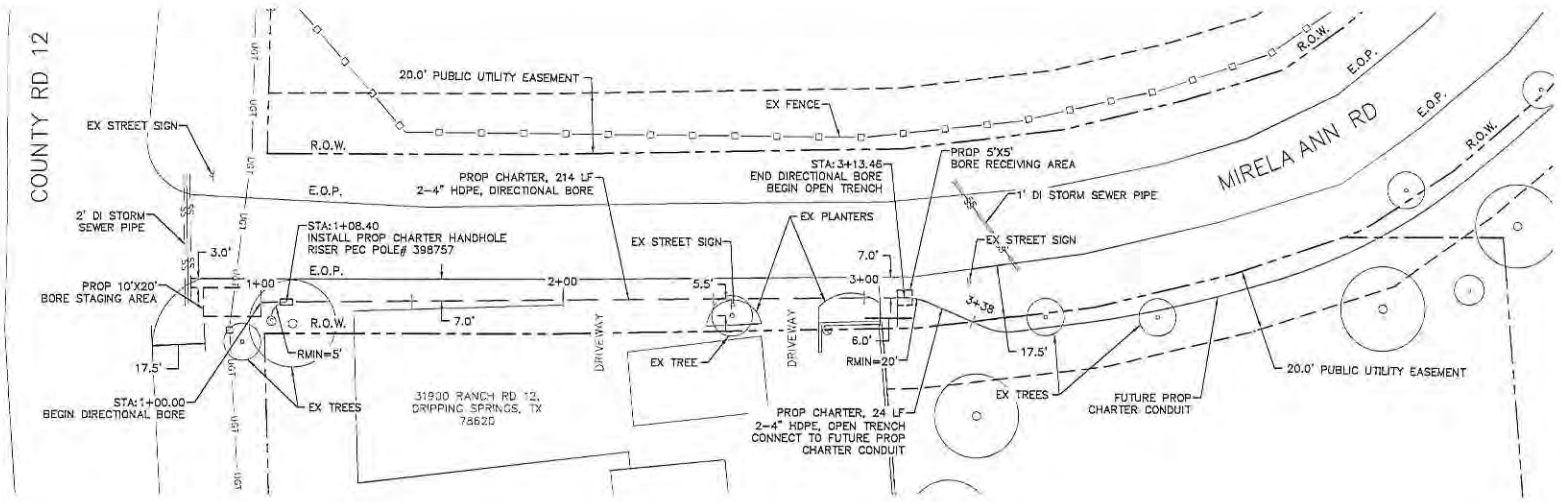

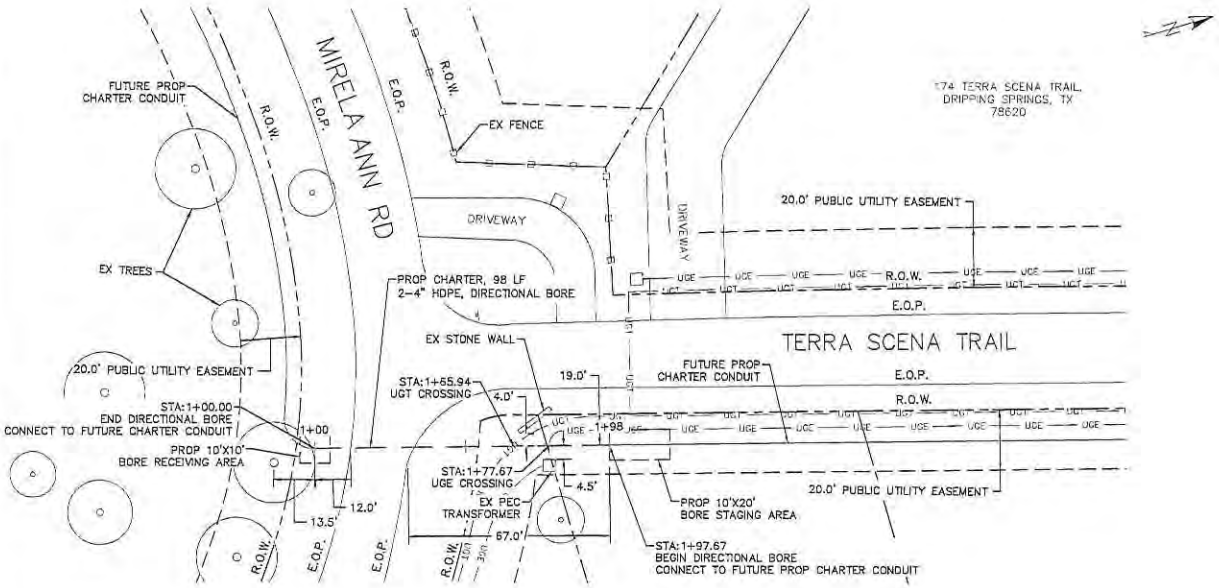

20 10 0 20 40
HORIZONTAL SCALE : 1" = 40'

LEGEND

- PROP BORE
- PROP TRENCH
- W — EX WATER LINE
- WW — EX WASTEWATER LINE
- SS — EX STORM SEWER
- UGE — EX ELECTRIC
- GAS — EX GAS
- UGT — EX TELECOM
- EX ROADWAY
- R.O.W.
- EX UTILITY POLE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 42" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL CITY OF DRIPPING SPRINGS WATER INFRASTRUCTURE.
3. MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
4. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.

Charter
COMMUNICATIONS

LJA Engineering, Inc.
FRN-F-1386

CHARTER COMMUNICATIONS
1199988
TERRA SCENA

BURIED IMPROVEMENTS
PLAN SHEET

DESIGN BY: SS	SCALE
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CHECKED BY: RS	VERTICAL: NA
APPROVED BY: SA	SHEET: 1 OF 1
PROJECT NO: 1803-715	
DATE: 06-19-2019	PAGE: 6

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10:30:07 AM
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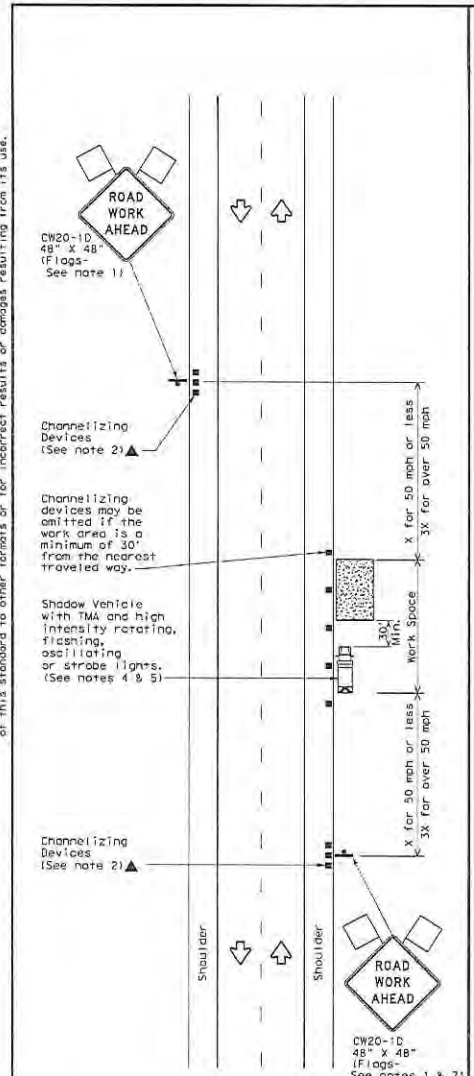
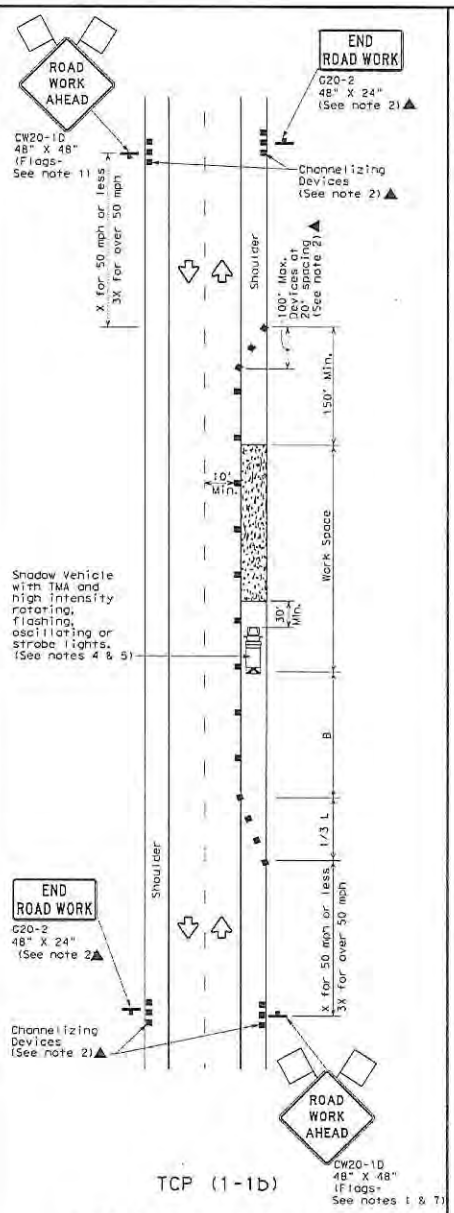


TCP (1-1a)

WORK SPACE NEAR SHOULDER

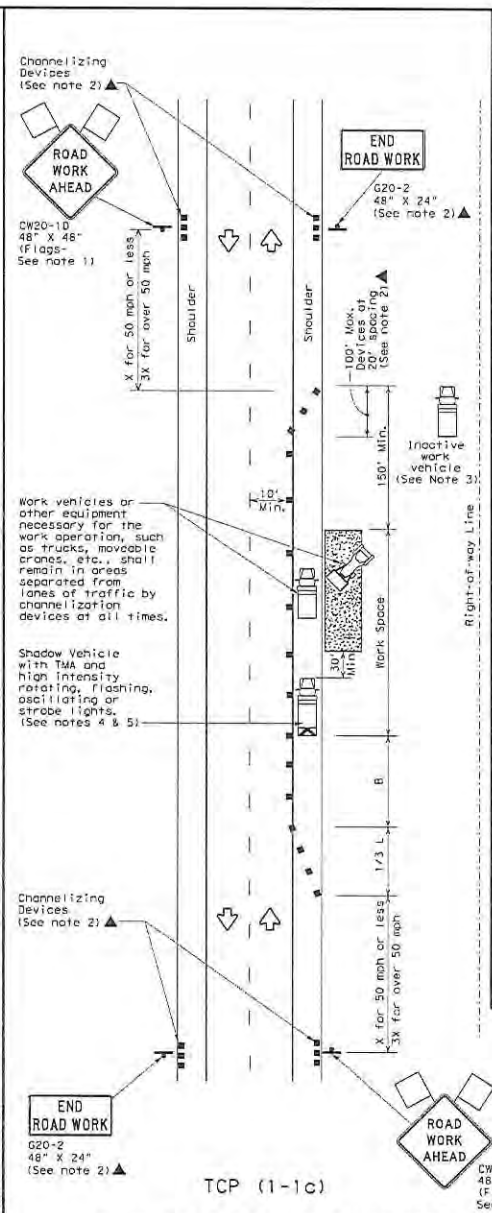
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	(M)	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 7

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

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 On-Site Sewage Facility Permit for office building with apartments located at 4605 Airport Highway 21, San Marcos, Texas 78666.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	INGALSBE	N/A

SUMMARY

Russell Forrester is proposing an OSSF to serve a small office building that includes three apartments. The system is designed to accommodate the apartments and a maximum of 5 employees per day. This 10.01-acre tract of land will be served by a public water supply.
The system designer, Andy Grubbs, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 500 gallons.

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 bond 601152227 to the Hays County Judge for the newly appointed Fire Marshal, per Local Government Code, Ch. 352.012.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	$148

LINE ITEM NUMBER

001-656-00-5302

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Kharley Smith	BECERRA	N/A

SUMMARY

The Fire Marshal bond requires court approval per LGC 352.012, and must be made payable to the County Judge per LGC 88.002.

Attachment: Bond

Liberty Mutual.
SURETY

STIPULATION

To be attached to and form part of Bond No. **601152227**

issued by The Ohio Casualty Insurance Company on behalf of John Scott Raven

in favor of Hays County Commissioners Court in the amount of

Ten Thousand Dollars And Zero Cents

($ $10,000.00) Dollars, and dated June 14, 2019 .

WHEREAS, it is the desire of all parties that this bond be amended as hereinafter provided.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that said bond hereinbefore described is hereby amended as follows:

The obligee is amended to read: Hays County Judge in lieu of Hays County Commissioners Court.

IT IS FURTHER STIPULATED AND AGREED that nothing herein contained shall vary, alter or modify any of the conditions of said bond except as herein expressly modified.

SIGNED, SEALED and DATED: June 19, 2019

John Scott Raven
Principal

By: John Scott Raven

By: Rachel Duncan Attorney-In-Fact

Agreed to and accepted by:

Hays County Commissioners Court

By:

S-1812 Blank Stipulation (Not to be used to change amount of bond)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200812**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bryant Ahmed, Bill Ballinger, Paul W. Bower, Samantha Cantu-Crouch, Kevin Claborn, Andrew P. Clark, Colin E. Conly, Aaron T. DeRoss, Rachel Duncan, LaCasha Grimes, Crystal A. Gutierrez, Richard S. Maxey, M. Ross McCormick, Andrew Miner, David W. Morgan, Diana Perez, Tomi J. Pope, Candace Reynolds, Mark Rozewicz, Brian A. Smith, Taylor Stonebarger, Hilaria Tijerina, Todd Tschantz, Alisha Weis

all of the city of Plano state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of March, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19 day of June, 19.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 execution of an amended Letter of Agreement between the Hays County Veterans Treatment Court and Austin Recovery, Inc. related to a fee reduction for the residential substance abuse treatment facility.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	N/A

LINE ITEM NUMBER

001-612-99-097]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Chris Johnson	INGALSBE	N/A

SUMMARY

On May 21, 2019 the Commissioners Court authorized a letter agreement with Austin Recovery-Hicks Family Ranch for Veterans in-patient treatment for substance abuse disorders.

The revised agreement reflects a revision in the fee schedule, reducing the 30-day treatment costs from $12,000 to $7,500 per individual. The Texas Veteran's Commission grant will fund all costs associated with this program.

Attachments: Austin Recovery, Inc. Letter of Agreement (revised)

LETTER OF AGREEMENT
Between
Hays County Veterans Treatment Court
and Austin Recovery, Inc.

Purpose: The purpose of this Letter of Agreement between Hays County Veterans Treatment Court and Austin Recovery, Inc. is to set out the means of cooperation and coordination between the parties to provide eligible veterans charged with misdemeanor offenses in Hays County an opportunity to realize better outcomes in their contact with the criminal justice system through utilization of such programs as Austin Recovery. The above referenced entities are hereinafter and collectively referred to as the "the parties or party".

Background: Hays County, Texas established a Veterans Treatment Court pursuant to Chapter 617 of the Texas Health and Safety Code. This Court was established to support members of the Nations' armed forces and veterans in the local community.

The Parties of this Letter of Agreement accepts as follows:

Hays County Veterans Treatment Court will be responsible for the following:

1. Identifying and referring veterans (as it finds necessary) for substance abuse treatment;
2. Completing the referral process, and
3. Remit payment for services provided within 30 days or receipt of Austin Recovery's invoice.

Austin Recovery, Inc. will be responsible for the following:

1. Assessing the referred clients and making appropriate treatment recommendations to include program and length of stay;
2. Providing skilled counselors or service providers to perform clients;
3. Provide collaborative treatment plan and treatment plan review;
4. Providing appropriate progress reports as needed;
5. Case management services while in services and collaboration for services post discharge (as approved by Veterans Treatment Court Program Manager); and
6. Provide a monthly invoice for services provided adhering to the attached Fee Schedule provided June 2019 to the Program Manager (see Exhibit A).

Confidentiality of Records: For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other non-commercial utility, including information about VTC Program Participant's criminal court-related information and/or any other information about said participant that is of a personal nature, including, but not limited to, said participants' name(s), addresses, telephone numbers, family information, employment information, school enrollment information, medical records information, military history information, criminal history information, or any other information (unstated herein) that would or could be considered "personal" in nature pertaining to said participants.

All individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPPA).

Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential information or the Veterans Treatment Court gives written notice releasing the obligation of such Agreement, whichever occurs first.

Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

Effective Date and Termination: This Agreement is effective upon the signing by both parties. Either party shall have the right of termination of this agreement upon written and/or verbal notification without specified time limits placed thereon. Veterans Treatment Court will be responsible for payment for any services provided up and until the termination date.

Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Misc: This is a non-exclusive Agreement. No element of this agreement will confer on one party the capacity to represent or act as an agent of the other.

Entire Agreement: The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement.

Program Acceptance:

Gerald Ramcharan, Program Director
Hays County Veterans Treatment Court

26 JUN 19
Date

Contract Execution:

Ruben Becerra, County Judge
Hays County

Date

Laura Sovine, Executive Director
Austin Recovery, Inc.

