

Commissioners Court November 19, 2019
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **19th day of November 2019**, in the Hays County Government Center, 712 S. Stagecoach Trail Courtroom #7 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.

PRESENTATIONS & PROCLAMATIONS

1	5	Report by Commissioner Mark Jones and Jeff McGill, Director of Information Technology, regarding the Internet issues at the Hays County Precinct 2 that began on November 5, 2019. JONES
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CONSENT ITEMS

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

2	6	Approve payments of County invoices. VILLARREAL-ALONZO
3	7	Approve payments of Juror checks. VILLARREAL-ALONZO
4	8	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
5	9-16	Approve Commissioners Court Minutes of November 5, 2019. BECERRA/CARDENAS
6	17	Approve the payment of the November 30, 2019 payroll disbursements in an amount not to exceed \$4,100,000.00 effective November 26, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
7	18	Authorize On-Site Sewage Facility Permit for a 7-bedroom hotel equivalent at 16221 Crystal Hill Drive, Austin, Texas 78737. SMITH/STRICKLAND
8	19	Authorize On-Site Sewage Facility Permit for 4 short term rental cabins (Cabins 1-4) at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
9	20	Authorize On-Site Sewage Facility Permit for 5 short term rental cabins (Cabins 5-9) at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
10	21	Authorize On-Site Sewage Facility Permit for 5 short term rental cabins (Cabins 10-14) at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
11	22	Authorize On-Site Sewage Facility Permit for 5 short term rental cabins (Cabins 15-19) at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
12	23	Authorize On-Site Sewage Facility Permit for 5 short term rental cabins (Cabins 20-24) at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
13	24	Authorize On-Site Sewage Facility Permit for 5 short term rental cabins (Cabins 25-29) at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
14	25	Authorize On-Site Sewage Facility Permit for 5 short term rental cabins (Cabins 30-34) at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
15	26	Authorize On-Site Sewage Facility Permit for 4 short term rental cabins (Cabins 35-38) at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
16	27	Authorize On-Site Sewage Facility Permit for 4 short term rental cabins (Cabins 39-42) at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
17	28	Authorize On-Site Sewage Facility Permit for apartment/office/laundry facility at 1405 Pump Station Road, Wimberley, Texas 78676. SHELL/STRICKLAND
18	29-30	Authorize the County Judge to execute Change Order #3 to the GarverUSA contract for a time extension on the Pct. 1 & 2 Low Water Crossings 2016 Road Bond Project. JONES/INGALSBE/BORCHERDING
19	31-36	Authorize the execution of the Memorial Marker Highway Sign agreement with TxDOT related to the Private First-Class Kristian Menchaca Memorial Highway signs and accept contributions for funding in the amount of \$5,000 and amend the budget accordingly. INGALSBE

20	37	Authorize On-Site Sewage Facility Permit for 3 long-term rental houses at 1100 High Road, San Marcos, Texas, 78666. SHELL/STRICKLAND
21	38-106	Authorize the County Judge to execute a contract with the Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control - Federal Grant Program (TB/PC - Federal) in the amount of \$26,756. SHELL/INGALSBE/T.CRUMLEY
22	107-120	Authorize the County Judge to execute the amended Interlocal Cooperative Agreement between the City of San Marcos, City of Kyle, City of Buda, and Hays County relating to the management and operation of the San Marcos Regional Animal Shelter. INGALSBE/SHELL
23	121-126	Approve and execute the Sheriff's Office Equitable Sharing and Agreement Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program. BECERRA/CUTLER
24	127-159	Approve Utility Permits. BECERRA/BORCHERDING
25	160-166	Authorize the Transportation Department to purchase a replacement Dell Latitude 5400 laptop valued at \$949.09 and amend the budget accordingly. BECERRA/BORCHERDING
26	167-174	Approve the Sheriff's Office to utilize Sheriff Drug Forfeiture Funds totaling \$4,453 for OSS access licenses for training purposes and amend the budget accordingly. BECERRA/CUTLER
27	175	Approve a \$4,260 On-Site Service Agreement with Smith's Detection related to Preventative Maintenance for the Sheriff Office X-Ray Machines located at the Government Center. BECERRA/CUTLER
28	176-191	Authorize the County Judge to execute a \$30,170.32 service agreement renewal with Appriss Safety for the FY20 Victim Information and Notification Everyday (VINE) Grant Program funded through the Office of the Attorney General (OAG). BECERRA/T.CRUMLEY
29	192-230	Approve specifications for RFQ 2020-Q04 Wimberley Valley Trail Extension and Multi-Modal Project and authorize Purchasing to solicit for proposals and advertise. SHELL/BORCHERDING
30	231-237	Authorize the Auditor's Office to purchase one replacement Dell Latitude 5500 with Docking capabilities valued at \$1,239.03 for the Internal Audit Division and amend the budget accordingly. BECERRA/VILLARREAL-ALONZO
31	238-242	Authorize the Justice of the Peace Pct. 2 Office to purchase one replacement Fujitsu fi-7180 Scanner valued at \$1,500.39 utilizing the Justice Court Technology Fund and amend the budget accordingly. JONES/VILLARREAL-ALONZO
32	243-245	Ratify the purchase of one (1) replacement AO Smith 110v Water Heater valued at \$1,712.31 for the Precinct 5 Satellite Offices and amend the budget accordingly. JONES/T.CRUMLEY
33	246-247	Ratify the execution of the Agency Agreement with LeadsOnLine, an on-line investigative tool for the Sheriff's Office; and approve the renewal for \$4,308 as budgeted in the FY20 budget process. INGALSBE/CUTLER

ACTION ITEMS

ROADS

34	248	Discussion and possible action to approve the selection of K. Friese & Associates to provide preliminary engineering and public involvement services for the proposed RM 150 Extension from RM 12 to US 290; and to authorize staff and counsel to negotiate a contract. SMITH/BORCHERDING
35	249-263	Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the subdivision bond #SU1146030 in the amount of \$315,510.25, accept the 2-year maintenance bond #SU1157965 for streets in the amount of \$24,754.74, the 2-year bond #SU1157966 for drainage in the amount of \$7,338.87, and the 1-year revegetation bond #SU1157964 in the amount of \$3,488.00 for Reunion Ranch subd., Phase 2, Section 4. SMITH/BORCHERDING
36	264-280	Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement and Resolution of Support between Hays County and the Texas Department of Transportation (TxDOT) for the US 290 at Martin Rd. project. SMITH/BORCHERDING
37	281-287	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$1,127,372.10 for Trails at Windy Hill, Phase One Subdivision (Bond # 80171662). JONES/BORCHERDING
38	288-295	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$1,997,294.74 for Mulberry Meadows, Phase One Subdivision (Bond # PB10169600208). INGALSBE/BORCHERDING
39	296-300	Discussion and possible action to authorize the County Judge to execute a Second Amended and Restated Interlocal Agreement for Roadway Repair between Hays County and the City of Umland, related to ongoing road and Right of Way maintenance within the corporate limits of the City of Umland. JONES