Date

austin recovery

"Revised"

EXHIBIT A: FEE SCHEDULE

Administration & Outpatient Offices
4201 South Congress
Suite 202
Austin, TX 78745
512-697-8500

Hicks Family Ranch
13207 Wright Road
Buda, TX 78610
512-697-8600

Austin Recovery Board of Directors 2018

Lynn Sherman
Chair

Dawn Crouch
Vice Chair

Guy Grace
Treasurer

Charlie Hill
Secretary

Bill McLellan

Rachael Wyatt

Bob Ellis

Jimmy Earl

Donny Hall

Jason Luke Dow

Thomas Champe Fitzhugh

Jay Mechling

Amanda Chapman

Sarah Marshall

Darryl Simchak

SERVICE LOCATIONS:

Service Location #	Address	Level of Care Provided
1	13207 Wright Road Buda TX 78610	Residential Detox and Residential Treatment
2	4201 South Congress Avenue #202 Austin, TX 78745	Intensive Outpatient, Supportive Outpatient Outpatient clinical services
3	9301 Hog Eye Rd Ste 123 Austin TX 78724	Intensive Outpatient, Supportive Outpatient Outpatient clinical services
4	1101 Camino La Costa Austin TX 78752	Intensive Outpatient, Supportive Outpatient Outpatient clinical services
5	2909 IH-35 N Service N13 Austin TX 7872	Intensive Outpatient, Supportive Outpatient Outpatient clinical services

SERVICES:

Billing Code	Service Description	Per Diem Yes/No	Service Location	Fee
126	Residential Detox	Yes	1	$500.00
1002	Residential Treatment	Yes	1	$250.00
H2036	Residential Treatment w/ Child	Yes	1	$300.00
906	Intensive Outpatient Treatment	Yes	2,3,4,5	$119.00
90791	Diagnostic Interview/Assessment	No	2,3,4,5	$48.00
90832	Psychotherapy – 30 min	No	2,3,4,5	$40.00
90834	Psychotherapy – 45 min	No	2,3,4,5	$50.00
90837	Psychotherapy – 60 min	No	2,3,4,5	$60.00
90846	Family Psychotherapy (without client)	No	2,3,4,5	$60.00
90847	Family Psychotherapy (with client)	No	2,3,4,5	$60.00
90849	Multi- Family Group	No	2,3,4,5	$40.00
90853	Group Psychotherapy	No	2,3,4,5	$40.00
Medication Not in Stock/ Unrelated Lab	Client medications or labs not related to SUD	NA	1	Pharmacy/Lab charge

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 Historical Commission to purchase a replacement computer with accessories and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	$2,079

LINE ITEM NUMBER

001-676-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

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

SUMMARY

This Historical Commission lead volunteer offices at the County Courthouse and assists with all county historical projects. The computer assigned to this volunteer has not been functional for two months and is beyond repairs per IT staff. Funds are available within their operating budget to fund this request.

Attachments: Dell
DIR Contract: #DIR-TSO-3763

Budget Amendment:
$ 880 - Increase Computer Equipment_Ops (computer)
$ 812 - Increase Data Supplies (monitors & printer)
$ 387 - Increase Software Licenses (Adobe Pro)
($2,079) - Decrease Contract Services

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000041293091.1**	Sales Rep	Chris Minchew
Total	**$1,369.14**	Phone	(800) 456-3355, 5138843
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Jun. 26, 2019	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Jul. 26, 2019		
Deal ID	17318888		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To

INFORMATION TECHNOLOGY
HAYS COUNTY
712 SOUTH STAGECOACH TRAIL
STE. 1206
SAN MARCOS, TX 78666
(512) 393-2273

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 7060 SFF	**$879.14**	**1**	**$879.14**
Dell 27 Monitor - P2719H	**$245.00**	**2**	**$490.00**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$1,369.14**
Shipping:	**$0.00**
Non-Taxable Amount:	**$1,369.14**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,369.14**

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000041300769.1**	Sales Rep	David Felix
Total	**$386.05**	Phone	(800) 456-3355, 5131594
Customer #	9657350	Email	David_Felix@Dell.com
Quoted On	Jun. 26, 2019	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Jul. 26, 2019		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
David Felix

Shipping Group

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2273

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
VLA ACROBAT PRO LICENSE MLP UNIVERSAL ENGLISH PERPETUAL	**$386.05**	**1**	**$386.05**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

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

Accept the Fiscal Year 2018 Hays County Emergency Services District #7 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	SHELL	N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report was completed on June 8, 2019.

June 8, 2019

To the Board of Commissioners of
Hays County Emergency Services District #7

My Responsibility under U.S. Generally Accepted Auditing Standards

My responsibility, as prescribed by the U.S. Professional Standards, is to plan and perform my audit to obtain reasonable assurance about whether the financial statements are free of material misstatement and to express an opinion on the financial statements. An Audit in accordance with U.S. Generally Accepted Auditing Standards does not provide absolute assurance or guarantee the accuracy of financial statements and is subject to the inherent risk that errors, irregularities or illegal acts, if they exist, have not been detected. Such standards also require that I obtain sufficient understanding of the internal control structure to plan the audit. However, such understanding is required for the purpose of determining my audit procedures and not to express an opinion on the effectives of the internal control over financial reporting.

The audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

My Responsibility for Other Information in Documents Containing Financial Statements

Pursuant to U.S. Professional Standards, the auditor's responsibility for other information in documents containing the audited financial statements does not extend beyond the financial information identified in the audit report, and the auditor is not required to perform procedures to corroborate such other information.

Management Judgments and Accounting Estimates

Accounting estimates, based upon Management's judgments, are an integral part of the financial statements. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particular sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from Management's current judgments.

Disagreements with Management

For purposes of this letter, U.S. Professional Standards define a disagreement with Management as a matter, whether or not resolved to my satisfaction, concerning a financial accounting, reporting, or auditing matter which could be significant to the financial statements or the audit report. I am pleased to report that no such disagreements arose during the course of my audit.

100 N Edward Gary Street, Suite 110, San Marcos Texas 78666
Phone: 512-587-6337 Fax: 1-800-630-2407 Linda@LTGcpa.com

Report Issued on Financial Statement Audit
My report issued on the financial statements was unmodified,

Internal Control Related Matters
I considered the internal control structure in order to gain a basic understanding of the internal control policies and procedures in order to design an effective and efficient audit approach, not for the purpose of providing assurance on the internal control structure.

Accounting Principles
Management employed appropriate accounting principles as described in the audited financial statements within Note A, and made all required disclosures in a clear and complete manner within the financial statements, as required following U.S. Generally Accepted Accounting Principles.

I noted no transactions that were both significant and unusual, and of which, under U.S. Professional Standards, I am required to inform you, or transactions for which there is a lack of authoritative guidance of consensus.

Management Cooperation
The management and governing board have been most helpful and cooperative.

Management Consultations with Other Accountants
Management has advised it did not consult with other accountants regarding auditing and accounting matters.

Management Representation
Management has provided me with a representation letter which outlines their responsibilities for the financial statements and information provided to me during the audit.

Difficulties Encountered in Performing the Audit
I encountered no unusual difficulties in dealing with Management in performing my audit. I was given full access to accounting records, supporting documents and other information that I requested.

Independence
I am not aware of any relationships between my firm and you that, in my professional judgment, may reasonably be thought to bear on my independence since my last communication.

Other Significant Matters, Findings, or Issues
Investment Policy
During the fiscal year, Hays County Emergency Services District #7 increased its investment activity. It is recommended that the District adopt a written investment policy. The investment policy should be approved by the governing board and be reviewed at least annually. The investment policy should define investment committee members, meeting structure, outline the type of investments, and set investment performance goals. In addition, the investment policy should require the evaluation and reporting of investment activity to the rest of the governing board.

This report is intended solely for the information and use of organization's management and its Board of Commissioners, and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Linda Teresa Gonzalez, CPA

Linda T. Gonzalez, CPA

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
AUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7

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Independent Auditor's Report

The Board of Commissioners
Hays County Emergency Services District #7

Report on the Financial Statements

I have audited the accompanying financial statements of Hays County Emergency Services District #7 (the District), which comprise the statement of assets, liabilities, and net assets-cash basis as of September 30, 2018, and the related statement of support, revenue, and expenses-cash basis for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note A; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

100 N. Edward Gary Street, Suite 110, San Marcos, Texas 78666
Ph: 512-587-6337 Fax: 1-800-630-2407 Linda@LTGcpa.com

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of Hay County Emergency Services District #7 as of September 30, 2018, and its support, revenue, and expenses for the year then ended in accordance with the cash basis of accounting described in Note A.

Basis of Accounting

I draw attention to Note A to the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. My opinion is not modified with respect to this matter.

Linda Tenzyer Gorzef, CPA

San Marcos, Texas
June 8, 2019

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-CASH BASIS
YEAR ENDED SEPTEMBER 30, 2018

ASSETS

ASSETS		
Cash and cash equivalents	$	1,070,833
Investments		1,078,695
TOTAL ASSETS		2,149,528

LIABILITIES AND NET ASSETS

NET ASSETS		
Unrestricted		2,149,528
TOTAL NET ASSETS		2,149,528
TOTAL LIABILITIES AND NET ASSETS	$	2,149,528

The accompanying notes are an integral part of the financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
STATEMENT OF SUPPORT, REVENUE, AND EXPENSES-CASH BASIS
YEAR ENDED SEPTEMBER 30, 2018

	Unrestricted
SUPPORT AND REVENUE	
Tax revenue	$ 1,416,379
Investment/Interest income	2,984
Unrealized loss-investments	(2,101)
TOTAL SUPPORT AND REVENUE	1,417,262
EXPENSES	
WEMS contract payments	1,218,000
WEMS contribution	250,000
Appraisal District	9,147
Tax Assessor-Collector	2,175
Public notices	780
Insurance	1,564
Audit	2,700
Postage/Mailbox	46
TOTAL EXPENSES	1,484,412
CHANGE IN NET ASSETS	(67,150)
NET ASSETS, BEGINNING OF YEAR	2,216,678
NET ASSETS, END OF YEAR	$ 2,149,528

The accompanying notes are an integral part of the financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICES

Reporting Entity: Hays County Emergency Services District #7 (the District), is a political subdivision established under the laws of the State of Texas by local voters for the purpose of raising money through ad valorem taxes on all real property located within the district. The District receives tax revenue to provide the direction and financial resources for protection of the lives and property of the people living or traveling within the District against medical emergencies.

Basis of Accounting: The District prepares its financial statement on the cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. Consequently, revenue is recognized when received rather than when earned and expenses are recognized when paid rather than when the obligation is incurred.

NOTE B – CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash deposit accounts and all highly liquid instruments with a maturity of three months or less from date purchased. The District's cash and cash equivalents include checking, savings, and certificate of deposit accounts. As of September 30, 2018, the District's cash and cash equivalents totaled $1,070,833.

NOTE C – INVESTMENTS

Investments held by the District are measured and recorded at fair value based on quoted prices in active markets on a trade-date basis. Investments held by the District at September 30, 2018, are as follows:

Fixed Income-Gov't Bonds	$ 538,844
Certificates of deposits	539,851
Total	$1,078,695

NOTE D – PROPERTY TAXES

The methods of property assessments and tax collections are determined by Texas statues. The appraisal of property within the District is the responsibility of the Hays County Appraisal District. Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located within the District in conformity with Texas Property Tax Code. Taxes are due on receipt of the tax bill and become delinquent if not paid before February 1st of the year in which imposed. The District's tax rate is set each September by the District's Board of Commissioners.

NOTE E – SUBSEQUENT EVENTS

Subsequent events have been evaluated through June 8, 2019, which is the date the financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the financial statement would be required.

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

Accept the mid-year financial report for fiscal year to date through March 31, 2019 as prepared by the office of the County Auditor.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

The Auditor's Office March 2019 Financial Report will 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

Authorize additional funding for the purchase of four (4) replacement Hazmat Level A suits for the Office of Emergency Services HazMat Team and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 2, 2019	$924

LINE ITEM NUMBER

001-656-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Kharley Smith	BECERRA	N/A

SUMMARY

On February 12, 2019 the Court authorized the purchase of replacement Hazmat Level A suits for the HazMat truck. An error was made in the original pricing and additional funds are needed in order to obtain the appropriate National Fire Protection Agency (NFPA) certified suits. Funds are available within the OES operating budget for this purchase.

Budget Amendment:
Increase 001-656-00.5719_400 - Miscellaneous Equipment Operating Expense
Decrease 001-656-00.5448 - Contract Services

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 consider the release of the maintenance bond #EAIC881700004 in the amount of $42,158.17, and the acceptance of roads into the county road maintenance system for Stonefield subdivision, Section 10 (remainder of Adoquin Trail only).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	N/A

SUMMARY

Staff recommends acceptance of this road into the county road maintenance system. It includes: the remainder of Adoquin Trail (1,909 ft. new total length).

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 call for a public hearing on July 16, 2019 to establish a 4-way stop on Trinity Hills Drive at the intersection with Littleton Drive and Belterra Village Way in Belterra subdivision to help with pedestrian and bike traffic crossing the road.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

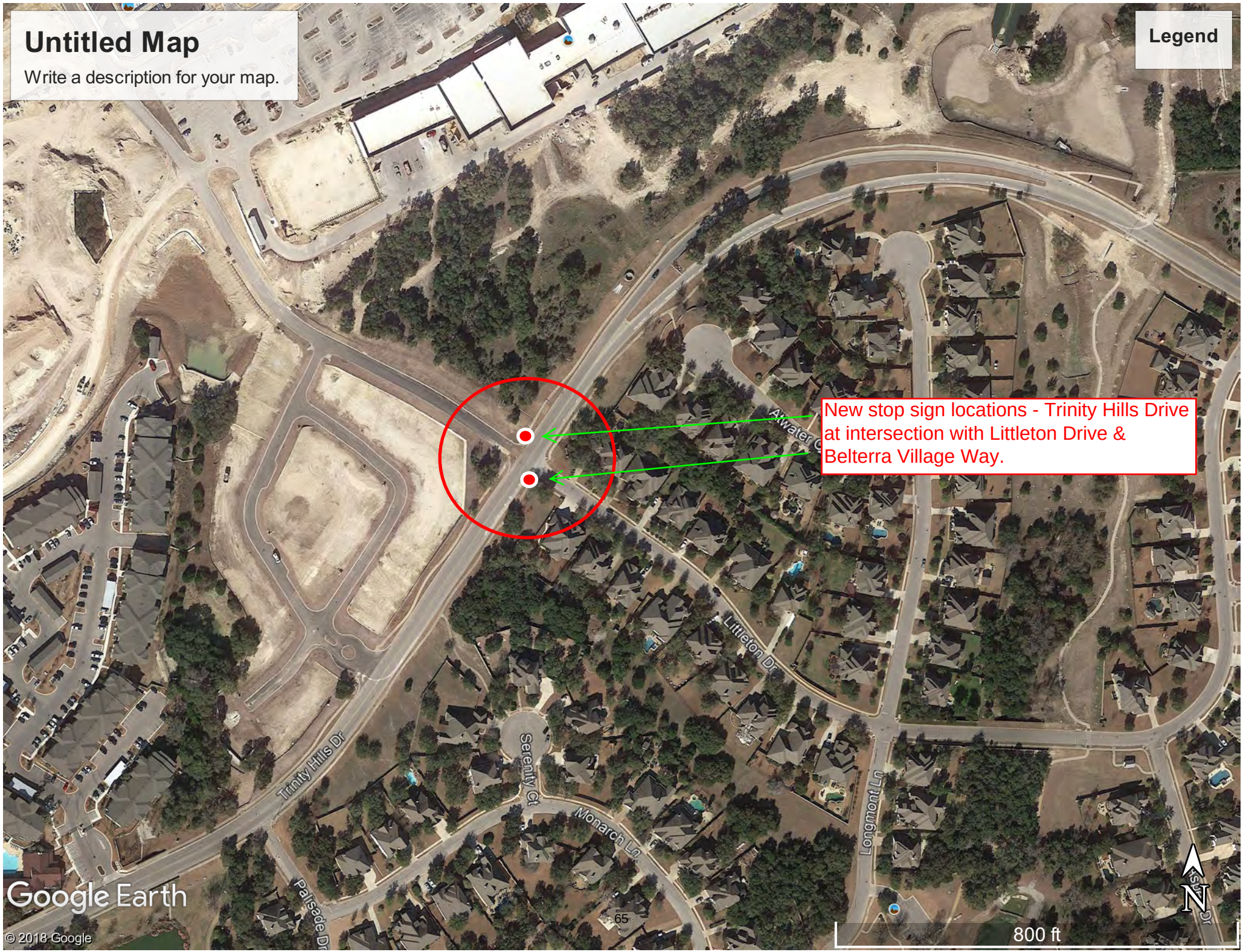
AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SMITH	N/A

SUMMARY

This action would allow for the installation of 2 new stop signs on Trinity Hills Drive at the intersection with Littleton Drive and Belterra Village Way to accommodate pedestrian and bike traffic as they cross Trinity Hills Drive from residential areas to visit the shops.


Untitled Map
Write a description for your map.
Legend
New stop sign locations - Trinity Hills Drive at intersection with Littleton Drive & Belterra Village Way.
Trinity Hills Dr
Serenity Ct
Monarch Ln
Littleton Dr
Longmont Ln
Palisade Dr
65
Google Earth
© 2018 Google
800 ft
N

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

Discuss and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) with Binkley & Barfield Inc. for utility coordination services related to the Lime Kiln Road (CR 225) project as part of the Hays County 2016 Road Bond Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 2, 2019	$262,000.00

LINE ITEM NUMBER

034-804-96-868.5621_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver	SMITH	SHELL

SUMMARY

This contract is for the performance, as needed, for Utility Adjustment Coordination, Utility Engineering, Utility Design, and Project Management related to the coordination and/or adjustment of seven utilities identified along the Lime Kiln Road (CR 225) [17/21-868-020] Road Bond Project through an initial Texas One Call and the Texas Railroad Commission. A Work Authorization for specific phased work is under negotiation.

JUN 24 2019
PSI

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Binkley & Barfield ("Engineer")**
ADDRESS: **3901 South Lamar Boulevard, Suite 430 Austin, TX 78704**
PROJECT: **Lime Kiln Road CR 225 Utility Coordination ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Hays County Design Criteria & Project Development Manual, latest edition
I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Hays County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. 1", to authorize the Engineer to perform one or more tasks of the Engineering Services. 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, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. 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 Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

OK based on work authorization
M 6/25/19

The maximum amount payable under this Contract, without modification, is **Two hundred sixty two thousand Dollars ($262,000.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Brian Rice
Binkley & Barfield
3901 South Lamar Blvd., Suite 430
Austin, Texas 78704

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. 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.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to:	Prime Strategies, Inc. 1508 South Lamar Blvd. Austin, Texas 78704 Attn: Michael Weaver
and to:	HNTB 701 Brazos, Suite 450 Austin, Texas 78701 Attn: Richard Ridings, P.E.
and to:	Office of General Counsel Hays County 111 E. San Antonio Street, Room 202 San Marcos, Texas 78666

Engineer: Brian Rice
Binkley & Barfield
3901 South Lamar Blvd., Suite 430
Austin, Texas 78704

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other

party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20____

OK
MM 6/25/19

ENGINEER

Binkley & Barfield

By

Printed Name: Brian D. Rice

Title: Vice President

Date: June 20, 2019

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Binkley & Barfield, Inc
Name of Firm

Signature of Certifying Official

Brian D Rice
Printed Name of Certifying Official

Corporate Vice President
Title of Certifying Official

June 24th, 2019
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Brian D. Rice _____ the Corporate Vice President of Bunkley + Barfield, Inc. on behalf of said firm.

LESLIE MECHAM
Notary Public, State of Texas
Comm. Expires 01-04-2022
Notary ID 8601961

Leslie Mecham
Notary Public in and for the
State of Texas

My commission expires: 01-04-2022

EXHIBIT B

ENGINEER SERVICES
Lime Kiln Road (CR 225) UTILITY COORDINATION
North of Windermere Rd to North of Post Rd

Scope of Services
The Engineer shall perform engineering services described as Utility Adjustment Coordination, Utility Engineering, Utility Design, Project Management, and Subsurface Utility Engineering (SUE) related to the coordination and/or adjustment of the following seven utilities (please note listed utilities are based on initial Texas One Call and Railroad Commission):

- CenterPoint Energy
- Century Link (Level 3)
- Charter Communications
- MCI/Verizon
- Texas State University
- City of San Marcos - Water
- City of San Marcos - WasteWater

Task 1 Project Management

- Utility Kick Off Meeting

The Engineer, in association with the County and its designated representatives, will hold a general utility kick off meeting with all utility companies identified in the project area to present the project, schedule and available utility information.

- Utility weekly coordination meetings

The Engineer will hold bi-weekly teleconference calls with all utility companies and designers during the active roadway design phase for up to **four (4)** months to coordinated interface between utility companies and roadway designer for a maximum of 13 meetings.

- Monthly project status and coordination meetings

The Engineer will participate in monthly project status meetings with the County and/or its designated representatives via teleconference calls up to 8 meetings and 4 in-person meetings. (estimated **12** meetings). The meetings will review:

  - Activities completed since the last meeting
  - Issues encountered
  - Late activities
  - Activities required by the next progress meeting
  - Solutions for unresolved and/or anticipated problems
  - Information or items required from other agencies/consultants
  - Review of utility's proposed adjustments

- Invoicing and Progress Reports

The Engineer will prepare invoices and progress reports monthly (estimated at **12**) and send them to the County or its designated representative for review and payment.

- Management of work activities

The Engineer will manage all the tasks described in this work authorization and hold weekly internal team meetings (up to **52**).

Task 2 Locating Utilities

Subsurface Utility Engineering (SUE) is the Management of Risk regarding utilities. It is performed pursuant to the American Society of Civil Engineers (ASCE) Standards Number CI-38-02. Under these Standards, four Quality Levels are defined that establish the various accuracy in the X,Y,Z position of a utility.

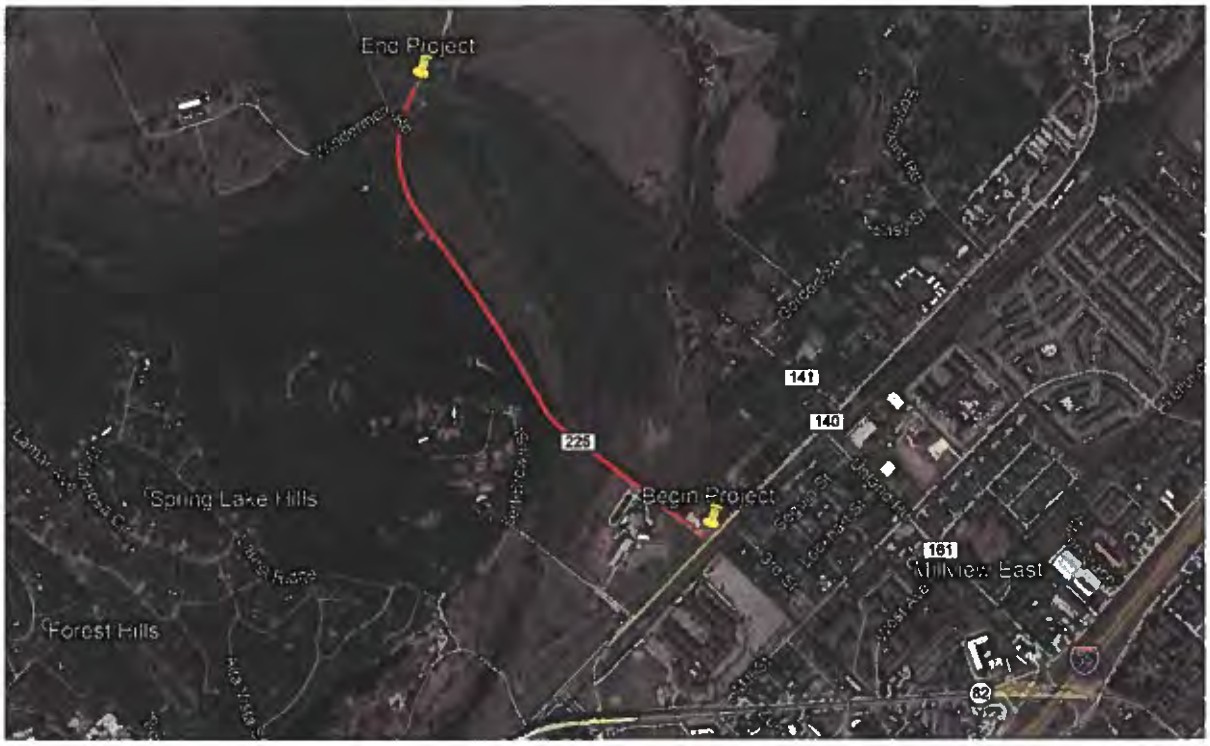
- ❖ QL-D Records Research – Collection of available utility records.
- ❖ QL-C Surface Feature Survey – Survey of utility surface features (manholes, fire hydrants, marker post, etc.) with the data tied to the QL-D research.
- ❖ QL-B Designation – Crews visit the field and utilize multiple types of electromagnetic equipment to directly hook to utilities and designate their horizontal (X,Y) position.
- ❖ QL-A Test Holes – Expose the utility by use of vacuum excavation and establish the horizontal and vertical position (X,Y,Z).

PROJECT OVERVIEW

The Subsurface Utility Engineering Department (SUE) of Binkley & Barfield, Inc. (BBI) proposes to provide Subsurface Utility Engineering Quality A Test Holes Services on CR 225 (Lime Kiln Rd) from CR 140 (Post Rd) to 300 feet northwest of Windermere Road, in San Marcos, TX.

EXHIBIT B

ENGINEER SERVICES
Lime Kiln Road (CR 225) UTILITY COORDINATION
North of Windermere Rd to North of Post Rd



1.0 PROJECT UNDERSTANDING

This SUE scope of services and associated fee estimate has been prepared taking into consideration the following understanding. If the Scope of Services is revised the fee will likewise be revised.

1.1 Client will provide to BBI any utility records that were previously collected for the project area, SUE QL-B sealed Designation Drawings and a conflict utility list.

1.2 Only utilities made of ferrous materials can be designated (plastic pipes cannot be designated).

1.3 SUE QL-A Test Hole locations will be selected after review of the completed SUE QL-B Designation Drawings.

2.0 SCOPE OF SERVICES

BBI will perform the following Services for this Project:

2.1 Quality Level A (QL-A) Test Hole Services

EXHIBIT B

ENGINEER SERVICES
Lime Kiln Road (CR 225) UTILITY COORDINATION
North of Windermere Rd to North of Post Rd

Quality Level A (QL-A) Test Hole Services are the location and accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. In performing locating (test hole) services, BBI will:

a. Provide all equipment, personnel and supplies required to perform locating services. BBI shall determine which equipment, personnel and supplies are required to perform such services.
b. Conduct appropriate investigation of site conditions and utilize the Plan Sheets provided by the Client to establish conditions and understand the utility locations.
c. Excavate test holes at Client selected locations to expose the utility to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, BBI shall comply with applicable utility damage prevention laws.
d. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, BBI will so notify the Client.
e. Investigate, evaluate, measure and record:
    1. Actual depth to top of utility referenced to a survey marker installed directly above the centerline of the exposed utility structure and
    2. Outside diameter of utility and configuration of non-encased, multi-conduit systems.
f. Furnish and install survey markers directly above the centerline of utility structure.
g. Backfill around the exposed facility using pea gravel in the roadways.
h. Evaluate and compare field information with utility information described in utility records and resolve conflicts.

2.2 Standard of Care

BBI will provide all SUE services to the prevailing standard of care applicable to the standard guidelines of ASCE C-I 38-02 circular for "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".

2.3 Data Management

EXHIBIT B

ENGINEER SERVICES
Lime Kiln Road (CR 225) UTILITY COORDINATION
North of Windermere Rd to North of Post Rd

BBI will analyze and correlate all of the SUE field-collected information with provided Plan Sheets for ensuring continuity of the information collected.

3.0 PROJECT DELIVERABLES

3.1 The Project Deliverables will consist of the following:

a. SUE QL-A Test Hole locations shown on the SUE QL-B drawings
b. Test Hole Report

Task 3 Evaluating Potential Utility Conflicts

Utility Engineering Services includes the identification of utility conflicts, coordination, and resolution of utility conflicts. The Engineer shall coordinate all activities with and the County to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

- The Engineer will keep it up to date the utility contact list provided by the Client throughout the duration of this work authorization
- The Engineer will keep an inventory of the existing records provided
- Utility Layout: The Engineer shall maintain a utility layout in the latest version of Microstation V8. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor and evaluate alternatives. The Engineer will utilize the Layout of existing utilities as prepared, if available, and make a determination of the following:
  - Facilities in conflict with the proposed project that are to be relocated.
  - Facilities to be abandoned in place.
  - Facilities to remain in service and in place.
- The Engineer will assist in determining which utilities will conflict with roadway construction, Hays County guidelines, or the "Utility Accommodation Rules" (UAR) and make the utility company aware of these conflicts.
- Evaluate Alternatives: The Engineer will evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

Task 4 Utility Adjustment Coordination Services:

Utility adjustment coordination includes utility coordination meetings with individual utility companies, communication and coordination with utilities, and preparation of utility agreement assemblies, including utility agreements, joint use agreements, and Advanced Funding Agreements (AFA). All utility coordination activities will be in

accordance with State's ROW Utility Manual, the Utility Accommodation Rules "UAR", or as directed by the County or the State.

Utility Adjustment Coordination:

- The Engineer shall perform utility coordination and liaison activities with involved utility owners, their consultants, Hays County and the State to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution. The Engineer shall act as the "Responsible Party" as indicated in the State – Utility Cooperative Management Process (See State ROW Utility Manual, chapter 2). We shall also ensure that all utility conflicts are resolved as mutually agreed by all parties, help establish, coordinate, and update design and sequence of utility work schedules, and track the schedule of all agreement assemblies.

- The Engineer shall coordinate all activities with Hays County and the State, or their designee, to facilitate the orderly progress and timely completion of the project design phase. We shall be responsible for the following:
  - Written Project Notifications. Provide written notification letters and associated roadway plans (PDF and *.dgn) at each design milestone to all Utility Companies
  - External Communications. Coordinate all activities with the design consultant or other contractors or representatives, as authorized by Hays County. We will also provide copies of diaries, correspondence and other documentation of work-related communications between the Binkley & Barfield, utility owners and other outside entities when requested by the County or State.

- The Engineer will hold project review meetings with the utility providers following the 90%, 100% and final utility sets of plans to resolve comments with the utility providers.

- The Engineer shall conduct group and individual meetings with utility companies, as required to facilitate utility conflict identification and resolution.
  - The Engineer shall establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.
  - Set agenda for all coordination meetings as directed by the and Hays County.

The work authorization includes up to (3) group utility meetings and (15) individual meetings with the utility companies, including meeting preparation, travel time, time, and meeting minutes.

EXHIBIT B

ENGINEER SERVICES
Lime Kiln Road (CR 225) UTILITY COORDINATION
North of Windermere Rd to North of Post Rd

- Utility Assemblies: The Engineer shall coordinate, secure, and prepare a packaged agreement consisting of a Standard Utility Agreement and it attachments including plans on 11x17 sheets, and schedule of work for each relocating utility.
    - **Utility Agreement**: For this project, there are Reimbursable and Non-Reimbursable shall be submitted. The Engineer shall furnish the appropriate form to the utility company and assist them with the adjustment plan preparation. The utility company should submit the permit, adjustment plans, and schedule to the Engineer for review. The Engineer shall assist in reviewing the plans to ensure compliance with the UAR and to ensure that the proposal will not conflict with highway construction. The utility company will submit the permit online upon approval by the Engineer. The responsibility for quality and accuracy of utility adjustment plans will remain with the Utility Company.
    - The Engineer shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of county and/or state right of way; all agreements will be prepared according to Hays County and/or the State's ROW Utility Manual and conforms to the UAR-rules and regulations. Any discrepancies or disagreements concerning the preparation of the agreements in which a higher degree of attention may be required, and we shall be responsible for obtaining all necessary documents or other material to complete same.

    (4) Reimbursable utilities and (3) non-reimbursable utilities are anticipated on this project.

- Utility Billings. The Engineer will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements. If needed, the Engineer will request any missing documentation required to support the invoice from the utility. After completion of the review, the invoice with supporting documentation, recommendation for payment, partial payment form and a payment summary will be forwarded to the County or its Designated Representative for approval and payment.

    Estimated (4) utility billings

Exclusions

- Railroad Permitting

EXHIBIT B

ENGINEER SERVICES
Lime Kiln Road (CR 225) UTILITY COORDINATION
North of Windermere Rd to North of Post Rd

- Construction Phase Services
- As built drawings
- Utilities being relocated by contractor

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Wortham, a division of Marsh USA, Inc PO Box 1388 Houston, TX 77251-1388 www.worthaminsurance.com	CONTACT NAME: Marsh Wortham, a division of Marsh USA, Inc PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): 713-521-1951 E-MAIL ADDRESS:
INSURED Binkley & Barfield, Inc. 3901 S. Lamar Blvd., Suite 430 Austin TX 78704	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : INSURER C : Property and Casualty Ins Co of Hartford — 34690 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 49431215 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			61UUNHF7407	3/20/2019	3/20/2020	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ☑ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			61UUNHF7407	3/20/2019	3/20/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			61WBAB2VUC	3/20/2019	3/20/2020	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: CR 225 Utility Coordination, North of Windermere Rd to North of Post Rd
Also included as certificate holder: Hays County, its directors, officers and employees.
Additional insured status and waiver of subrogation afforded to certificate holders per attached endorsements.

CERTIFICATE HOLDER

Hays County
Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Wortham, a division of Marsh USA, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Wortham, a division of Marsh USA, Inc PO Box 1388 Houston, TX 77251-1388 www.worthaminsurance.com	CONTACT NAME: Marsh Wortham, a division of Marsh USA, Inc PHONE (A/C, No, Ext): 713-526-3366 FAX (A/C, No): 713-521-1951 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Endurance American Specialty Insurance Co.	41718
INSURED Binkley & Barfield, Inc. 3901 S. Lamar Blvd., Suite 430 Austin TX 78704	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 49432905 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPL10007756303	9/11/2018	9/11/2019	$2,000,000 Each Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin TX 78704

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Wortham, a division of Marsh USA, Inc.