SUBDIVISIONS

40	301-308	PLN-1383-PC; Wildwood Hills, Lots 9 and 10, Amended Plat. Discussion and possible action to consider granting a variance from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities. SMITH/MACHACEK
41	309-310	SUB-1354; Discussion and possible action to approve final plat for River Oaks of Wimberley, Unit 5, Lot 8A and 9A Subdivision. SHELL/MACHACEK
42	311-317	Discussion and possible action to consider granting a variance from Chapter 705.12.02 of the Hays County Development Regulations for the Waterridge Subdivision. SMITH/STRICKLAND

MISCELLANEOUS

43	318	Discussion and possible action to appoint the members of the Hays County Citizens Election Advisory Commission (CEAC). BECERRA/VILLALOBOS
44	319-320	Discussion and possible action to submit a letter of support to the Texas A&M University, Public Policy Research Institute for the Counsel at First Appearance - Randomized Controlled Trial. SHELL/INGALSBE
45	321	Discussion and possible action to authorize the Development Services Department to serve as the Interim Floodplain Administrator for the City of Wimberley for a period not to exceed 6 months. SHELL/STRICKLAND
46	322-323	Discussion and possible action to award RFQ 2020-Q01 Right of Way Acquisition Attorney Services to LJA Engineering, Inc. and authorize staff and General Counsel to negotiate a contract. JONES
47	324-333	Discussion and possible action to approve a finalized job description for the Hays County Office of Emergency Services Director; and to provide job posting instructions. SHELL/MILLER

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.

48	334	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 or value of real property regarding Parks and Open Space within Hays County. Possible action may follow in Open Court. SHELL
49	335	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
50	336	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of approximately 536 acres of real property located in Precinct 3 of Hays County (and partially within Comal County), part of the former El Rancho Cima "Scout" property. Possible action may follow in open court, including but not limited to authorizing the execution of Agreement(s) between Hays County and the Nature Conservancy related to the acquisition of fee title to the property. SHELL
51	337	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court. SHELL/INGALSBE

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.

52	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA/J.MCINNIS	
53	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA	
54	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	
55	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	
56	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. SHELL	

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 15th day of November, 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

Report by Commissioner Mark Jones and Jeff McGill, Director of Information Technology, regarding the Internet issues at the Hays County Precinct 2 that began on November 5, 2019.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Mark Jones

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of November 5, 2019.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

HAYS COUNTY COMMISSIONERS' COURT MINUTES



NOVEMBER 5, 2019

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 5TH DAY OF NOVEMBER A.D., 2019, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA
DEBBIE GONZALES INGALSBE
MARK JONES
LON A. SHELL
WALT SMITH
ELAINE H. CÁRDENAS

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe 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

Gary Griffin, Dan Lyon, and Darrell W. Ayres made public comments.

34505 APPROVE PAYMENTS OF COUNTY INVOICES.

A motion was made by Commissioner Smith seconded by Commissioner Jones to approve payments of County invoices. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #2 RE: *APPROVE PAYMENTS OF JUROR CHECKS.* – WAS PULLED.

34506 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

A motion was made by Commissioner Smith seconded by Commissioner Jones to approve the payment of United Healthcare claims. All present voted "Aye." MOTION PASSED.

34507 APPROVE COMMISSIONERS COURT MINUTES OF OCTOBER 29, 2019.

A motion was made by Commissioner Smith seconded by Commissioner Jones to approve Commissioners Court Minutes of October 29, 2019. All present voted "Aye." MOTION PASSED.

34508 APPROVE THE PAYMENT OF THE NOVEMBER 15, 2019 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$2,900,000.00 EFFECTIVE NOVEMBER 15, 2019 AND POST TOTALS FOR WAGES,



NOVEMBER 5, 2019

WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Smith seconded by Commissioner Jones to approve the payment of the November 15, 2019 payroll disbursements in an amount not to exceed \$2,900,000.00 effective November 15, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

34509 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR ONE OFFICE/WAREHOUSE BUILDING LOCATED AT 6121 POST ROAD, KYLE, TEXAS 78640.

A motion was made by Commissioner Smith seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for one office/warehouse building located at 6121 Post Road, Kyle, Texas 78640. All present voted "Aye." MOTION PASSED.

34510 APPROVE UTILITY PERMITS.

A motion was made by Commissioner Smith seconded by Commissioner Jones to approve Utility Permits. All present voted "Aye." MOTION PASSED.

34511 AUTHORIZE THE SHERIFF'S OFFICE TO MOVE AN EMPLOYEE FROM CORRECTION OFFICER SLOT #0605-27 TO EMERGENCY COMMUNICATIONS OFFICER SLOT #0515-12.

A motion was made by Commissioner Jones seconded by Commissioner Smith to authorize the Sheriff's Office to move an employee from Correction Officer Slot #0605-27 to Emergency Communications Officer Slot #0515-12. All present voted "Aye." MOTION PASSED.

34512 APPROVE SPECIFICATIONS FOR RFQ 2020-Q03 ON-CALL CE&I PROFESSIONAL SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

A motion was made by Commissioner Jones seconded by Commissioner Smith to approve specifications for RFQ 2020-Q03 On-Call CE&I Professional Services and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

34513 APPROVE SPECIFICATIONS FOR RFP 2020-P04 TRAFFIC COUNTER INSPECTION & MAINTENANCE AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

HAYS COUNTY COMMISSIONERS' COURT MINUTES



NOVEMBER 5, 2019

A motion was made by Commissioner Jones seconded by Commissioner Smith to approve specifications for RFP 2020-P04 Traffic Counter Inspection & Maintenance and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

34514 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT WITH TRANSUNION FOR INVESTIGATIVE SEARCHES FOR THE SHERIFF'S OFFICE CRIMINAL INVESTIGATIONS DIVISION.

A motion was made by Commissioner Jones seconded by Commissioner Smith to authorize the County Judge to execute an agreement with TransUnion for investigative searches for the Sheriff's Office Criminal Investigations Division. All present voted "Aye." MOTION PASSED.

34515 AUTHORIZE THE SHERIFF'S OFFICE TO IMPLEMENT ENHANCEMENTS TO THE GUARD1 TIMEKEEPING SYSTEM TOTALING \$31,089.22 AS APPROVED IN THE FY 2020 BUDGET AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones seconded by Commissioner Smith to Authorize the Sheriff's Office to implement enhancements to the Guard1 Timekeeping System totaling \$31,089.22 as approved in the FY 2020 budget and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34516 AUTHORIZE PAYMENT TO GOVERNMENT FORMS & SERVICES FOR THE COUNTY CLERK'S OFFICE IN THE AMOUNT OF \$516.76 FOR AN FY19 BUDGETED EXPENSE IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.

Vickie Dorsett, Auditors office, Elaine Cardenas, County Clerk, and Commissioner Smith spoke on this item. A motion was made by Commissioner Jones seconded by Commissioner Smith to Authorize payment to Government Forms & Services for the County Clerk's Office in the amount of \$516.76 for an FY19 budgeted expense in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

34517 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT WITH ADVENTOS CORPORATION FOR SMARTFORCE SMARTCORRECTION JAIL SOFTWARE TOTALING \$15,000 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones seconded by Commissioner Smith to authorize the County Judge to execute an agreement with Adventos Corporation for SmartForce SmartCorrection Jail software totaling \$15,000 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

HAYS COUNTY COMMISSIONERS' COURT MINUTES



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- 34518 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND ONE-TIME WAIVER OF CONTRACTUAL TERMS BETWEEN HAYS COUNTY, THE HAYS COUNTY SHERIFF, AND THE HAYS COUNTY LAW ENFORCEMENT ASSOCIATION.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to authorize the County Judge to execute a Memorandum of Understanding and One-Time Waiver of Contractual Terms between Hays County, the Hays County Sheriff, and the Hays County Law Enforcement Association. All present voted "Aye." MOTION PASSED.

- 34519 AUTHORIZE THE ACCEPTANCE OF AN AWARD FROM THE BUREAU OF JUSTICE ASSISTANCE (BJA) FOR THE FY2018 STATE CRIMINAL ALIEN ASSISTANCE GRANT PROGRAM (SCAAP) IN THE AMOUNT OF \$53,956.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to authorize the acceptance of an award from the Bureau of Justice Assistance (BJA) for the FY2018 State Criminal Alien Assistance Grant Program (SCAAP) in the amount of \$53,956. All present voted "Aye." MOTION PASSED.

- 34520 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO UTILIZE FY20 BUDGETED FUNDS TO PURCHASE RECOGNITION AWARDS (\$650) FOR THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) VOLUNTEERS.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to authorize the Office of Emergency Services to utilize FY20 budgeted funds to purchase Recognition Awards (\$650) for the Community Emergency Response Team (CERT) Volunteers. All present voted "Aye." MOTION PASSED.

- 34521 AUTHORIZE THE EXECUTION OF THE FY2020 STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICES (SAVNS) MAINTENANCE GRANT CONTRACT IN THE AMOUNT OF \$30,170.26.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to authorize the execution of the FY2020 Statewide Automated Victim Notification Services (SAVNS) Maintenance Grant Contract in the amount of \$30,170.26. All present voted "Aye." MOTION PASSED.

- 34522 ACCEPT LETTER OF CREDIT NO. 5308 FOR STREET AND DRAINAGE IMPROVEMENTS FOR LA CIMA PHASE 1, SECTION 2 (108 LOTS) SUB-1205, IN THE AMOUNT OF \$1,320,516.41.**

Marcus Pacheco, Development services, spoke on this item. A motion was made by Commissioner Shell seconded by Commissioner Smith to accept Letter of Credit No. 5308 for street and drainage

HAYS COUNTY COMMISSIONERS' COURT MINUTES



NOVEMBER 5, 2019

improvements for La Cima Phase 1, Section 2 (108 Lots) SUB-1205, in the amount of \$1,320,516.41. All present voted "Aye." MOTION PASSED.

34523 APPROVE PRELIMINARY PLAN FOR SUB-1354; RIVER OAKS OF WIMBERLEY, UNIT 5, LOT 8A AND 9A SUBDIVISION (2 LOTS).

Marcus Pacheco, Development services, spoke on this item. A motion was made by Commissioner Shell seconded by Commissioner Smith to approve preliminary plan for SUB-1354; River Oaks of Wimberley, Unit 5, Lot 8A and 9A Subdivision (2 Lots). All present voted "Aye." MOTION PASSED.

34524 AUTHORIZE THE CLOSURE OF ALL HAYS COUNTY PARKS ON NOVEMBER 28, 2019, DECEMBER 25, 2019, JANUARY 1, 2020 AND APRIL 10, 2020.

Tammy Crumley, County Wide operations, spoke on this item. A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the closure of all Hays County Parks on November 28, 2019, December 25, 2019, January 1, 2020 and April 10, 2020. All present voted "Aye." MOTION PASSED.

34525 ADOPT A RESOLUTION TO CAST HAYS COUNTY'S 1,271 VOTES FOR JENIFER O'KANE, CANDIDATE FOR THE HAYS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

Dan Lyon, Hays County resident, made public comments on this item. Mark Kennedy, General Counsel, Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, and Judge Becerra spoke on this item. A motion was made by Commissioner Smith seconded by Commissioner Shell to adopt a resolution to cast Hays County's 1,271 votes for Jenifer O'Kane, candidate for the Hays Central Appraisal District Board of Directors. All present voted "Aye." MOTION PASSED.

34526 AWARD CONTRACTS FOR IFB 2020-B02 HAULING OF SOLID WASTE TO TEXAS DISPOSAL SYSTEMS, INC. AND CENTRAL WASTE & RECYCLING.

Dan Lyon, Hays County resident, made public comments on this item. Tammy Crumley, County Wide operations, Commissioner Ingalsbe, Commissioner Shell, and Judge Becerra spoke on this item. A motion was made by Commissioner Shell seconded by Commissioner Jones to award contracts for IFB 2020-B02 Hauling of Solid Waste to Texas Disposal Systems, Inc. and Central Waste & Recycling. All present voted "Aye." MOTION PASSED.

34527 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT FOR HAYS COUNTY CONNECTIVITY TO AUSTIN POLICE DEPARTMENT AUTOMATED PALM AND FINGERPRINT



NOVEMBER 5, 2019

IDENTIFICATION SYSTEM (APFIS) BETWEEN HAYS COUNTY AND THE CITY OF AUSTIN.