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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

SUB-1304; Discussion and possible action to approve final plat for the Bush Ranch, Phase 4, Section 1 Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SMITH	N/A

SUMMARY

The proposed Bush Ranch Phase 4, Section 1 is a 1 lot subdivision located off of W US Highway 290 in Precinct 4. Water service will be provided by West Travis County Public Utility Agency. Wastewater service will be accomplished by Hays County Municipal Utility District No. 4.

Issue Date : 4/9/2019

TAX CERTIFICATE

Jenifer O'Kane Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2018

Entities to which this certificate applies:

GHA - Hays County
ENR - North Hays County ESD #1
MHC4 - Hays County MUD #4
RSP - Special Road Dist
FNW - Hays County ESD #6
SDS - Dripping Springs ISD

Property Information

Property ID : 10-0245-0002-00021-4
Quick-Ref ID : R144220

ROCKY RIDGE TRL
DRIPPING SPRINGS, TX 78620

A0245 WILLIAM S HOLTON SURVEY, ACRES 1.257, 40.000000% UDI

Value Information

Land HS	:	$0.00
Land NHS	:	$504.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$0.00
Ag Use	:	$0.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$504.00

Owner Information

Owner ID : O0271191

194 BUSH LTD
28 CORDILLERA TRCE
STE 4
BOERNE, TX 78006

Ownership: 40.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
RSP	2018	0.22	0.00	0.00	0.00	0.00
GHA	2018	1.97	0.00	0.00	0.00	0.00
FNW	2018	0.40	0.00	0.00	0.00	0.00
ENR	2018	0.15	0.00	0.00	0.00	0.00
SDS	2018	7.66	0.00	0.00	0.00	0.00
MHC4	2018	4.28	0.00	0.00	0.00	0.00

Total for current bills if paid by 4/30/2019 : $0.00
Total due on all bills 4/30/2019 : $0.00

2018 taxes paid for entity RSP $0.22
2018 taxes paid for entity GHA $1.97
2018 taxes paid for entity FNW $0.40
2018 taxes paid for entity ENR $0.15
2018 taxes paid for entity SDS $7.66
2018 taxes paid for entity MHC4 $4.28

2018 Total Taxes Paid : $14.68
Date of Last Payment : 02/04/19

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Bonny Hudson
Signature of Authorized Officer of the Tax Office

Date of Issue	:	04/09/2019
Requestor	:	194 BUSH LTD
Receipt	:	DS-2019-055688
Fee Paid	:	$10.00
Payer	:	CMA ENGINEERING

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Issue Date : 4/9/2019

TAX CERTIFICATE

Jenifer O'Kane Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2018

Entities to which this certificate applies:

GHA - Hays County
ENR - North Hays County ESD #1
MHC4 - Hays County MUD #4
RSP - Special Road Dist
FNW - Hays County ESD #6
SDS - Dripping Springs ISD

Property Information

Property ID : 10-0245-0002-00012-4
Quick-Ref ID : R138168

13000 W US 290 DRIPPING SPRINGS TX, TX 78620

A0245 WILLIAM S HOLTON SURVEY, ACRES 8.625

Value Information

Land HS	:	$0.00
Land NHS	:	$927,920.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$0.00
Ag Use	:	$0.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$927,920.00

Owner Information

Owner ID : O0271191

194 BUSH LTD
28 CORDILLERA TRCE
STE 4
BOERNE, TX 78006

Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
RSP	2018	406.43	0.00	0.00	0.00	0.00
GHA	2018	3,617.96	0.00	0.00	0.00	0.00
FNW	2018	728.42	0.00	0.00	0.00	0.00
ENR	2018	278.38	0.00	0.00	0.00	0.00
SDS	2018	14,104.38	0.00	0.00	0.00	0.00
MHC4	2018	7,887.32	0.00	0.00	0.00	0.00

Total for current bills if paid by 4/30/2019 : $0.00
Total due on all bills 4/30/2019 : $0.00

2018 taxes paid for entity RSP $406.43
2018 taxes paid for entity GHA $3,617.96
2018 taxes paid for entity FNW $728.42
2018 taxes paid for entity ENR $278.38
2018 taxes paid for entity SDS $14,104.38
2018 taxes paid for entity MHC4 $7,887.32

2018 Total Taxes Paid : $27,022.89
Date of Last Payment : 02/04/19

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue	:	04/09/2019
Requestor	:	194 BUSH LTD
Receipt	:	DS-2019-055687
Fee Paid	:	$10.00
Payer	:	CMA ENGINEERING

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Issue Date : 4/9/2019

TAX CERTIFICATE

Jenifer O'Kane Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2018

Entities to which this certificate applies:

GHA - Hays County
ENR - North Hays County ESD #1
MHC4 - Hays County MUD #4
RSP - Special Road Dist
FNW - Hays County ESD #6
SDS - Dripping Springs ISD

Property Information

Property ID : 10-0245-0002-00020-4
Quick-Ref ID : R144219

ROCKY RIDGE TRL
DRIPPING SPRINGS, TX 78620

A0245 WILLIAM S HOLTON SURVEY, ACRES 3.07

Value Information

Land HS	:	$0.00
Land NHS	:	$554,250.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$0.00
Ag Use	:	$0.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$554,250.00

Owner Information

Owner ID : O0271191

194 BUSH LTD
28 CORDILLERA TRCE
STE 4
BOERNE, TX 78006

Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
RSP	2018	242.76	0.00	0.00	0.00	0.00
GHA	2018	2,161.03	0.00	0.00	0.00	0.00
FNW	2018	435.09	0.00	0.00	0.00	0.00
ENR	2018	166.28	0.00	0.00	0.00	0.00
SDS	2018	8,424.61	0.00	0.00	0.00	0.00
MHC4	2018	4,711.13	0.00	0.00	0.00	0.00

Total for current bills if paid by 4/30/2019 : $0.00
Total due on all bills 4/30/2019 : $0.00

2018 taxes paid for entity RSP $242.76
2018 taxes paid for entity GHA $2,161.03
2018 taxes paid for entity FNW $435.09
2018 taxes paid for entity ENR $166.28
2018 taxes paid for entity SDS $8,424.61
2018 taxes paid for entity MHC4 $4,711.13

2018 Total Taxes Paid : $16,140.90
Date of Last Payment : 02/04/19

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue	:	04/09/2019
Requestor	:	194 BUSH LTD
Receipt	:	DS-2019-055689
Fee Paid	:	$10.00
Payer	:	CMA ENGINEERING

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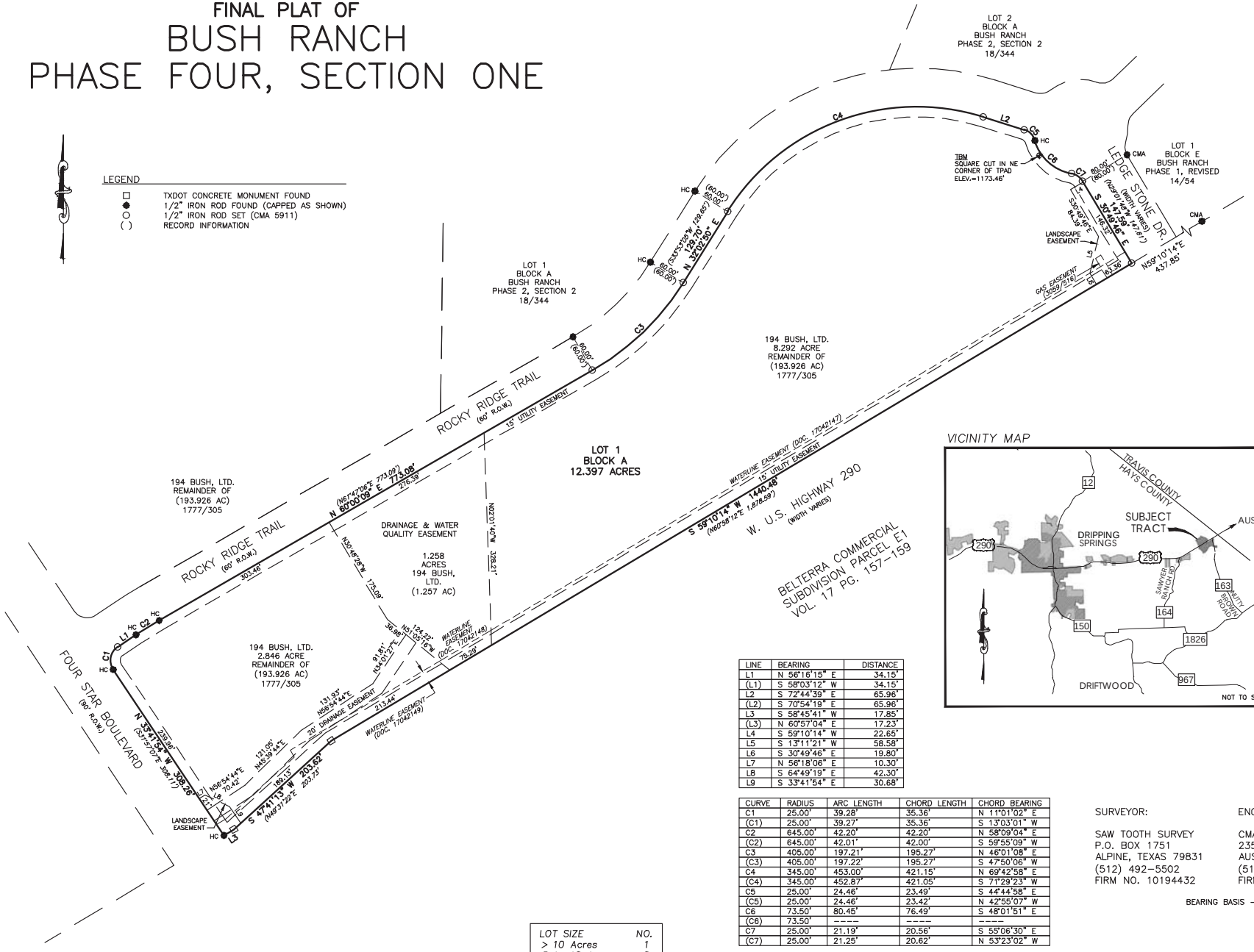
FINAL PLAT OF
BUSH RANCH
PHASE FOUR, SECTION ONE



VICINITY MAP

LINE	BEARING	DISTANCE
L1	N 56°16'15" E	34.15'
(L1)	S 58°03'12" W	34.15'
L2	S 72°44'39" E	65.96'
(L2)	S 70°54'19" E	65.96'
L3	S 58°45'41" W	17.85'
(L3)	N 60°57'04" E	17.23'
L4	S 59°10'14" W	22.65'
L5	S 13°11'21" W	58.58'
L6	S 30°49'46" E	19.80'
L7	N 56°18'06" E	10.30'
L8	S 64°49'19" E	42.30'
L9	S 33°41'54" E	30.68'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	39.28'	35.36'	N 11°01'02" E
(C1)	25.00'	39.27'	35.36'	S 13°03'01" W
C2	645.00'	42.20'	42.20'	N 58°09'04" E
(C2)	645.00'	42.01'	42.00'	S 59°55'09" W
C3	405.00'	197.21'	195.27'	N 46°01'08" E
(C3)	405.00'	197.22'	195.27'	S 47°50'06" W
C4	345.00'	453.00'	421.15'	N 69°42'58" E
(C4)	345.00'	452.87'	421.05'	S 71°29'23" W
C5	25.00'	24.46'	23.49'	S 44°44'58" E
(C5)	25.00'	24.46'	23.42'	N 42°55'07" W
C6	73.50'	80.45'	76.49'	S 48°01'51" E
(C6)	73.50'	-----	-----	-----
C7	25.00'	21.19'	20.56'	S 55°06'30" E
(C7)	25.00'	21.25'	20.62'	N 53°23'02" W

LOT SIZE	NO.
> 10 Acres	1
5 to 10 Acres	0
2 to 5 Acres	0
1 to 2 Acres	0
< 1 Acre	0
1 Lot Total	

SURVEYOR:

SAW TOOTH SURVEY
P.O. BOX 1751
ALPINE, TEXAS 79831
(512) 492-5502
FIRM NO. 10194432

ENGINEER:

CMA ENGINEERING, INC.
235 LEDGESTONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000
FIRM NO. 3053

BEARING BASIS - STATE PLANE (TXSC 4204)

100 50 0 100 200
GRAPHIC SCALE IN FEET

jborrego - Jun 20, 2019 - 3:04pm - File: M:\DWG\1804-Bush Ranch Commercial\CAD\PLAT\PLAT REVISION 6-11-19\1804 SURV Final Plat_190611.dwg

FINAL PLAT OF
BUSH RANCH
PHASE FOUR, SECTION ONE

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT 194 BUSH, LTD., ACTING BY AND THROUGH ITS GENERAL PARTNER, DH REAL ESTATE INVESTMENT COMPANY, OWNER OF THE REMAINDER OF 193.926 ACRES OF LAND OUT OF THE WILLIAM S. HOLTON SURVEY NO. 57 ABSTRACT 245 IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 1777, PAGE 305, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE A 12.397 ACRE PORTION OF SAID TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

BUSH RANCH PHASE FOUR SECTION ONE

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____ A.D., 2019

194 BUSH, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: DH REAL ESTATE INVESTMENT COMPANY,
A TEXAS CORPORATION,
DBA DH INVESTMENT COMPANY,
ITS GENERAL PARTNER

BY:_____
MICHAEL L. SCHOENFELD, VICE PRESIDENT

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED MIKE SCHOENFELD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D., 2019.

_____
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED WITHIN THE LIMITED PURPOSE JURISDICTION OF THE CITY OF DRIPPING SPRINGS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL NO. 48209C 0128F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (WTCPUA).
7. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. TELEPHONE SERVICE MAY BE PROVIDED BY AT&T.
10. ORGANIZED GAS SERVICE MAY BE PROVIDED BY TEXAS GAS SERVICE.
11. MINIMUM SETBACK ON U.S. HWY 290 SHALL BE 20 FEET.
12. MINIMUM SETBACK ON ROCKY RIDGE TRAIL SHALL BE 20 FEET.
13. MINIMUM SIDE SETBACKS ON LEDGE STONE DRIVE AND FOUR STAR BLVD. SHALL BE 10 FEET.
14. MINIMUM SIDE YARD SETBACK ADJACENT TO A PUBLIC STREET SHALL BE 10 FEET.
15. UTILITY EASEMENTS OF 15 FEET SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED R.O.W.
16. DEVELOPMENT WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE CITY OF DRIPPING SPRINGS LIGHTING ORDINANCE 1260.00.
17. ALL STREETS, DRAINAGE, AND EROSION CONTROLS ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO HAYS COUNTY STANDARDS.
18. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
19. THIS PLAT IS LOCATED WITHIN NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 6.

CITY OF DRIPPING SPRINGS ADMINISTRATIVE PLAT APPROVAL

THIS PLAT, BUSH RANCH PHASE FOUR SECTION ONE, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF DRIPPING SPRINGS TEXAS, AND IS HEREBY APPROVED, THIS THE _____ DAY OF _____ , A.D 2019, BY THE CITY COUNCIL.

_____ _____
ANDREA CUNNINGHAM, CITY SECRETARY TODD PURCELL, MAYOR

BUSH RANCH PHASE 4 SECTION ONE IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4 AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S WASTEWATER SYSTEMS.

_____ _____
HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 4 DATE

BUSH RANCH PHASE 4 SECTION ONE IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (WTCPUA) AND WATER SERVICE AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE WTCPUA'S WATER SYSTEMS.

_____ _____
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY DATE

PAGE 2 OF 2

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND THE CITY OF DRIPPING SPRINGS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____ _____ _____
KEVIN MUELLER DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5911

STATE OF TEXAS
COUNTY OF HAYS

I, FELIX MANKA, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD ZONE AREA AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 48209C 0128F, EFFECTIVE DATE SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
ADDITIONALLY, CHANNELIZED AND CONCENTRATED STORM WATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR DRAINAGE EASEMENTS AND DRAINAGE LOTS SHOWN ON THE ATTACHED PLAT.

_____ _____ _____
FELIX MANKA DATE
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS NO. 66104

DRIVEWAY PERMIT NOTE

"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS."

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

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.

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 DEVELOPMENT SERVICES DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

_____ _____ _____ _____
CAITLYN STRICKLAND TOM POPE, R.S.,C.F.M.
DIRECTOR HAYS COUNTY
HAYS COUNTY DEVELOPMENT SERVICES FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF_____, A.D. 2019, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2019.

_____ _____
RUBEN BECERRA ELAINE H. CARDENAS
COUNTY JUDGE COUNTY CLERK
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY 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 _____ DAY OF_____, A.D. 2019, AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2019.

_____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

_____
CAITLYN STRICKLAND
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

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 Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 2, 2019	$51,101

LINE ITEM NUMBER

070-685-00.5801

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	BECERRA	N/A

SUMMARY

The Juvenile Detention Center Director is requesting authorization to participate with the Sheriff's contract medical provider pursuant to Local Government Code, Ch. 262.04(a)(4). Wellpath will provide LVN, RN and Physician oversite to administer health care services and related administrative services as outlined in the provisions of the attached Agreement.

Attachment: Wellpath, LLC Agreement

Budget Amendment:
Increase Health Care Program Services
Decrease Salary Adjustments

AGREEMENT FOR JUVENILE HEALTH CARE SERVICES
at Hays County, Texas
Effective August 1, 2019 through September 30, 2019

This Agreement for Juvenile Health Care Services (hereinafter, the "Agreement") entered into by and between the County of Hays, a political subdivision in the State of Texas, acting by and through its duly elected Hays County Commissioners Court, (hereinafter, the "County") and Wellpath LLC (hereinafter, "Wellpath"), a Delaware Limited Liability Company.

RECITALS

WHEREAS, the County is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Hays County Juvenile Detention Center located at 2250 Clovis R Barker Rd., San Marcos, Texas 78666 (hereinafter, "JDC"); and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to the Juveniles housed in the JDC (hereinafter, "JDC Population"), in accordance with applicable law; and

WHEREAS, Wellpath is in the business of administering health care services and desires to administer such services on behalf of the County to the JDC Population under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

DEFINITIONS

County Juveniles or Detainees – A Juvenile held under the jurisdiction of the County. County Juveniles/Detainees may be housed in the JDC or in another jurisdiction's facility. However, County Juveniles/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless Wellpath administers health care services at the other jurisdiction's facility and is specifically set forth below.

Covered Persons – A Juvenile of the JDC who is: (1) part of the JDC's MADP; and (2) Fit for Confinement; and (3)(a) housed in the JDC.

Fit for Confinement – A determination made by a Wellpath authorized licensed medical professional that a Juvenile is medically stable and has been medically cleared for acceptance into the JDC. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Care Staff – Medical, mental health, and support staff provided or administered by Wellpath.

Wellpath Chief Clinical Officer – Wellpath's Chief physician who is vested with certain decision-making duties under this Agreement.

Monthly Average Daily Population ("MADP") – The average number of Juveniles/Detainees housed in the JDC on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Juveniles/Detainees. The MADP shall be figured by summing the daily population for the JDC and Other County Juveniles/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. JDC records shall be made available to Wellpath upon request to verify the MADP.

NCCHC – The National Commission on Correctional Health Care.

Other County Juvenile – A Juvenile under the jurisdiction of another county, state or federal agency, who is being housed in the JDC.

Physician Extender – An advanced-level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

Specialty Services – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

ARTICLE I
HEALTH CARE SERVICES

1.0 SCOPE OF SERVICES. Wellpath shall administer health care services and related administrative services at the JDC according to the terms and provisions of this Agreement. The costs of the various health care services shall be borne by Wellpath or the County as set forth in this Article. Notwithstanding anything to the contrary herein contained, the County shall be responsible for the cost of all pharmacy and off-site services.

1.1 GENERAL HEALTH CARE SERVICES. Wellpath will arrange and bear the cost of the following health care services, as detailed in the current guidelines set forth by the NCCHC:

1.1.1 RECEIVING SCREENING. A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the JDC, not to exceed 24 hours after the Covered Person's arrival at the JDC.

1.1.1 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed in accordance with current NCCHC guidelines.

1.1.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting.

1.2 AMBULANCE SERVICE – NOT COVERED. Wellpath shall not be responsible for the provision or cost of any ambulance services. In the event that ambulance service is required for any reason, the County shall bear the cost.

1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Wellpath Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).

1.4 DENTAL – ORAL SCREENING ONLY. Wellpath shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) of all Covered Persons. The County shall bear the cost of any and all other dental services required by the JDC Population.

1.5 ELECTIVE MEDICAL CARE – NOT COVERED. Wellpath shall not be responsible for the provision or cost of any elective care. In the event a member of the JDC Population requires elective care, the County shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of Wellpath's Chief Clinical Officer or

designee, cause the Juvenile's health to deteriorate or cause harm to the Juvenile's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.6 MENTAL HEALTH CARE – NOT COVERED. Wellpath shall not be responsible for the provision or cost of on-site Mental Health Care Services. Wellpath shall likewise not be responsible for the provision or cost of any off-site or inpatient mental health services. The County shall be responsible for the provision and cost of mental health services for the JDC Population.

1.7 PATHOLOGY/RADIOLOGY SERVICES – NOT COVERED. Wellpath shall not be responsible for the provision or cost of any pathology or radiology services. In the event that any pathology or radiology services (also referred to as laboratory and x-ray services) are required for the JDC Population, the County shall bear the cost.

1.8 PREGNANT COVERED PERSONS. Wellpath shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with NCCHC standards and this Agreement, but Wellpath shall not arrange or bear the cost of any health care services for infants. To the extent health care services are required for any pregnant Covered Person but cannot be reasonably rendered onsite with resources under this Agreement in the sole discretion of Wellpath, Wellpath shall make appropriate off-site arrangements for rendering such care, but the cost of such off- site services shall be borne by the County.

1.9 SPECIALTY SERVICES – NOT COVERED. Wellpath shall not be responsible for the provision or cost of any Specialty Services. In the event that Specialty Services are medically necessary for the JDC Population, the County shall bear the cost.

1.10 VISION CARE – NOT COVERED. Wellpath shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any Covered Person requires vision services, including an ophthalmologist's services, the County shall bear the cost of such vision or eye care services.

1.11 OFFICE EQUIPMENT – NOT COVERED. Wellpath shall not be responsible for the provision or cost of any office equipment. The County shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.

1.12 OFFICE SUPPLIES. Wellpath shall be responsible for providing office supplies such as books, medical record folders, forms, and paper supplies as required for the administrative operations of the medical unit.

1.13 MEDICAL SUPPLIES/EQUIPMENT OF $500 OR LESS. Wellpath shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the Agreement which have a unit cost of $500 or less, but does not include office and paper supplies.

1.14 MEDICAL WASTE – NOT COVERED. The County shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Agreement in accordance with all applicable state laws and OSHA-regulated standards.

1.15 PHARMACY SERVICES. Wellpath shall provide monitoring of pharmacy usage as well as a Preferred Medication List. The County shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed Wellpath physician for a Covered

Person. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.

1.16 COSTS FOR PHARMACY AND OFF-SITE SERVICES. Notwithstanding anything to the contrary herein contained, the County shall be responsible for the cost of all pharmaceutical and off-site services.

ARTICLE II
HEALTH CARE STAFF

2.0 STAFFING HOURS. Wellpath shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. Wellpath reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.

2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least 24 hours advanced notice.

2.0.2 Wellpath shall provide or arrange for the provision of an on-call Physician Extender available by telephone or pager 24 hours per day and 7 days per week.

2.0.3 Wellpath shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of Wellpath, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Juvenile population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the County and Wellpath.

2.2 STAFF SCREENING. The County shall screen Wellpath's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the JDC to ensure they do not constitute a security risk. The County shall have final approval of Wellpath's Health Care Staff, employees, agents and/or subcontractors in regards to security/background clearance.

2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the County becomes dissatisfied with any member of the Health Care Staff, the County shall provide Wellpath written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, Wellpath shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the County within ten (10) business days following Wellpath's receipt of the notice, Wellpath shall remove the individual from providing services at the JDC within a reasonable time frame considering the effects of such removal on Wellpath's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The County reserves the right to revoke the security clearance of any Health Care Staff at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

3.0 UTILIZATION MANAGEMENT. Wellpath shall provide utilization management services and administer Pharmacy services as set forth in Article I, on behalf of the County. Wellpath will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the County apprised of its utilization management practices.

3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. Wellpath shall conduct an ongoing health and mental health education and training program in accordance with the needs mutually established by the County and Wellpath.

3.2 QUARTERLY REPORTS. As requested by the County, Wellpath shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the JDC Population.

3.3 QUARTERLY MEETINGS. As requested by the County, Wellpath shall meet quarterly, or as soon thereafter as possible, with County representatives concerning health care services within the JDC and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.

3.4 MEDICAL RECORDS MANAGEMENT. Wellpath shall provide the following medical records management services:

3.4.1 MEDICAL RECORDS. Wellpath Health Care Staff shall maintain, cause or require the maintenance of, complete and accurate medical records for Covered Persons who have received health care services. Medical records shall be kept separate from Covered Person's confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the JDC to another location for off-site services or transferred to another institution. Wellpath will keep medical records confidential and shall not release any information contained in any medical record except as required by published JDC policies, by a court order, or by other applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the County.

3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, Wellpath shall make available to the County, unless otherwise specifically prohibited, at the County's request, all records, documents and other papers relating to the direct delivery of health care services to the JDC Population hereunder.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

4.0 GENERAL. Except as otherwise provided in this Agreement, Wellpath shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.

4.1 EMERGENCY MEDICAL CARE FOR JDC EMPLOYEES AND VISITORS. Wellpath shall arrange for on-site first response emergency medical care as required for JDC employees, contractors and visitors to the JDC. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.2 RELEASE FROM CUSTODY. The County acknowledges and agrees that Wellpath is responsible for the payment of costs associated with services rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the JDC. In no event shall Wellpath be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JDC including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall Wellpath be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the JDC facility during transport to or from the JDC.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

5.0 OTHER COUNTY JUVENILES/DETAINEES. The County shall be responsible for costs related to the provision of services for Other County Juveniles/Detainees to the extent the County is responsible for any other Covered Persons. Should the County be entitled to recovery of costs from any other jurisdiction or authority, Wellpath shall cooperate in the County's recovery efforts, but the County shall ensure Wellpath is compensated to the extent provided in this Agreement.

5.1 COUNTY JUVENILES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JDC. Wellpath shall not be responsible for arranging the medical care or treatment for County Juveniles/Detainees housed in other counties or jurisdictions. The County or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of County Juveniles/Detainees removed from the JDC, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Juveniles/Detainees, unless the Juvenile is housed in a facility where Wellpath provides Juvenile health care services. Wellpath shall not be responsible for arranging the medical care or treatment for County Juveniles/Detainees housed outside the JDC.

5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED JUVENILES/DETAINEES. Wellpath shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the JDC or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JDC. In addition, Wellpath shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. Wellpath shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the County shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is Fit for Confinement. To the extent Wellpath is billed for medical services provided to an individual who is not Fit for Confinement the County shall reimburse Wellpath for all such costs.

Wellpath shall not charge an additional fee simply to examine an individual to determine if he is suitably Fit for Confinement.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

6.0 SERVICES NOT LISTED. Both Parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. Wellpath shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event that any of the health care services not covered by Wellpath under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the JDC Population as a result of the medical judgment of a physician or Wellpath authorized personnel, Wellpath shall not be responsible for arranging such services and the cost of such services shall be billed directly to the County.

6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the County or its employees, agents or contractors, which results in medical care for the JDC Population, JDC staff, visitors, or contractors, Wellpath shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the above, Wellpath shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by Wellpath.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The County and its employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The County shall implement policies and/or procedures in compliance with such laws.

7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. Wellpath shall identify to the County those members of the JDC Population with medical or mental health conditions which may be worsened as a result of being housed at the JDC or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the County shall make every effort to have such a Juvenile released, transferred or otherwise removed from the correctional setting.

7.2 RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the County shall provide Wellpath, at Wellpath's request, the County's or JDC's records (including medical records) relating to the provision of health care services to the JDC Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JDC Population (to the extent the County has control of, or access to, such records). Wellpath may request such records in connection with the investigation of, or defense of, any claim by a third party related to Wellpath's conduct or to

prosecute a claim against a third party. Any such information provided by the County to Wellpath that the County considers confidential shall be kept confidential by Wellpath and shall not, except as may be required by law, be distributed to any third party without prior written approval by the County.

7.3 USE OF JUVENILES.DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Juveniles/Detainees of the JDC shall not be employed or otherwise engaged or utilized by either Wellpath or the County in rendering any health care services to the JDC Population.

7.4 SECURITY OF THE JDC FACILITY AND WELLPATH. Wellpath and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Wellpath, as well as for the security of the JDC Population and County's staff, consistent with a secure setting. The County shall provide security sufficient to enable Wellpath, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the County while at the JDC or other premises under the County's direction or control. However, any Wellpath Health Care Staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. Wellpath shall not be liable for any loss or damages resulting from Wellpath's Health Care Staff, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.

7.5 COUNTY'S POLICIES AND PROCEDURES. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's posted security Policies and Procedures, which impact the provision of medical services.

7.5.1 A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by Wellpath at the JDC, and Wellpath may make a reasonable number of copies of any specific section(s) it wishes using the County's photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JDC Population which has not been made available to Wellpath shall not be enforceable against Wellpath unless otherwise agreed upon by both Parties.

7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to Wellpath. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to Wellpath.

7.5.4 If any of the County's Policies and Procedures specifically relate to the delivery of medical services, the County's representative and Wellpath shall review the County's Procedures and modify or remove those provisions that conflict with Wellpath's JDC Health Care Policies and Procedures.

7.6 DAMAGE TO EQUIPMENT. Wellpath shall not be liable for loss of or damage to equipment and supplies of Wellpath, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County's employees.

7.7 SECURE TRANSPORTATION. The County shall provide security as necessary and appropriate in connection with the transportation of a member of the JDC Population to and from off-site

services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Wellpath. Wellpath shall coordinate with the County for transportation to and from the off-site services provider or hospital.

7.8 OFFICE EQUIPMENT AND SUPPLIES. The County shall provide use of County-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JDC health care facilities. At the termination of this Agreement, Wellpath shall return to the County possession and control of all County-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.

7.9 NON-MEDICAL CARE OF JDC POPULATION. It is understood that the County shall provide for all the non-medical personal needs and services of the JDC Population as required by law. Wellpath shall not be responsible for providing, or liable for failing to provide, non-medical services to the JDC Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

7.10 JDC POPULATION INFORMATION. In order to assist Wellpath in providing the best possible health care services to Covered Persons, the County shall provide, as needed, information pertaining to the Covered Person that Wellpath and the County mutually identify as reasonable and necessary for Wellpath to adequately perform its obligations under this Agreement.

ARTICLE VIII
COMPENSATION AND ADJUSTMENTS

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annualized amount to be paid by the County to Wellpath is $306,606.00 payable in equal monthly installments. Each monthly installment shall be at $25,550.50, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to Wellpath on or before August 1, 2019 for services administered in the month of August, 2019. Each monthly payment thereafter is to be paid by the County to Wellpath before or on the 1st day of the month of the month of service.

8.1 QUARTERLY RECONCILIATION PROCESS. Wellpath will provide a quarterly reconciliation with the County for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:

8.1.1 ADJUSTMENTS FOR COSTS PAID ON BEHALF OF COUNTY. The quarterly reconciliation shall include any amounts paid by Wellpath on behalf of the County. The compensation payable to Wellpath by the County shall be increased by any costs paid by Wellpath on behalf of the County.

ARTICLE IX
TERM AND TERMINATION

9.0 TERM. The initial term of this Agreement shall be from August 1, 2019 at 12:01 a.m. through September 30, 2019 at 11:59 p.m. This Agreement shall automatically renew for additional one-year periods on October 1st of each subsequent year with increases as outlined below unless this Agreement is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this Agreement pursuant to Paragraph 9.0, the Parties shall negotiate an increase no less than the applicable CPI figure as outlined below but not to exceed 4.0% of the annual amount as defined in Paragraph 9.0.1.1.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the County.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Wellpath, the County shall act in good faith and make every effort to give Wellpath reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Wellpath.

9.2 TERMINATION DUE TO WELLPATH'S OPERATIONS. The County reserves the right to terminate this Agreement immediately upon written notification to Wellpath in the event that Wellpath discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both Parties agree that termination under this provision will be considered without cause.

9.3 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:

9.3.1 TERMINATION BY WELLPATH. Failure of the County to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Wellpath upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to Wellpath. If the County provides a written response to Wellpath which provides an adequate explanation for the "basis for termination" and the County cures the "basis for termination" to the satisfaction of the Wellpath, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Wellpath.

9.3.2 TERMINATION BY COUNTY. Failure of Wellpath to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the County who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice

Wellpath shall have ten (10) days to provide a written response to the County. If Wellpath provides a written response to the County which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the County, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.

9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the County or Wellpath may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving ninety (90) days' advance written notice to the other Party.

9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the Parties to this Agreement, the County shall pay Wellpath for all services rendered by Wellpath up to the date of termination of the Agreement regardless of the County's failure to appropriate funds.

9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, Wellpath shall be allowed to remove from the JDC any stock medications or supplies purchased by Wellpath that have not been used at the time of termination. Wellpath shall also be allowed to remove its property from the JDC including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

10.0 INSURANCE COVERAGE. Wellpath shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:

10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than $1,000,000 per occurrence.

10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.

10.1 PROOF OF INSURANCE. Wellpath shall provide the County proof of professional liability or medical malpractice coverage for Wellpath's Health Care Staff, employees, agents and subcontractors, for the term services provided under this Agreement. Wellpath shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If Wellpath fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the County shall be entitled to terminate this Agreement without penalty to the County pursuant to the terms of Article IX.