A motion was made by Commissioner Jones seconded by Commissioner Shell to authorize the County Judge to execute an Interlocal Agreement for Hays County Connectivity to Austin Police Department Automated Palm and Fingerprint Identification System (APFIS) between Hays County and the City of Austin. All present voted "Aye." MOTION PASSED.

34528 GRANT A VARIANCE FROM HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTERS 705, 725, & 735 AND AUTHORIZE DEVELOPMENT SERVICES STAFF TO ISSUE A DEVELOPMENT AUTHORIZATION PERMIT FOR PROPERTY LOCATED AT 2021 STAGECOACH RANCH RD.

Caitlyn Strickland, Development Services, Tom Pope, Development Services, Commissioner Smith, Commissioner Ingalsbe, and Judge Becerra spoke on this item. A motion was made by Commissioner Smith seconded by Commissioner Jones to grant a variance from Hays County Development Regulations Chapters 705, 725, & 735 and authorize Development Services staff to issue a development authorization permit for property located at 2021 Stagecoach Ranch Rd. All present voted "Aye." MOTION PASSED.

Court convened into Executive Session 9:49 a.m. Then reconvened into open court at 11:02 a.m.

34529 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 OR VALUE OF REAL PROPERTY REGARDING PARKS AND OPEN SPACE WITHIN HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize General Counsel to execute all documents related to due diligence by the City of San Marcos on property owned by Hays County, located on San Antonio street in Precinct 1.

27. 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.

No action taken.

34530 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION



NOVEMBER 5, 2019

WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE OR VALUE OF RIGHT OF WAY ALONG DACY LANE IN PCT 1 & PCT 2. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the Commissioner for Precinct 1 to execute a joint bid agreement and a utility relocation agreement between Hays County and Goforth special utility district, related to the relocation of utilities along Dacy Lane, in Precinct 1 and/or 2, as presented in Executive Session.

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

Judge Becerra announced the recommendation from Scott Raven, Fire Marshall, to continue the burn ban.

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

Judge Becerra read the update of the Sheriff Cutler's inmate population report.

Clerk's Note Agenda Item #31 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.*

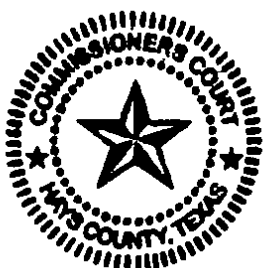
Clerk's Note Agenda Item #32 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW - WAS PULLED.*

Clerk's Note Agenda Item #33 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW - WAS PULLED.*

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Commissioner Jones to adjourn court at 11:05 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 November 5, 2019.



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 November 30, 2019 payroll disbursements in an amount not to exceed \$4,100,000.00 effective November 26, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Approve the November end of month payroll disbursements not to exceed \$4,100,000.00.

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 On-Site Sewage Facility Permit for a 7-bedroom hotel equivalent at 16221 Crystal Hill Drive, Austin, Texas 78737.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

RPRJ Property Mgmt is proposing an On-Site Sewage System to serve a six-bedroom hotel (Los Lost Boys) and an additional structure (Hobbit House). This 11.60-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 420 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 4 short term rental cabins (Cabins 1-4) at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve four short-term rental cabins. This system will serve Cabins 1-4. This 59.88-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 300 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 5 short term rental cabins (Cabins 5-9) at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve five short-term rental cabins. This system will serve Cabins 5-9. This 59.88-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 300 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 5 short term rental cabins (Cabins 10-14) at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve five short-term rental cabins. This system will serve Cabins 10-14. This 59.88-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 300 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 5 short term rental cabins (Cabins 15-19) at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve five short-term rental cabins. This system will serve Cabins 15-19. This 59.88-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 300 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 5 short term rental cabins (Cabins 20-24) at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve five short-term rental cabins. This system will serve Cabins 20-24. This 59.88-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 300 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 5 short term rental cabins (Cabins 25-29) at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve five short-term rental cabins. This system will serve Cabins 25-29. This 59.88-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 300 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 5 short term rental cabins (Cabins 30-34) at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve five short-term rental cabins. This system will serve Cabins 30-34. This 59.88-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 300 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 4 short term rental cabins (Cabins 35-38) at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve five short-term rental cabins. This system will serve Cabins 35-38. This 59.88-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 300 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 4 short term rental cabins (Cabins 39-42) at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve five short-term rental cabins. This system will serve Cabins 39-42. This 59.88-acre tract of land will be served by a public water supply. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 300 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 apartment/office/laundry facility at 1405 Pump Station Road, Wimberley, Texas 78676.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Stephen Maulden of Getaway TX 3 is proposing an On-Site Sewage System to serve an office building that contains an apartment and a small laundry facility. This 59.88-acre tract of land will be served by a public water supply.

The system designer, Greg Nesbitt, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 880 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 the County Judge to execute Change Order #3 to the GarverUSA contract for a time extension on the Pct. 1 & 2 Low Water Crossings 2016 Road Bond Project.

ITEM TYPE

ACTION-ROADS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

020-710-00.524.5621_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Jerry H. Borcharding

SPONSOR

JONES

CO-SPONSOR

INGALSBE

SUMMARY

Change in scope includes extension of contract time for the Phase 2 work products remaining including project design/Right-of-Way (ROW) acquisition processes to December 16, 2019. Remaining ROW acquisitions work includes finalizing Chaparral Road acquisition, as well as work on ROW acquisition for Grist Mill, Cotton Gin, Turnersville, Francis Harris and Bunton Lane site 1-3.

Attachment: Garver CO #3



Hays County Transportation Department Change Order Request Form

Date: October 30, 2019 Contract Performance Date: March 21, 2019 (orig.), Sept. 17, 2019

Project Name: Hays County Drainage and Low Water Crossing Improvements, Precincts 1 and 2

Contract number: _____

Contractor/Consultant: Garver, LLC

Change Order Number: 3

Change in Scope Necessitating Change-Order:

Change in scope includes extension of contract time for the Phase 2 work products remaining including project design/Right-of-Way (ROW) acquisition processes to December 16, 2019.

Remaining ROW acquisition work includes finalizing Chaparral Road acquisition, as well as work on ROW acquisition for Grist Mill, Cotton Gin, Turnersville, Francis Harris and Bunton Lane sites 1-3.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 569,469.00

Net Amount of Previously Authorized Change Order: \$ 81,822.00

Net Amount for this requested change order: \$ 0.00

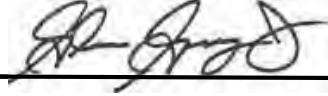
Total Contract Amount with all change orders: \$ 651,291.00

Original Contract Performance Length: 300 Days

Net previous schedule change orders: +180 Days

Net Schedule adjustment requested this change order: +90 Days

Total performance days with change orders: 570 Days

Contractor: Glenn Gregory, P.E. Sign:  Date: Oct. 30, 2019

Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners 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 the execution of the Memorial Marker Highway Sign agreement with TxDOT related to the Private First-Class Kristian Menchaca Memorial Highway signs and accept contributions for funding in the amount of \$5,000 and amend the budget accordingly.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

None

LINE ITEM NUMBER

001-645-00.4610/5210

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Commissioner Ingalsbe

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

This agreement allows Hays County to accept the donation of \$5,000.00 from private donors for signage related to the dedication of a portion of SH 21. These monies will be transferred to TXDOT to pay for fabrication and installation of the signs.

Donors Include:
Caldwell County
Gary Job Corps Center
Mr. & Mrs. Quintero
Mr. & Mrs. Taylor
Mr. & Mrs. Tenorio
Southside Community Center

Budget Amendment:
Increase County Wide Contributions .4610
Increase County Wide Road Signs .5210

STATE OF TEXAS §
COUNTY OF TRAVIS §

NAMED MARKER OR MEMORIAL MARKER HIGHWAY SIGN AGREEMENT

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the Hays County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, §225.004 establishes that a local government may purchase and furnish to the department a suitable locally identifying memorial marker; and if the director approves the size and type of a marker, the department, on request, may erect the marker at a place most suitable to the department's maintenance operations. The department shall maintain the grounds for a marker. The local government shall repair or replace a marker; and

WHEREAS, the Local Government desires assistance from the State with providing highway marker signs or plaques in accordance with the Texas Manual on Uniform Traffic Control Devices and the State's procedures for SH 21 highway from SH 80 to Yarrington Road to be hereinafter identified as the "Project;" and

WHEREAS, the Local Government proposes to pay the State a fixed amount for furnishing and/or installing these signs; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. Contract Period

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Project or unless terminated or modified as hereinafter provided.

Article 2. Scope of Work

1. The State will fabricate and/or install the sign(s), as is identified on "Attachment A".
2. The State will fabricate PFC Kristian Menchaca memorial marker sign(s), furnish sign supports and make the sign installations, as is identified on "Attachment A".
3. The Local Government will pay the State a sum of \$5,000 for the cost incurred by the State for the project prior to fabrication and/or installation of the signs. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State to be managed by the State and may only be applied by the State to the Project.

4. In the event it becomes necessary to replace one or more of these signs or their supports due to age, vandalism or damage, it will be the responsibility of the Local Government to pay the costs for such replacement. The cost amount shall be as determined at the time of replacement and shall be agreed upon by both parties prior to the State making replacement.
5. The Local Government shall make its intentions known to the State within thirty (30) days of notification by the State that the signs need repair or replacement. If the necessary funds, in full, are not received within 90 days of the notification that the signs need repair or replacement, the State will remove the signs and dispose of the signs and supports as it deems necessary, and this agreement shall be considered terminated as stated in Article 3.

Article 3. Termination

This agreement may be terminated by any of the following conditions:

1. By mutual written agreement and consent of all parties.
2. By the State upon determination that construction of the Project is not feasible or is not in the best interest of the State and the traveling public.
3. By any party, upon the failure of the other parties to fulfill the obligation as set forth herein. Termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and Local Government under this agreement. If the potential termination of this agreement is due to the failure of the Local Government to fulfill their contractual obligations as set forth herein; the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach as outlined by the State within the period stated in Article 2, paragraph 5.

Article 4. Relationship of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 5. Amendments

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by the Local Government and the State.

Article 6. Legal Construction

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

Article 7. Sole Agreement

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Article 8. Notices

All notices required under this agreement by one party to the other parties shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<i>County or City:</i>	<i>State:</i>
Hays County Judge 111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666	Austin District Engineer 7901 N IH 35, Austin, TX 78753

Notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. The parties hereto may change the above address by sending written notice of such change to the other parties in the manner provided herein.

Article 9. Signatory Warranty

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

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE COUNTY OF HAYS, TEXAS

By: _____ Date: _____

Ruben Becerra
County Judge

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

Tucker Ferguson, P.E.
Austin District Engineer

Date: _____

ATTACHMENT A

Description and Location of Named or Memorial Marker Signs

Description: the fabrication and installation of the SH 21 Memorial Designation PFC Kristian Menchaca sign:

- For eastbound traffic on SH 21 near the Hwy 80 intersection
- For westbound traffic on SH 21 near the Yarrington Road intersection





**A Resolution of the Hays County Commissioners Court
designating a portion of State Highway 21 as the
Private First Class Kristian Menchaca Memorial Highway**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, June 16, 2019, marked the 13th anniversary of the death of U.S. Army Private First Class Kristian Menchaca of Brownsville, providing a fitting opportunity to reflect on his life and his service to his county; and

WHEREAS, assigned to the 1st Battalion, 502nd Infantry Regiment, 2nd Brigade, 101st Airborne Division, Private Menchaca was killed following an insurgent attack on a U.S. Army checkpoint south of Baghdad, Iraq and was posthumously awarded the Bronze Star, Purple Heart, and Prisoner of War medals; and


WHEREAS, before enlisting in the army, Kristian Menchaca furthered his education by attending the Gary Job Corps Center in San Marcos from September 2004 to February 2005, earning a GED certificate and completing the security officer program. During his training he volunteered his time and talents at a number of local events including the Sights & Sounds of Christmas festival. An inspiring young man, he demonstrated respect for others and an admirable commitment to his goals, thereby exemplifying the Center's core values; and

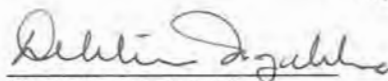
WHEREAS, willing to lay down their lives in the service of their fellow citizens, the men and women of the U.S. armed forces demonstrate exceptional courage, honor, and love of country, and time can never diminish the profound debt that all Americans owe to Kristian Menchaca for the challenge he undertook and the immense sacrifice he rendered; and


WHEREAS, the limits of the memorial designation will be for eastbound traffic on SH 21 near the Hwy 80 intersection and for westbound traffic on SH 21 near the Yarrington Road intersection;

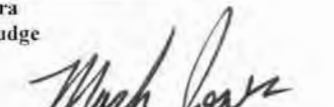
NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Hays County does hereby support designating a portion of State Highway 21 as the Private First Class Kristian Menchaca Memorial Highway.