10.2 ADDITIONAL INSURED ENDORSEMENT. In the event the County is named as additional insured in conformance with Wellpath's policy, such policy will not apply to any liability arising out of the additional insured's own acts or omissions. As to Wellpath's defense of a suit arising out of the additional insured's own acts or omissions and those of Wellpath, this insurance will act as coinsurance with any other insurance available to the additional insured, in proportion to the limits

of liability of all involved policies. However, this insurance does not apply to indemnity of the additional insured for its own acts and omissions, and no insurance policy will increase the extent or scope of the indemnification responsibilities of the Parties as outlined in Section 10.3 below. The naming of an additional insured will not increase the limit of liability under the respective policy.

10.3 INDEMNIFICATION. Wellpath agrees to indemnify and hold harmless the County, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of Wellpath, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this Agreement.

To the extent permitted by law, the County agrees to indemnify and hold harmless Wellpath, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of County, its agents, employees, or independent contractors. The County agrees to promptly notify Wellpath in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The County agrees that Wellpath's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred if written notice to Wellpath was not effected, as set forth above. Upon written notice of claim, Wellpath shall take all steps necessary to promptly defend and protect the County from an indemnified claim, including retention of defense counsel, and Wellpath shall have joint control of the defense while the action is pending, to the extent allowed by law.

10.4 HIPAA. Wellpath, the County, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement. The County, JDC, and their employees and agents shall indemnify and hold harmless Wellpath from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the County and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Wellpath.

ARTICLE XI
MISCELLANEOUS

11.0 INDEPENDENT CONTRACTOR STATUS**.** It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which Wellpath, its employees, agents or subcontractors perform hereunder, or Wellpath to exercise control or direction over the manner or methods by which the County and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.

11.1 SUBCONTRACTING**.** In performing its obligations under the Agreement, it is understood that Wellpath is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements Wellpath may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required

under this Agreement. Wellpath shall engage Contract Professionals that meet the applicable professional licensing requirements and Wellpath shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Wellpath may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.

11.2 AGENCY. For purposes of asserting any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates Wellpath as their agent to assert such rights and privileges.

11.3 EQUAL EMPLOYMENT OPPORTUNITY**.** Wellpath will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Wellpath will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

11.4 WAIVER OF BREACH. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The Parties acknowledge that Wellpath is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the providing of health care to Juveniles/Detainees at the JDC. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

11.7 CHANGES IN SCOPE. If at any time during the Term of this Agreement (as amended), there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed thirty (30) days from the effective date of the material change or within thirty (30) days of becoming aware of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing sixty (60) days advance written notice.

11.8 ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Wellpath may assign its rights or delegate its duties to an affiliate of Wellpath, or in connection with the sale of all or substantially all of the stock assets or business of Wellpath, without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

11.9 NOTICES. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by nationally-recognized overnight courier service addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

If for Wellpath:	If for County:
Wellpath LLC	Hays County, Texas
Attn: Chief Legal Officer	Attn: Administrator
1283 Murfreesboro Road, Suite 500	2250 Clovis Barker Road
Nashville, TN 37217	San Marcos, Texas 78666

Such address may be changed from time to time by either Party by providing written notice as provided above.

11.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws or rules of any jurisdiction.

11.11 VENUE. The venue for any suit arising under the terms of this Agreement shall be a court of competent jurisdiction in Hays County, Texas.

11.12 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

11.13 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.

11.14 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

11.15 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

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

11.17 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations,

discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE

COUNTY OF HAYS, TEXAS	WELLPATH LLC
_____	_____
Name: _____	Name: Cindy Watson
Title: _____	Title: President, Local Government Division
Date: _____	Date: _____

EXHIBIT A – STAFFING MATRIX

Staffing for Hays County Juvenile, TX Staffing Matrix 2019 (ADP 53)											
Position	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs
		Sun	Mon	Tue	Wed	Thu	Fri	Sat			
Licensed Vocational Nurse	Day	8	8	8	8	8	8	8	**56**	**1.4**	**2.8**
	Evening	8	8	8	8	8	8	8	**56**	**1.4**	
Physician*	Day		1.5		1.5				**3**	**0.08**	**0.08**
	Totals	16	17.5	16	17.5	16	16	16	**115**	**2.88**	**2.88**

The Hays County Adult facility Health Services Administrator shall provide limited management services to the Juvenile facility.

*Hays County may substitute one hour of Physician time for two hours of Nurse Practitioner time.

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 eliminate two full-time Licensed Vocational Nurse positions within the Juvenile Detention Center effective 8/1/2019.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 2, 2019	N/A

LINE ITEM NUMBER

070-685-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	BECERRA	N/A

SUMMARY

The Juvenile Detention Center Director will eliminate two full-time LVN positions in order to move to the contract for medical services with Wellpath, LLC. These positions have become difficult to fill therefore will be eliminated effective 8/1/19 to coincide with the new medical services contract. Annualized savings for this action is estimated at $115k.

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 regarding the Criminal Justice Coordinating Commission including an update on recent Commission and subcommittee meetings, and the acceptance of Commission recommendations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	INGALSBE

SUMMARY

Please see the attached bylaws, membership, agendas, and minutes for the Criminal Justice Coordinating Commission (CJCC) and subcommittees. Minutes are not yet available for the 6-25 CJCC and the 6-6 and 6-25 Cite and Release subcommittee meetings. A summary of these meetings has been provided for review. The minutes of those meetings will be included during the next update to the Court.

Bylaws for the Hays County Criminal Justice Coordinating Commission

Approved April 9, 2019

Article I: Authority

The Hays County Commissioners Court established the Hays County Criminal Justice Coordinating Committee in 2010. The name was changed to the Hays County Criminal Justice Coordinating Commission (hereinafter the "Commission") by action of the Commissioners Court on April 2, 2019.

Article II: Purpose

The Commission is committed to serve as the planning and advisory body for the criminal justice system in Hays County.

The mission of the Criminal Justice Coordinating Commission is to manage systemic challenges facing Hays County's criminal justice system in order to strengthen the overall well-being of our community by developing and recommending policies and practices that improve public safety, efficiency, accountability, and equity. Moreover, the Commission collects and evaluates local criminal justice data to identify systemic issues and facilitate collaboration between agencies, experts, and community service providers to improve Hays County's criminal justice system in accordance with the best research and evidence-based practices by reducing recidivism and looking for opportunities for justice reinvestment.

The Objectives of the Commission are:

1. To improve efficiency of our public safety partners.
2. To promote fairness, accountability, and the rule of law.
3. To assess local criminal justice data and collaborate with agencies, experts, and community service providers.
4. To pursue efforts that reduce recidivism.
5. To look for opportunities for justice reinvestment (recapturing dollars).

Article III: Members

Voting Members

Voting Members of the Commission are members based on the position they hold within the County. For those members representing a governing body, judicial branch, group of law enforcement officials, social service organization, board, or association, the body or group they represent determines who will serve on the Commission and for what term. The Voting Members shall select a Chair and Vice Chair to serve at the pleasure of the Commission. Voting Members may designate one staff person from their office to represent them and vote at Commission meetings. Any member wishing to appoint a designee is to identify the designee in written correspondence addressed to the Chair of the Commission. Designees can only be changed by notifying the Chair in writing.

- (2) Commissioners Court Representatives*
- District Court Representative
- County Court-at-Law Representative
- Sheriff's Office—Law Enforcement
- Sheriff's Office—Corrections
- District Attorney
- Community Supervision and Corrections/Adult Probation Director
- District Clerk
- County Clerk
- Justice of the Peace Representative
- Constable Representative
- Information Technology Director
- Juvenile Probation Director
- Countywide Operations Criminal Justice Analyst
- Municipal Judges Representative
- Hays County Bar Association Representative
- A Local Police Department Representative (one representative for the collective group of departments operating in Hays County)
- Hill Country MHDD Center Representative
- Central Texas Dispute Resolution Center Representative
- A Social Service Organization Representative (one representative for the collective group of organizations operating in Hays County—Hays Caldwell Women's Center at time of Commission formation)

**if the County Judge is not selected as one of the Court representatives, the County Judge's Chief of Staff may serve as a voting member of the Commission.*

Non-Voting Members

Each office represented by a voting member may select additional member(s) to represent their office at Commission meetings. These non-voting members may participate in Commission discussions and initiatives, however they will not be allowed to vote.

Article IV: Meetings

Regular Meetings

The Commission meets on regularly scheduled dates and times as designated by a vote of the Commission. The Chair will provide an agenda for each meeting. Agenda items may be submitted by any voting member up to one week before the scheduled meeting.

Special Meetings

The Chair of the Commission may convene a special meeting and prepare an agenda for the special meeting. Written notice must be served at least 48 hours in advance.

Quorum

A quorum is twelve or more members of the Commission. Action may be taken by a majority of the quorum present at a meeting.

Article V: Committees

To expedite and facilitate the business of the Commission and the orderly and efficient consideration of matters coming before it, the Commission may establish standing and special committees. Each committee will have its own mission and committee membership.

Any standing or special committee that includes members of the public will include at least one member to be designated by each Hays County Commissioner and the Hays County Judge.

Article VI: Amendment of Bylaws

The bylaws of the Commission may only be amended by action of the Commissioners Court.

Criminal Justice Coordinating Commission
Voting Members
Lon Shell, Chair, Commissioner, Precinct 3,
Debbie Ingalsbe, Vice Chair, Commissioner, Precinct 1
Alex Villalobos, Chief of Staff, County Judge
Amanda Erwin, Hays County Bar Association
Beverly Crumley, Hays County District Clerk
Chase Stapp, San Marcos Police Chief
Dallari Landry, Municipal Judge
Elaine Cardenas, Hays County Clerk
Gary Cutler, Hays County Sheriff
Gary Steel, District Judge
Jeff McGill, IT Director
Jim Strakos, Hill Country MHDD Center
John Ellen, Constable, Precinct 5
Julie Villalpando, Corrections, Sheriff's Office
Maggie Moreno, Justice of the Peace, Precinct 1
Marla Johnson, Hays Caldwell Women's Center
Martha Joyce, Central Texas Dispute Resolution Center
Michael Hartman, Adult Probation Chief
Samantha Jones, Criminal Justice Analyst
Shelly Williams, Juvenile Probation Director
Tacie Zelhart, County Court at Law Judge, CCAL #3
Wes Mau, District Attorney

Designees
Beth Smith, Justice of the Peace, *Designee*
Lisa Pacheco, Adult Probation, *Designee*
Mike Davenport, Law Enforcement, Sheriff's Office, *Designee*
Ralph Guerrero, District Attorney, *Designee*
Steve Thomas, District Court, *Designee*

Pretrial Services Subcommittee
Voting Members
Michael Hartman, Co-Chair, Adult Probation
Lisa Pacheco, Co-Chair, Adult Probation
Tacie Zelhart, Vice Chair, Judge, CCAL #3
Elaine Cardenas, County Clerk
Gary Steel, District Judge
Maggie Moreno, Justice of the Peace
Julie Villalpando, Corrections
Alex Villalobos, Chief of Staff, County Judge
Wes Mau, District Attorney
Amanda Erwin, Hays County Bar Association
Jim Strakos, Hill Country MHDD Center
Marla Johnson, Hays Caldwell Women's Center
Martha Joyce, Central Texas Dispute Resolution Center

Cite and Release Subcommittee
Voting Members
Alex Villalobos, Chair, Chief of Staff, County Judge
Chase Stapp, Vive Chair, San Marcos Police Chief
Beth Smith, Justice of the Peace. Precinct 2
Bo Kidd, Buda Police Chief
Gary Cutler, Hays County Sheriff
Jeff Barnett, Kyle Police Chief
Jeff McGill, IT Director
John Ellen, Constable, Precinct 5
Laurie Clouse, Texas State University Police Chief
Maggie Moreno, Justice of the Peace, Precinct 1
Wes Mau, District Attorney

Criminal Justice Coordinating Commission

Agenda for May 23, 2019

10:00 AM

Rooms 1003 and 1004
Hays County Government Center
712 S. Stagecoach Trail, San Marcos, TX 78666

1. Introductions and statements by Commissioner Ingalsbe and Commissioner Shell.

2. Discussion regarding the goals and structure of the Commission.

3. Discussion and possible action regarding the appointment of a chair and vice-chair.

4. Discussion and possible action regarding the creation of sub-committees and sub-committee membership.

5. Discussion and possible action regarding meetings times, locations and future topics for discussion.

Criminal Justice Coordinating Commission
Minutes
May 23, 2019

Voting Members Present
Debbie Ingalsbe, Commissioner, Precinct 1
Lon Shell, Commissioner, Precinct 3
Alex Villalobos, Chief of Staff, County Judge
Maggie Moreno, Justice of the Peace
Gary Steel, District Judge
Tacie Zelhart, County Court at Law Judge, CCAL #3
Dallari Landry, Municipal Judge
Wes Mau, District Attorney
Gary Cutler, Hays County Sheriff
Julie Villalpando, Corrections, Sheriff's Office
Laurie Clouse, Texas State University Police Chief
Elaine Cardenas, Hays County Clerk
Beverly Crumley, Hays County District Clerk
Michael Hartman, Adult Probation
Shelly Williams, Juvenile Probation
Jeff McGill, IT
Samantha Jones, Criminal Justice Analyst
Amanda Erwin, Hays County Bar Association
Marla Johnson, Hays Caldwell Women's Center
Jim Strakos, Hill Country MHDD Center
Martha Joyce, Central Texas Dispute Resolution Center

Others Present
Ruben Becerra, County Judge
Mike Davenport, Law Enforcement, Sheriff's Office, *Designee*
Lisa Pacheco, Adult Probation, *Designee*
Chris Johnson, Judge CCAL#2
Bill Henry, District Judge
Eric Martinez, Intern, County Judge
Anita Gupta, Immigration Legal Resource Center, County Judge, *Invitee*

1. **Welcoming Comments – Judge Ruben Becerra**

Judge Becerra welcomed guests and thanked them for their participation. He explained that the Commission was conceived at the recent Criminal Justice Summit, and started as a Judge's Task Force, but has been elevated to the level of a Commissioners Court Commission. In part, it draws on and continues work discussed by a previous criminal justice commission that convened in 2010 and 2016. He called for change. Specifically, he encouraged work to develop practical strategies that will save money, but also ensure the human treatment of inmates—e.g., enhancements to pretrial services, cite and release, ankle monitoring. He also suggested that the Commission explore the matter of a Public Defenders Office and where to go from here. He suggested the commission consider pros and cons,

which aspects of a Public Defenders Office would be good for Hays County, and whether the county could implement a Public Defenders Office before submitting a grant application for one in 2020.

2. **Call to Order – Commissioner Lon Shell**

Commissioner Ingalsbe joined the group after Judge Becerra left. Lon Shell continued, thanking Judge Becerra for establishing the commission. He encouraged everyone present to read the bylaws, especially the mission statement. He gave an overview of the meeting, saying there would be an election of a chair and vice chair, followed by designation of four or five sub-committees. Commissioner Ingalsbe expressed her support of the goals of the Commission and thanked all of those present for their willingness to participate. She mentioned her desire that the Commission analyze the benefits that a Public Defender's office might provide.

3. **Election of Chair and Vice Chair**

Lon Shell and Alex Villalobos volunteered to chair the Commission. Wes Mau argued that the chair and vice chair should be members of the Commissioners Court, because that would facilitate action on recommendations of the commission. Mau made a motion to appoint Lon Shell Chair of the commission and Debbie Ingalsbe Vice Chair; Maggie Moreno seconded the motion. It was approved, with one dissenting vote (Alex Villalobos).

4. **Committees**
   Commissioner Shell called for development of several committees with goal of streamlining the process and reducing time in jail. He introduced Samantha Jones, who is providing administrative support to the Commission, noting that she has performed an analysis of Hays County data on incarceration, which all participants would benefit from reviewing.

A. Indigent Defense/Pretrial Services.
Shell suggested a committee on Indigent Defense. Judge Zelhart responded that indigent defense fits within the broader category of pretrial services.

Pretrial Service Case Workers. Judge Steel made a proposal that could be put into place immediately:

1. Hire one more pretrial services case worker. (There is currently one located in Adult Probation.)
2. Follow through with an interlocal agreement General Counsel Mark Kennedy has drafted, which magistrates would sign deferring decision about release to district judges along with supervision of bonds.
3. Keep people long enough (48 – 72 hours) to assess whether they could/should be released—e.g., no prior offenses, nonviolent, etc.

JP Maggie Moreno acknowledged that she would sign the interlocal agreement.

Judge Zelhart and others commented that more than two pretrial case workers are needed—possibly as many as 5—because they should be available all the time.

Commissioner Shell proposed the creation of a position that would track the status of inmates from the time they are magistrated to ensure they receive a court appointed attorney when requested, to

determine applicable programs which may be utilized for their specific situation and to monitor their status within the system.

Mental Health. It was suggested that a mental health assessment should be made immediately and cases flagged where a mental health problem is identified.

Personal Recognizance (PR), Bonds. In lieu of PR, it was suggested to set low bonds (e.g., $2,000) with conditions.