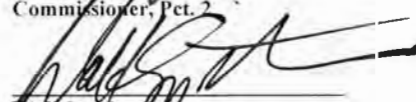
ADOPTED THIS THE 17th DAY OF SEPTEMBER 2019


Ruben Becerra
Hays County Judge


Debbie Gonzales Ingalsbe
Commissioner, Pct. 1


Lou A. Shell
Commissioner, Pct. 3


Mark Jones
Commissioner, Pct. 2


Mark Smith
Commissioner, Pct. 4

ATTEST:

Elaine Y. Cardenas, MBA, PhD
Hays County Clerk



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 3 long-term rental houses at 1100 High Road, San Marcos, Texas, 78666.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Nicholas Speir is proposing an On-Site Sewage System to serve 3 tiny homes to be used by family and friends. This 7.937-acre tract of land is Lot 44 in Section B of the Highlands subdivision. The homes will be served by a private well. The system designer, Stan Burrier, P.E., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 540 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 the County Judge to execute a contract with the Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control - Federal Grant Program (TB/PC - Federal) in the amount of \$26,756.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	\$4,459

LINE ITEM NUMBER

120-675-99-087]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	SHELL	INGALSBE

SUMMARY

On June 25, 2019 the Commissioners' Court authorized submission of a grant application to the DSHS for the FY20 TB/PC - Federal Grant Program. Funds will be used for the identification and treatment of those persons with, or exposed to tuberculosis.

The federal allocation amount is \$22,297, with a cash match of 20% in the amount of \$4,459 from the County for required participation in the program, for a combined total amount of \$26,756. Grant and county matching funds were budgeted during the FY20 budget process.

Grant Period: 01/01/2020 - 12/31/2020

Contract Number: HHS000686100019

Attachment: DSHS Tuberculosis Prevention and Control - Federal (TB/PC-Federal) Grant Program Contract

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000686100019
UNDER THE
TUBERCULOSIS PREVENTION AND CONTROL – FEDERAL (TB/PC-FEDERAL)
GRANT PROGRAM**

I. PURPOSE

The Department of State Health Services (“**DSHS**”) and Hays County Health Department (“**Grantee**”), each a “**Party**” and collectively the “**Parties**,” enter into the following grant contract for the Tuberculosis Prevention and Control - Federal Grant Program (the “**Contract**”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of *Texas Government Code* Chapter 791, and *Texas Health and Safety Code* Chapters 12 and 1001.

III. STATEMENT OF SERVICES TO BE PROVIDED

Grantee shall perform services related to the Tuberculosis Prevention and Control - Federal (“**TB/PC-Federal**”) Program in accordance with the requirements stated in Attachment A, **Statement of Work**.

IV. DURATION

The Contract is effective on January 1, 2020, and terminates on December 31, 2020, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. DSHS, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed two years.

V. PAYMENT FOR SERVICES PERFORMED

The total amount of DSHS’s share of this Contract shall not exceed \$22,297.00. Grantee’s required cash match for this Contract shall not exceed \$4,459.00. The total not to exceed amount of the Contract, therefore, is \$26,756.00. All expenditures under this Contract will be in accordance with **Attachment B**, Budget.

VI. CONTRACT REPRESENTATIVES

The following individuals will act as the designated Representative authorized to administer activities, communications, and non-legal notices under this Contract on behalf of their respective Party.

DSHS

Samantha Lavoie, CTCM
1100 West 49th Street, MC 1990
Austin, Texas 78756
(512) 776-2152
samantha.lavoie@dshs.texas.gov

Grantee

Tammy Crumley
Hays County Health Department
712 S. Stagecoach Trail, Ste. 1071
Sherman, Texas 75090
(512) 873-6673
tammy.crumley@co.hays.tx.us

Either Party may change its designated Contract Representative by providing written notice to the other Party.

VII. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FAIN): U52PS004694
Federal Award Date: December 31, 2018
Name of Federal Awarding Agency: Centers for Disease Control and Prevention
CFDA Name and Number: 93.116 – Tuberculosis Elimination and Laboratory Cooperative Agreement – Prevention & Control
Awarding Official Contact Information: Shanica Alexander, (404) 718 - 3149
DUNS: 807391511

VIII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by DSHS either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

If to DSHS:

Department of State Health Services
Attention: Office of the General Counsel
1100 West 49th Street, MC 1911
Austin, Texas 78756

If to Grantee:

Hays County Health Department
Attention: Judge Ruben Becerra
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666

Notice given by Grantee will be deemed effective when received by DSHS. Either Party may change its address for notice by written notice to the other Party.

IX. REPORTING REQUIREMENTS

Grantee shall satisfy all reporting requirements stated in within **Article IV** of Attachment A, Statement of Work.

X. PRIVACY, SECURITY, AND BREACH NOTIFICATION

Grantee certifies it is, and shall remain for the term of this Contract, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification in accordance with Attachment E, Data Use Agreement.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
DSHS CONTRACT NO. HHS000686100019**

Department of State Health Services

Hays County Health Department

By: _____

By: _____

Name: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

The following Attachments are hereby incorporated by reference into the Contract:

Attachment A - Statement of Work

Attachment B - Budget

Attachment C - HHSC Uniform Terms and Conditions-Grant, Version 2.16.1

Attachment D - HHSC TB/PC Supplemental and Special Conditions

Attachment E - HHS Data Use Agreement

Attachment F - Non-Exclusive List of Applicable Laws

Attachment G - Federal Funding Accountability Transparency Act (FFATA) Form

Attachment H - Federal Assurances and Certification

Attachment I - Contract Affirmations

ATTACHMENTS FOLLOW

Attachment A

Statement of Work

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A.** Comply with the most current version of the Tuberculosis Work Plan located at:
<http://www.dshs.texas.gov/idcu/disease/tb/policies/>.
- B.** Use federal funds provided by DSHS under this Contract to support core TB control front-line activities including but not limited to:
 - 1. Directly Observed Therapy (“DOT”);
 - 2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
 - 3. Contact Investigation;
 - 4. Cohort Review;
 - 5. Surveillance;
 - 6. Reporting;
 - 7. Data analyses;
 - 8. Cluster investigations; and
 - 9. Provider education.
- C.** Provide a cash match of no less than 20% of DSHS’ share of actual expenditures up to the budgeted match amount, as reflected in Article V of the Contract Signature Document (relating to Payment for Services Provided). If the required cash match is not provided, DSHS may withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
- D.** Ensure no DSHS funds or matching funds are used for:
 - 1. Medication purchases;
 - 2. Inpatient clinical care (hospitalization services);
 - 3. Entertainment;
 - 4. Furniture;
 - 5. Equipment; and
 - 6. Sectarian worship, instruction, or proselytization.Food and incentives are allowed using DSHS funds but are not allowed for matching funds.
- E.** Not lapse more than 1% of the total funded amount of the Contract.
- F.** Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds. During the term of this Contract, DSHS reserves the right to decrease funding amounts because of the Grantee’s budgetary shortfalls or due to the Grantee lapsing more than 1% of total funds, or both.