Court Appointed Attorneys. Several participants commented that there are gaps in the process of managing court appointed attorneys. For one thing, the accused sometimes reject a court appointed attorney in the beginning, then request one after they have been relocated. Those cases sometimes fall through the cracks. In addition, some court appointed attorneys do not follow through on the requirement to meet in person with their clients when they are located in distant counties. Participants agreed a system should be in place to provide oversight of court appointed attorneys to make sure the meetings are occurring and people who have requested have them. Participants agreed Pretrial Services should oversee the process.

Court Appearances. District Attorney Mau pointed out that time in jail could be reduced if the accused showed up for their court dates. When they fail to appear, they are arrested and re-jailed, which leads to more time in jail. Participants agreed the pretrial services case worker (or someone else) should be assigned responsibility for making sure people know when and where they are expected to appear and reminding them when the date is near.

Padilla Attorney. Immigration law was mentioned as another factor to be considered. Anita Gupta said she can make participants aware of a local Padilla expert who has a grant to provide support locally. Defense attorneys can contact her online at the plea bargain stage to assess potential consequences of a plea bargain.

Committee Leadership and Next Steps. Michael Hartman was selected to Co-Chair the sub-committee alongside Lisa Pacheco, with Judge Tacie Zelhart as Vice Chair. **The committee will meet Tuesday, June 4th, 3 pm, Conference Rooms 1003 and 1004 of the Government Center.** Recommendations of the committee will be presented to the Commissioners Court at a later time. Members of the committee will be:

Voting Members

Michael Hartman, Co-Chair, Adult Probation
Lisa Pacheco, Co-Chair, Adult Probation
Tacie Zelhart, Vice Chair, Judge, CCAL #3
Elaine Cardenas, County Clerk
Gary Steel, District Judge
Maggie Moreno, Justice of the Peace
Julie Villalpando, Corrections
Alex Villalobos, Chief of Staff, County Judge
Wes Mau, District Attorney
Amanda Erwin, Hays County Bar Association
Jim Strakos, Hill Country MHDD Center
Marla Johnson, Hays Caldwell Women's Center

Martha Joyce, Central Texas Dispute Resolution Center

Resource Representatives

Shari Miller, Human Resources
Vicki Dorsett, Auditor's Office
Anita Gupta, Immigration Legal Resource Center

B. Other Committees

Commissioner Shell urged participants to think about other committees that should be set up at the next meeting of the commission, and reminded participants that the commission should define goals for the committees.

Specialty Courts. Shell suggested Specialty Courts might be one topic—Veterans Courts, Mental Health Courts, etc. Judge Zelhart has been taking the lead on a mental health court. She is currently constructing a mental health docket a couple of times a month and has established a relationship with Hill Country MHDD (Jim Strakos) to help with mental health cases. Participants noted mental health is an issue with felony cases, too. Several commented that substance abuse is a factor in many mental health cases, as well as others. Judge Johnson is running the Veterans Court. It was suggested he might be a good chair for a committee on special courts.

Cite and Release. Cite and Release was suggested as another potential committee. Alex Villalobos expressed interest in chairing it.

Criminal Justice Coordinating Commission

Sub Committee - PT Services & Indigent Defense

June 4, 2019 3:00 PM

Rooms 1003 and 1004
Hays County Government Center
712 S. Stagecoach Trail, San Marcos, TX 78666

AGENDA

New Business

1. Introduction of Sub Committee Co-Chairs: Michael Hartman – Director Caldwell/Comal/Hays CSCD
   Lisa H. Pacheco - Deputy Director Hays County CSCD

2. Introduction of Sub Committee Vice Chair: Honorable Tacie Zelhart - Hays CCAL #3

3. Introduction and Confirmation of Sub-Committee Members

4. Discussion -- Job Descriptions for PT Bond Officer & Indigent Defense Coordinator

5. Discussion -- Interlocal Agreement between Criminal Court(s) and local Magistrate(s) re: Bond approvals

6. Discussion -- Future planning:
   - Hays County PT Services Division
   - Public Defender Office
   - Other

7. Discussion -- Meetings times & locations.

NEXT MEETING: _____

Criminal Justice Coordinating Commission
Pretrial Services Subcommittee
Minutes
June 4, 2019

Criminal Justice Coordinating Commission Members Present
Michael Hartman, Pretrial Services Subcommittee Co-Chair, Adult Probation
Lisa Pacheco, Pretrial Services Subcommittee Co-Chair, Adult Probation
Tacie Zelhart, Pretrial Services Subcommittee Vice Chair, Judge, County Court at Law (CCAL) #3
Elaine Cardenas, Hays County Clerk
Beverly Crumley, Hays County District Clerk
Amanda Erwin, Hays County Bar Association
Elva Gonzalez, Hays Caldwell Women's Center, *Designee*
Ralph Guerrero, District Attorney, *Designee*
Debbie Ingalsbe, Commissioner, Precinct 1, Commission Vice Chair
Samantha Jones, Criminal Justice Analyst, Countywide Services
Martha Joyce, Central Texas Dispute Resolution Center
Maggie Moreno, Justice of the Peace
Lon Shell, Commissioner, Precinct 3, Commission Chair
Jim Strakos, Hill Country Mental Health/Developmental Disabilities (MHDD) Center
Alex Villalobos, Chief of Staff, County Judge Becerra
Julie Villalpando, Corrections, Sheriff's Office

Speaker

Mark Kennedy, General Counsel, Hays County, TX

Others Present
Rodrigo Amaya, Citizen*, invited by Commissioner Ingalsbe*
Esther Garcia, Citizen, *invited by Commissioner Ingalsbe*
Alyssa Garza, Citizen, *invited by County Judge Becerra*
Caitlin Gold, Erwin Law Firm, *invited by Hays County Bar Association*
Faylita Hicks, Citizen, *invited by County Judge Becerra*
Gloria Salazar, Citizen, *invited by Commissioner Ingalsbe*
Julie Wimmer, Immigration Attorney, *invited by Commissioner Shell*

1. **Introductions**

Lisa Pacheco opened the meeting, introduced herself and Chief Hartman as the co-chairs of the subcommittee, and Judge Tacie Zelhart, the vice chair.

2. **Job descriptions**

At the commission meeting on May 23, 2019, it was declared that two positions should be created to assist with pretrial services: a Pretrial Bond Officer and an Indigent Defense Coordinator. Pacheco and Hartman provided a draft job description for the Pretrial Bond Officer position and distributed it to the group for review.

A. Pretrial Bond Officer

One participant questioned why other counties were named in the job description for the Pretrial Bond Officer. Chief Hartman clarified that since Community Supervision and Corrections Department covers multiple counties--Hays, Comal, and Caldwell--the job description must name all three counties, all of which have slightly different responsibilities depending on the judges. Judge Zelhart recommended amending the job description to require Hays County (as well as Comal County) to monitor ignition interlock reports.

Elva Gonzalez asked what questions the risk assessment system used by the PT Bond Officer asks to determine if someone qualifies as a violent offender. Her concern was that the questions do not adequately pinpoint individuals who may become violent. For example, she said burglarizing a car might not appear to be an act of violence, but it would be interpreted differently if the burglarized car belonged to the offender's wife. She noted that such acts could escalate into more violent crimes such as assault. Gonzalez wanted to know if there was a way for the risk assessment to monitor for these types of indicators. Hartman stated that there were two assessments commonly used by other counties: the ORAS-PAT and PraisTX. He speculated that they probably would not screen for those kinds of situations. Pacheco asked that Gonzalez send her any questions that she believes may aid in assessing a propensity for violence in domestic abuse cases.

Jim Strakos requested that a mental health assessment also be conducted. Zelhart agreed. Hartman stated that the officer monitors all bonds including mental health, as long as the order has mental health identified.

Zelhart also requested that a system be set up to ensure the officer follows up with the people on the mental health list to confirm they went to their evaluations and that he/she communicate the results of the evaluation to the judge. Beverly Crumley pointed out that the district and county clerks also need to know when the evaluation have been done.

Pacheco confirmed that all members wanted to present a request to the Commissioners Court for approval to hire a second Pretrial Services Coordinator. Zelhart made a motion to accept the job description as amended; Ralph Guerreo seconded the motion. It was approved, with all voting yes.

B. Indigent Defense Coordinator

Zelhart said the Indigent Defense Coordinator should be a full time position under the district and county courts.

Commissioner Shell asked what the system would be for someone who wants a court appointed attorney at a later time and is now being housed in another county. Shell stated that the other facilities operate differently and expressed concern that an inmate's request might be ignored or lost.

Zelhart responded that she currently has someone in her office who keeps track of people who do not yet have court appointed attorneys. The Indigent Defense Coordinator would take over that responsibility, in addition to keeping track of people with mental illnesses, who would be assigned to a mental health attorney. She also mentioned that complaints about attorneys, such as lack of communication, would be handled by the coordinator.

Amanda Erwin cautioned against "babysitting" defense attorneys by monitoring when and how often they go see their clients. She pointed out the pay is low and micro-managing the attorneys might lead them to remove their names from the list. Zelhart added that monitoring attorney's contacts with inmates would be difficult, because some attorneys use video chat to talk to their clients who are housed in other counties. Only in-person contact is tracked. Zelhart also stated that the coordinator could educate the defense attorneys on how to use video chat. Shell, Erwin, and Zelhart agreed that improvements to the court appointed attorney system should be discussed including increasing the pay rates.

Commissioner Ingalsbe asked how quickly attorneys should be appointed. Zelhart replied that the court has three days to appoint an attorney and the attorney has three days to contact the defendant. Alex Villalobos stated that when attorneys send letters to inmates housed in other counties, it may take longer than three days for the letters to reach the inmates, even if they were mailed on time. Erwin confirmed that is hard for attorneys to find out where their clients are being housed and that they spend a lot of time calling around to locate them. Erwin requested that where inmates are being housed be placed on the public site. Shell said that the coordinator could alleviate this issue and be a resource for the defense attorneys.

Judge Zelhart offered to draft a job description for an Indigent Defense Coordinator with input from other judges.

Martha Joyce made a motion to approve the creation of a job description to present to the Commission at the June 25th meeting; Guerrero seconded the motion, and all approved.

3. Inter-judicial Agreement

Mark Kennedy joined the group to discuss an inter-judicial agreement he has developed, which magistrates would sign, giving district and county court judges authority to set bonds. JP Maggie Moreno and Judge Zelhart confirmed that the interlocal agreement has support of the Justices of the Peace, a well as the district and county judges. Kennedy said an agreement would be ready for circulation and signing soon.

4. Next Steps

- The Hays County Bar Association will be formally electing the Bar Association representative at the next Bar Association meeting on Tuesday, June 11.
- At the next meeting of the Criminal Justice Commission, the sub-committee will present job descriptions for a Pretrial Bond Officer (probation) and an Indigent Defense Coordinator (courts) with a request to hire.
- At the next meeting of the full commission, a presentation will be made by a Padilla attorney. (Padilla attorneys work with the defense attorneys at the plea stage, not at the pretrial stage.) Mark Kennedy will proceed with the interlocal agreement, which will be presented to the commission on June 25, along with the other recommendations.

The date and time of the next meeting will be determined after the commission meets on Tuesday, June 25th, as the subcommittee's future actions depend on the approval of the full commission.

Cite and Release Meeting Summary 6/6/2019
(No agenda created for the meeting)

Alex Villalobos opened the meeting stating the purpose was to discuss the current issues with cite and release. He asked what could be implemented that maintains officer safety, collaborates with the JP's, Judges and district attorney's office, and abides by the statute in addition to diversion programs. He continued that it must be determined how to do it operationally and administratively while maintaining accountability and making the process more seamless.

Failure to Appear Chief Chase Stapp said that the cite and release program has been implemented for several years but there have been some hurdles that the officers have encountered. One of those being a high failure to appear rate. Sheriff Cutler and Chief Davenport confirmed that only approximately 60% to 70% of those who are cited and released show up for court. Villalobos stated that while the failure to appear rate is decreasing, there is an issue of communicating court dates. He found that with personal recognizance bonds there is a lack of communication to the defendant and that there are services that can be used to remind the defendant.

False Beliefs of Officers Barnett shared that some officers had the false belief that if a defendant didn't show up, that the case would be dismissed. He suggested that we provide data to the officers to show them that the program does work and people do show up for court.

Technology Issues Villalobos shared concerns that were expressed at the officer level, such as operational issues in which there is not a digital form for cite and release and only paper. Lon Shell stated that they have had discussions in the past Brazos Technologies about issues regarding the uploading of probable cause affidavits to the ticket writers. Stapp added the ticket writer would not allow the officer to send the data to the correct court. Judge Maggie Moreno stated that everything is filtered through Judge Prado and that the JP's can implement a system to handle an increase. Davenport asked Guerrero if there were any legal mandates that require that they attach a probable cause affidavit to the ticket. Villalobos stated that the affidavits should be simple for these charges and suggested possibly having a drop down menu on the ticket writer that they can print out later. Shell suggested for more difficult probable cause affidavits that the officer can use the laptop in their vehicle and attach the document to the ticket at a later time. Jeff McGill responded that the interface that Brazos Technology uses does not have a method of transferring documents. Shell concluded that he would work with McGill on the technology aspect and if it can't be done they can consider a paper system.

Officer Discretion Shell addressed another reason officers are not utilizing the current system is that it is still the same amount of work for the officer. Chief Bo Kidd confirmed stating that if a system could be implemented that is less work, then officers would take the easier route. Ralph Guerrero suggested that the police chiefs establish a set of criteria in which an officer must cite and release a person. Chief Jeff Barnett expressed concern for local businesses in his municipality that experience habitual theft and how cite and release will allow those people to continue stealing. Villalobos responded that since each department can establish individual criteria for its officers that theft does not necessarily have to be one of the criteria. He continued that officers can still maintain discretion, but under certain criteria.

Officer Training Stapp suggested that the program may be underutilized due to lack of education on the program and that the chiefs need to educate the officers and promote the program. Barnett said that the officers could be trained internally.

Student Residency A requirement of the statute be that the defendant reside in the county of the offense. Shell asked how a student's residency is determined if their license lists their parent's home address. Judge Beth Smith responded that students are typically accepted as residents. Stapp stated that the officer can't verify the student status on the street. Villalobos replied that officers can call the Texas State University Police Department to determine student status.

Diversion Programs Anita Gupta suggested that the cause of the arrest be addressed such as drug use, using diversion programs such as LEAD. Lead is a program in which the offender is connected with a case worker that will take them through a diversion program instead of leaving that person on the street, they get help. She continued that in areas that utilize LEAD, recidivism reduces by 60%. Cutler asked if the officer would be required to transport the inmate to a facility or if they hand the offender over to the case worker. Kidd asked what leverage keeps the offender in the program, because the court system uses the judge and fear of jail time as leverage to make sure the offender completes the program. Gupta responded that the case worker would take the offender and there was also an option for cite and diversion, in which if the offender fails to complete the program that charges could be filed at a later time. Shell asked if the officer would be required to write a probable cause affidavit in order to file the charges later. Moreno replied that the offender would be arrested for a new charge, which is violate promise to appear. Commissioner Ingalsbe expressed interest in the program stating she liked that the program has the potential to help people who have made a mistake or suffer from drug issues. Shell agreed. Gupta stated that the director of the program could be available for a conference call to answer any questions. Smith requested data from studies done on areas with populations under 500,000. Kidd asked if there were any Texas counties or cities utilizing this program. Gupta replied that Harris County is exploring the program but it is currently not operational in Texas, however, it is in other areas in the south. Villalobos confirmed that the subcommittee wanted to engage with the director of lead and if it is something they are interested in, they can present it to the commission.

It was noted that a chair and vice chair had not yet been appointed. Ralph Guerrero made a motion to nominate Alex Villalobos as Chair of the subcommittee; Stapp seconded the motion. All voting yes.

Guerrero made a motion to nominate Chase Stapp as Vice Chair of the subcommittee; Cutler seconded. All voting yes.

It was determined that the future meeting will be held June 27th, at 3 pm.

Criminal Justice Coordinating Commission

Meeting Agenda

June 25, 2019
3:00 PM

Rooms 1003 and 1004
Hays County Government Center
712 S. Stagecoach Trail, San Marcos, TX 78666

Call to Order

1. Discussion and possible action regarding *Padilla* assistance services.
2. Discussion and possible action regarding the Vice Chair position of the Criminal Justice Coordinating Commission.
3. Discussion and possible action regarding Assisted Outpatient Treatment (AOT) programs and Mental Health Courts.
4. Update from the Pretrial Services Subcommittee including discussion and possible action regarding any recommendations of the subcommittee.
5. Update from the Cite and Release Subcommittee including discussion and possible action regarding any recommendations of the subcommittee.
6. Discussion and possible action regarding meeting times, locations and future topics for discussion.