- G.** Maintain staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.
- H.** Use DSHS-designated data systems available for local entry. All collected TB information shall be entered into a designated state TB information system, including all data fields on the Report of Verified Case of Tuberculosis, TB340, any laboratory results received locally, and any additional clinical information, according to documented timelines and specifications. Data entered into DSHS data systems will be considered submitted to DSHS.
- I.** Comply with all applicable federal and state statutes and regulations, policies and guidelines as revised.

II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any finding in a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the Contract regarding breach.

III. INVOICE AND PAYMENT

Grantee will request payment by preparing an invoice and submitting acceptable supporting documentation for reimbursement of the required services/deliverables. Invoices and supporting documentation shall be submitted to DSHS no later than 30 days after the last day of each month.

- A.** Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov & CMSinvoices@dshs.texas.gov

- B.** Grantee will email the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A) to the following: Invoices@dshs.texas.gov and TBContractReporting@dshs.texas.gov. Grantee must submit final FSR and a reimbursement or final payment request no later than 45 calendar days following the end of the Contract term.
- C.** Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

IV. PROGRAMMATIC REPORTING REQUIREMENTS

Report Name	Frequency	Period Begin	Period End	Due Date
FY20 Annual Narrative Report	Annually	January 1, 2020	December 31, 2020	April 1, 2021
FY21 Annual Narrative Report	Annually	January 1, 2021	December 31, 2021	April 1, 2022
FSR & Match Reimbursement/Certification Form (Form B-13A)	Quarterly	January 1, 2020	March 31, 2020	April 30, 2020
FSR & Form B-13A	Quarterly	April 1, 2020	June 30, 2020	July 31, 2020
FSR & Form B-13A	Quarterly	July 1, 2020	September 30, 2020	October 31, 2020
FSR & Form B-13A	Quarterly	October 1, 2020	December 31, 2020	February 15, 2021

Annual Report Submission Instructions:

Submit program reports to the TB Reporting Mailbox at TBContractReporting@dshs.texas.gov. The DSHS TB Program will provide the form and format for the Annual Narrative Report. The Annual Narrative Report will be a separate report for the Grantee and must not be included with reports for the Region.

Financial Status Reports:

Department of State Health Services
 Claims Processing Unit, MC 1940
 1100 West 49th Street
 P.O. Box 149347
 Austin, Texas 78714-9347
 Fax: (512) 458-7442
 Email: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

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Attachment B

Budget

Grantee: Hays County Health Department

Program ID: TB/PC-Federal

Contract Number: HHS000686100019

I. Budget

Budget Categories	DSHS Funds	Cash Match	Category Total
Personnel	\$14,197.00	\$1,685.00	\$15,882.00
Fringe Benefits	\$8,100.00	\$1,013.00	\$9,113.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$1,761.00	\$1,761.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$22,297.00	\$4,459.00	\$26,756.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$22,297.00	\$4,459.00	\$26,756.00

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Attachment C

HHSC Uniform Terms and Conditions Version 2.16
Published and Effective: March 26, 2019
Responsible Officer: Chief Counsel



TEXAS

Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.16.1

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

"Attachment" means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

"Deliverable" means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

"Mentor Protege" means the Comptroller of Public Accounts' leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation" or "Request for Applications (RFA)" means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Travel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include HHSC and the Department of State Health Services.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

"Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Contract or through use of any funding provided under this Contract.

"Uniform Grant Management Standards" or "UGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words "hereof," "herem," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
 - i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
 - ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
 - iii. Advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has

RHSC Grantee Unified Terms and Conditions
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6.2.10.1
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implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

- B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

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Effective 10/20/2019

2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING**3.1 FUNDING**

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A. At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency.	2 CFR Part 200, Subpart F and UGMS.	2 CFR Part 200 and UGMS.
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- B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audit:

- i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
- iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
- v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements:

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at:

<https://hhsportal.hhs.state.tx.us/heartwebext/hhsc5aw>

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:

<https://hhsportal.hhs.state.tx.us/heartwebext/hhsc5aw>; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 FEDERAL ASSURANCES

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

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6.1.18.1
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therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual licence, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 GRANTEE'S PRE-EXISTING WORKS

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("Incorporated Pre-existing Works"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and licence, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI.

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 SURVIVAL

The provisions and obligations of this Article VI survive any termination or expiration of the Contract.

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6.2.1.1

7.4 SAO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
- v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

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8.2.16.1
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i. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

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Effective 03/01/2021

9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

9.6 ASSIGNMENTS

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

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9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
- B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 NO WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 PUBLICITY

- A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.
- C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting term in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- i. all persons employed to perform duties within Texas during the term of the Contract; and
- ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107).

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- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHS website at <http://hhscc.hhscc.texas.gov/system-support-services/civil-rights/publications>.
- E. Grantee agrees to comply with Executive Order 13179, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, Texas 78751
 Phone Toll Free: (888) 388-6332
 Phone: (512) 438-4313
 TTY Toll Free: (877) 432-7252
 Fax: (512) 438-5885.

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9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "System Agency Data"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

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Attachment D

HHSC TB/PC Supplemental and Special Conditions

Supplemental Conditions

Attachment C (the “HHSC Uniform Terms and Conditions - Grants”), is hereby revised as follows:

1. **Section 9.17, No Waiver of Sovereign Immunity**, is deleted in its entirety and replaced with the following:

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency. Similarly, nothing in the Contract will be construed as a waiver of any rights or affirmative defenses available to Grantee.

Special Conditions

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Grants (Version 2.16).