Adjournment

CJCC Meeting Summary 6/25/2019

1. Commissioner Shell introduced TIDC representative Geoff Burkhart and Padilla attorney Julie Wimmer. During the previous week Shell and Commissioner Ingalsbe met with TIDC and Wimmer regarding the possibility of establishing a Padilla assistance program. The program would be a pilot program funded by TIDC through Hays County. The county would have no financial obligation to pay keep the program running, shall we decide to stop using the service. The service would provide remote consultation to defense attorneys who are representing non-citizens. Wes Mau pointed out that a benefit of this program is that it covers liability in keeping documentation of the consult. Although the program would be for defense attorneys, they are working on providing resources to retained attorneys.
2. Ingalsbe wanted to give the County Judge or his chief of staff, Alex Villalobos, the opportunity to take her position as vice chair of the commission. It was expressed by the group that they were content with the current makeup of the Commission, as the Commissioners would be the ones making the ultimate budgetary decisions. Ingalsbe made a motion with no second.
3. Information regarding assisted outpatient treatment program was provided from Villalobos. Wes Mau questioned at which point in the process does AOT occur, pretrial or post trial, as well as who can access those files. Marla Johnson wanted to know how this would be funded. Villalobos stated that he would set up a conference call with the director of policy to get more information, date to come. He continued that it would address mental health utilizing this service. Judge Zelhart stated she currently orders outpatient treatment but if it could be funded by a nonprofit that would be preferred. She also brought up that the job description is similar to a position that is already in the plan for the Mental Health Court which can be utilized by all of the judges/courts and pretrial services. Zelhart also updated the Commission that the establishment of a Mental Health court would not prevent the county from receiving further grants. She is still working on the application.
4. The Pretrial Services Subcommittee updated the Commission stating that they would like to request a Pretrial Services Bond officer in the new fiscal year. Additionally, Zelhart provided a draft job description for an Indigent Defense Assistant Coordinator. TIDC representative Geoff Burkhart stated that 50% of the cost of the position could potentially be funded by TIDC over a 4 year period. However, funding wouldn't be provided until October of 2020. It was stated that we shouldn't wait to create the position, but can potentially create a second position which would get the funding. Additionally, Zelhart is going to get with the judges to update the indigent defense plan and decide on a new pay schedule for defense attorneys. Defense Bar representative Amanda Erwin expressed excitement for this on behalf of the bar. Finally, an inter-judicial agreement is currently being drafted by General Counsel, Mark Kennedy.
5. Update from the Cite and Release Subcommittee concluded that the technology aspect of cite and release is being addressed to provide the capability on the ticket writers. Alex Villalobos presented information from Texas Appleseed regarding the benefits of Cite and Release. Villalobos also stated that he would get with the director of LEAD to get more information on that diversion program
6. Next meeting will be held July 30th, 2019.

Cite and Release Subcommittee

Meeting Agenda

June 27, 2019
3:00 PM

Rooms 1003 and 1004
Hays County Government Center
712 S. Stagecoach Trail, San Marcos, TX 78666

Call to Order

1. Cite and Release
    i. Office Discretion
    ii. DA Input – Incorporating Diversion (Bexar County Policy)
    iii. Update on current technology from IT Director
2. Lead Program
3. Data – Texas Appleseed – Benefits of Cite and Release in Hays County
4. Discuss future meeting times

Adjournment

Cite and Release Meeting Summary 6/27/2019

1. Officer Discretion – Chief Barnett stated that officers should maintain their discretion to arrest people despite if the offense qualifies for cite and release because they could be using the cite and release offense to hold them accountable for another offense. Another point made was that people could commit these qualifying offenses frequently, at which point they should be arrested. Chief Stapp stated that himself and the other chiefs need to educate their officers further on the policies, as well as put down any misconceptions that officers may have about the cite and release program.
2. Diversion – For those who frequently commit similar offenses, even if those offenses qualify for cite and release, diversion programs are a better option as they address the root of the problem, which will likely reduce recidivism. Commissioner Shell explained a process similar to the one adopted by Bexar County. The process would be that they are given a time and place to show up, at which point a prosecutor will already have reviewed their case and made a decision regarding diversion. The defendant will either agree to the terms or decline, at which point the case will be filed. However, if they agree to participate in diversion they will be monitored by pretrial services or probation. Additionally, if they fail to adhere to the requirements of the diversion program, the prosecutor will then file the case using a complaint of information.
3. Technology Update – Shell stated that Brazos has the capability to create a cite and release feature in the ticket writer. The county would have to pay for the interface. It was suggested that officers carry a backup paper copy of the cite and release form, should there be any issues.
4. Lead is a diversion program that can cover offenses that don't qualify for cite and release. LEAD gives the opportunity of diversion to the arresting officer. It was requested that they meet with a LEAD representative via video conference to learn more.
5. Data and information from Texas Appleseed was presented. It was determined that further data is needed to assess how many arrests could have qualified for cite and release. Additionally, Chief Barnett requested that we track the individuals who are given cite and release to determine how many of those individuals stay out of the system, versus how many individuals recidivate.
6. The next Cite and Release subcommittee meeting will be held August 5th, 2019.

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 accept the resignation of Colt Clements from the Board of Directors of the Hays Trinity Groundwater Conservation District and, pursuant to Section 8843.055 of the Texas Special District and Local Laws Code, to appoint Jeff Shaw to serve the remainder of the term, effective immediately.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 2, 2019	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

AUDITOR REVIEW:

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

Jeff Shaw's bio is attached.

Bio of Jeff Shaw

Jeff Shaw is a graduate of The University of Texas, and lives with his wife and two children in Driftwood, on Onion Creek. He and his family have lived in the Dripping Springs and Driftwood areas for almost a decade.

Jeff is the principal owner of an independent manufacturer representative agency that works with professional and collegiate organizations and teams.

He is a managing director of Protect Our Water (POW), a Hays County based, grass roots organization, who's main goal is protecting the groundwater and drinking water of its members and the children in our community. He was instrumental in the settlement agreement reached by POW and the city of Dripping Springs.

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 an Indigent Care Affiliation Agreement between Hays County and Seton Edgar B. Davis Hospital, for participation in the Section 1115 Waiver Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 2, 2019	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

See attached Affiliation Agreement. After discussion with both Providers who participate in Hays County's Section 1115 Waiver Program, it has been determined that the inclusion of Seton Edgar B. Davis Hospital, in Luling, would assist Seton in addressing uncompensated care incurred regionally.

INDIGENT CARE AFFILIATION AGREEMENT

This Indigent Care Affiliation Agreement (the "Agreement") is entered into as of _____, 2019, to be effective as of _____, 2019 ("Effective Date"), by and between Hays County, a unit of local government within the State of Texas ("the Governmental Entity") and Seton Edgar B. Davis Hospital (the "Affiliated Hospital"). The Affiliated Hospital is organized and licensed under the laws of the State of Texas and their principal offices are provided.

RECITALS

WHEREAS, the Affiliated Hospital and the Governmental Entity collectively provide substantial uncompensated care to indigent persons annually;

WHEREAS, the State's under-funding of, and reductions in eligibility for, Medicaid increases the volumes of indigent patients who rely on hospital emergency room services as the source of primary healthcare and shifts the burden for indigent care to the Affiliated Hospital, the Governmental Entity, and local community;

WHEREAS, the Governmental Entity and the Affiliated Hospital recognize that the State will continue to under-fund the Texas Medicaid program and that the indigent numbers in their community will continue to grow;

WHEREAS, the Governmental Entity and the Affiliated Hospital desire to ensure that the indigent have access to and receive health care services;

WHEREAS, the Governmental Entity and the Affiliated Hospital recognize that it is in their best interest to increase funding for the Medicaid population and to access federal funding for the indigent to which the Affiliated Hospital will be entitled under the State's Medicaid program; and

WHEREAS, the Governmental Entity and the Affiliated Hospital recognize that they need to cooperate to ensure their ability to deliver cost efficient healthcare services to indigent patients in their community;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows:

1.0 INDIGENT CARE COLLABORATION

1.1 Improving Access to Healthcare for Indigent. The Governmental Entity and the Affiliated Hospital will assess the opportunities to improve access to healthcare for indigent persons residing in the community through participation in the Medicaid program including the Medicaid payments authorized by the Texas Healthcare Transformation and Quality Improvement Program Section 1115 Waiver (the "Section 1115 Waiver").

2.0 REPRESENTATIONS AND WARRANTIES

2.1 Affiliated Hospital Representations and Warranties. The Affiliated Hospital represents and warrants that:

a. It is a Texas corporation or partnership or other entity qualified to do business in Texas, duly established and created pursuant to applicable law with all requisite power and authority to enter into this Agreement in all respects;

b. There is no agreement to condition any amounts transferred by the Governmental Entity nor the amount of Medicaid payments received on the amount of indigent care the Affiliated Hospital has provided or will provide;

c. There is no agreement to condition the amount of the Affiliated Hospital's indigent care obligation on the amount transferred by the Governmental Entity nor the amount of any Medicaid payment the Affiliated Hospital might receive;

d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospital; and that any escrow, trust or other funding mechanism utilized in connection with an anticipated intergovernmental transfer ("IGT") from the Governmental Entity has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospital;

e. The Affiliated Hospital will not return or refund any Medicaid payments received to the Governmental Entity;

f. No part of any Medicaid payment received under the Section 1115 Waiver program will be used to pay a contingent fee, consulting fee, or legal fee associated with the Affiliated Hospital's receipt of payments under the Section 1115 Waiver program;

g. The execution, delivery, and performance by the Affiliated Hospital of this Agreement are within the Affiliated Hospital's powers, are not in contravention of any other instruments governing the Affiliated Hospital

and have been duly authorized and approved by the Affiliated Hospital as and to the extent required by applicable law;

h. Neither the Affiliated Hospital, nor any of its representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs; or (iii) under investigation or otherwise aware of any circumstance which may result in the exclusion of the Affiliated Hospital or any of its representatives from participating in federal health care programs; and

i. This Agreement has been duly and validly executed and delivered by the Affiliated Hospital.

2.2 Governmental Entity Representations and Warranties. The Governmental Entity represents and warrants that:

a. It is a unit of local government within the State of Texas, duly established and created with all requisite power and authority to enter into this Agreement in all respects;

b. There is no agreement to condition the amount transferred by the Governmental Entity nor the amount of Medicaid supplemental payments on the amount of indigent care the Affiliated Hospital have provided or will provide;

c. There is no agreement to condition the amount of the Affiliated Hospital's indigent care obligation on the amount transferred by the Governmental Entity nor the amount of any Medicaid supplemental payment the Affiliated Hospital might receive;

d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospital; and that any escrow, trust or other funding mechanism utilized in connection with an anticipated intergovernmental transfer ("IGT") from the Governmental Entity has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospital;

e. The Governmental Entity has not received and will not receive refunds of payments the Governmental Entity made or makes to the Affiliated Hospital for any purpose in consideration for an IGT by the Governmental Entity to fund Medicaid supplemental payments;

f. The execution, delivery, and performance by the Governmental Entity of this Agreement are within the Governmental Entity's powers, are not in contravention of any other instruments governing the Governmental

Entity and have been duly authorized and approved by the Board of Directors of the Governmental Entity as and to the extent required by applicable law;

g. This Agreement has been duly and validly executed by the Governmental Entity;

h. The Governmental Entity has not received and has no agreement to receive any portion of any Medicaid payments made to Affiliated Hospital;

i. The Governmental Entity has not entered into a contingent fee arrangement related to its participation in the Section 1115 Waiver program;

j. The Governmental Entity is authorized to participate in the Section 1115 Waiver program pursuant to a vote of its governing body in a public meeting preceded by public notice published in accordance with its usual and customary practices or the Texas Open Meetings Act, as applicable; and

k. Notwithstanding anything in this Agreement to the contrary, any decision by the Governmental Entity to provide funding for the Medicaid program is at the sole discretion of the Governmental Entity.

3.0 OBLIGATIONS OF THE AFFILIATED HOSPITAL

3.1 **Agreement to Collaborate with the Governmental Entity.** The Affiliated Hospital agrees to work cooperatively with the Governmental Entity to improve access to health care for indigent persons.

3.2 **Documentation.** The Affiliated Hospital agrees to provide the Governmental Entity documentation that demonstrates the amount and types of health care (including indigent health care and Medicaid services historically provided in its community) as requested by the Governmental Entity, but no more frequently than quarterly.

3.3 **Compliance with State and Federal Law.** The Affiliated Hospital agrees to retain qualified professionals to ensure health care is provided in compliance with state and federal charity care laws, anti-trust laws, and any other applicable laws, and the Medicare and Medicaid programs.

3.4 **Indigent Care Program Participation.** At all times during the term of this Agreement, the Affiliated Hospital shall use their best efforts to maintain its qualifications for participation in the Medicaid and Medicare programs.

3.5 **Compliance with HIPAA.** To the extent applicable to this Agreement, the Affiliated Hospital agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d, *et seq.*

("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The Affiliated Hospital agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of the Agreement. In addition, the Affiliated Hospital agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the Affiliated Hospital shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after rendering of such services. The Affiliated Hospital will also indemnify and hold the Governmental Entity harmless if any amount of reimbursement is denied or disallowed because of the Affiliated Hospital's failure to comply with the obligations set forth in this section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. If the Affiliated Hospital carries out any of the duties of this Agreement through a subcontract with a value of $10,000.00 or more over a twelve (12) month period with a related individual or organization, the Affiliated Hospital agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42. U.S.C. § 1395x(v)(1) and the regulations thereto.

4.0. OBLIGATIONS OF THE GOVERNMENTAL ENTITY

4.1 **Agreement to Cooperate with the Affiliated Hospital.** The Governmental Entity agrees to work cooperatively with the Affiliated Hospital to improve access to health care for indigent persons.

4.2 **No Condition on Medicaid Funding.** The Governmental Entity agrees that it will not condition the amount to which it funds the non-federal share of Medicaid supplemental payments on a specified or required minimum amount of prospective indigent care.

4.3 **Retrospective Evaluation of Services.** The Governmental Entity may retrospectively evaluate the amount and impact of the Affiliated Hospital's indigent care delivery and can rely on such historical information in determining whether and to what degree it will provide an IGT in the future.

4.4 **Documents Publicly Available.** The Governmental Entity agrees to make publicly available any documentation utilized in connection with intergovernmental transfers of funds and any documentation executed by the Governmental Entity related to its participation in the Section 1115 Waiver, including this Agreement.

4.5 **Use of Public Funds.** To the extent the Governmental Entity decides to provide funding for Medicaid supplemental payments, the Governmental Entity agrees to use public funds for such funding.

4.6 **Compliance with HIPAA.** The Governmental Entity agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Sections 1320d, *et seq.* ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The Governmental Entity agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of the Agreement. In addition, the Governmental Entity agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the Governmental Entity shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after rendering of such services. The Governmental Entity will also indemnify and hold the Affiliated Hospital harmless if any amount of reimbursement is denied or disallowed because of the Governmental Entity's failure to comply with the obligations set forth in this section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. If the Governmental Entity carries out any of the duties of this Agreement through a subcontract with a value of $10,000.00 or more over a

twelve (12) month period with a related individual or organization, the Affiliated Hospital agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42. U.S.C. § 1395x(v)(1) and the regulations thereto.

5.0 GENERAL PROVISIONS

5.1 Term and Termination. The term of this Agreement shall be one year from Effective Date and shall automatically continue thereafter for additional terms of one year unless the parties agree otherwise; provided, however, that this Agreement shall terminate immediately upon written notice by either the Governmental Entity or the Affiliated Hospital to the other party.

5.2 Notices. All notices required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery, by overnight carrier, by email, or by United States mail, postage prepaid, registered or certified mail, addressed to the parties as follows:

Governmental Entity:
Hays County
c/o: Hays County Judge
111 E San Antonio St.
San Marcos, TX 78666

Affiliated Hospital:
Seton Edgar B. Davis Hospital
130 Hays St.
Luling, TX 78648

With a Copy to:
Carlos Zaffirini Jr.
Adelanto HealthCare Ventures, L.L.C.
401 W. 15th Street, Suite 840
Austin, TX 78701

and:

Charles Luband
Dentons
1221 Avenue of the Americas
New York, NY 10020-1089

5.3 Relationship Between the Parties. The relationship between the Governmental Entity and the Affiliated Hospital is solely a contractual relationship between independent contractors. No party hereto is an agent or employee of any other party. Nothing in this Agreement shall prevent any affiliation or contracting by any party with any third party, with the exception that no party may contract or affiliate with other party to gain entitlement to Medicaid supplemental payments pursuant to this Agreement.

5.4 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that 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, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules. The Affiliated Hospital understands that the Governmental Entity is a political subdivision of the State of Texas and governed by certain statutes applicable thereto.

5.5 Assignment. No party may assign any right, obligation, or responsibility under this Agreement except to a successor in interest.

5.6 Third Party Beneficiaries. The parties to this Agreement do not intend to establish any third party beneficiary relationship by virtue of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

GOVERNMENTAL ENTITY

By:_____

AFFILIATED HOSPITAL:

By_____

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

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County along Rebel Drive, Kyle in Pct 2 & Pct. 4. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	SMITH

SUMMARY

Summary to be provided in Executive Session.

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

Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	June 25, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	BECERRA	N/A

SUMMARY

Information to be provided in Executive Session.

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

Executive session pursuant to 551.071 and 551.072 or the Texas Government Code: consultation with counsel and deliberation regarding the purchase and/or value of real property under the Hays County Regional Habitat Conservation Plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

More information during Executive Session.

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

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located at 500 Jack C. Hays Trail, Buda in Pct. 5. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

Summary to be provided in Executive Session.

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

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the value of Right of Way along and including FM 1626 in Pct. 2. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 2, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: **AUDITOR REVIEW:**

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	JONES	N/A

SUMMARY

Summary to be presented in Executive Session.