Section 1.01 Notice of Contract Action

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

Section 1.02 Notice of Bankruptcy

Grantee shall notify in writing its assigned contract manager of its plan to seek bankruptcy protection within five days of such action by Grantee.

Section 1.03 Notice of Criminal Activity and Disciplinary Actions

- a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

Section 1.04 Grantee's Notification of Change of Contact Person or Key Personnel

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

Section 1.05 Disaster Services

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- a. Community evacuation;
- b. Health and medical assistance;
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;
- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. Worker health and safety;
- k. Mental health and substance abuse;
- l. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

Section 1.06 Consent by Non-Parent or Other State Law to Medical Care of a Minor

Unless a federal law applies, before a Grantee or its contractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

Section 1.07 Telemedicine/Telepsychiatry Medical Services

If Grantee or its Contractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment

standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

- a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
- b. Contraindication considerations for telemedicine use;
- c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g. Priority in scheduling the system for clinical care of individuals;
- h. Quality oversight and monitoring of satisfaction of the individuals served; and
- i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

Section 1.08 Services and Information for Persons with Limited English Proficiency

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

Section 1.09 Third Party Payors

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

- a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing

- approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
- b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
 - c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
 - d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
 - e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
 - f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and
 - g. Provide third party billing functions at no cost to the client.

Section 1.10 HIV/AIDS Model Workplace Guidelines

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome ("HIV/AIDS"), AIDS Model Workplace Guidelines for Businesses at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health and Safety Code §§ 85.112-114.

Section 1.11 Medical Records Retention

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

Section 1.12 Notice of a License Action

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

Section 1.13 Interim Extension Amendment

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 - 1. Continue provision of services in response to a disaster declared by the governor; or

2. To ensure that services are provided to clients without interruption.
- c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
- e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

Section 1.14 Electronic and Information Resources Accessibility and Security Standards

a. Applicability:

The following Electronic and Information Resources (“**EIR**”) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC’s clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

“Accessibility Standards” means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

“Electronic and Information Resources” means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

“Electronic and Information Resources Accessibility Standards” means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

“Product” means information resources technology that is, or is related to EIR.

“Web Site Accessibility Standards/ Specifications” means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:
 - i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
 - ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.
2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

Section 1.15 Child Abuse Reporting Requirement

- a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
- c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.SystemAgency.state.tx.us/childabusereporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

Section 1.16 Grantee's Certification of Meeting or Exceeding Tobacco-Free Workplace Policy Minimum Standards.

Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

- a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
- b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
- c) Applying to all employees and visitors in this designated area; and
- d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

Section 1.17 Contractor's Property Inventory Report.

Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency's Contractor's Property Inventory Report to the assigned DSHS Contract Manager and DSHS Contract Oversight and Support (email address: COSequip@dshs.texas.gov) by electronic mail no later than October 15 of each year. The Grantee's Property Inventory Report may be found at: <http://www.dshs.texas.gov/contracts/forms.shtm>.

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Attachment E

HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR).

ARTICLE 1.

PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information, 45 CFR 164.504(e)(1)-(3). This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.

DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. *45 CFR 164.502(b)(1); 45 CFR 164.514(d)*

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in *45 C.F.R. 160.103*) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. *45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101*

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. *45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)*

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2)(ii)(A)*

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. *45 CFR 164.502(d)(2)(i) and (ii)* CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. *45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002*

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. *45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).*

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of

Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.524 and 164.504(e)(2)(ii)(E).*

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F).*

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528.*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2).*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202.*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: *45 CFR 164.504(e)(4)(A).*

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B).**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. *45 CFR 164.306.*

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. *45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).*

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official *45 CFR 164.530(a)(1)* and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. *45 CFR 164.308(a)(2).*

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. *45 CFR 164.502; 164.514(d).*

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. *45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).*

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. *45 CFR 164.308; 164.514(d).*

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. *45 CFR 164.504(e)(2)(i)(I).*

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. *45 CFR 164.312; 164.530(d).*

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;

- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). ***45 CFR 164.404.***

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery; and for all other types of Confidential Information not more than 24 hours after Discovery; or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410.***

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: ***For (a) - (m) below: 45 CFR 164.400-414.***

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

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(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to

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expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

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ARTICLE 5. STATEMENT OF WORK

“Statement of Work” means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

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(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to IIHPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will

be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

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Attachment F

Non-Exclusive List of Applicable Laws

Grantee is responsible for reviewing and complying with any applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Grantee, Grantee shall comply with the following:

1. Statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:
 - a) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
 - b) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
 - c) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
 - d) Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
 - e) Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
 - f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
 - g) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
 - h) Tex. Labor Code Chapter 21;
 - i) Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
 - j) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
 - k) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
 - l) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
 - m) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
 - n) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
2. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law 113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;
3. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
4. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;
5. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;
6. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
7. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;

8. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;
9. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
10. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;
11. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
12. Environmental standards pursuant to the following:
 - a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;"
 - b) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;"
 - c) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
 - d) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg.
 - e) 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
 - f) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
 - g) Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
 - h) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
 - i) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
 - j) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
 - k) Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and
13. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
14. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part 1200 et seq.;
15. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§ 4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
16. Davis-Bacon Act, 40 USC §§ 3141-3148;
17. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
18. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
19. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;

20. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
21. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
22. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex.Gov. Code Chapter 554); and
23. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

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Attachment G

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

ATTACHEMENT H

FEDERAL ASSURANCES AND LOBBING FORM

[View Burden Statement](#)

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:





1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	
APPLICANT ORGANIZATION	DATE SUBMITTED
	

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input type="text"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

ATTACHMENT I CONTRACT AFFIRMATIONS

By entering into this Contract, Grantee affirms, without exception, as follows:

1. Grantee represents and warrants that these Contract Affirmations apply to Grantee and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
2. Grantee represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
3. Grantee understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Grantee represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Grantee agrees that the Contract can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.
5. Grantee shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.
6. Grantee accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Grantee agrees that all exceptions to the Solicitation as well as terms and conditions advanced by Grantee that differ in any manner from HHSC's terms and conditions, if any, are rejected unless expressly accepted by HHSC in writing.
7. Grantee agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
8. Grantee generally releases from liability and waives all claims against any party providing information about the Grantee at the request of HHSC.
9. Grantee has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special

- discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.
10. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Grantee certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
 11. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Grantee certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
 12. Under Section 231.006(d) of the Texas Family Code regarding child support, Grantee certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.
 13. Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Grantee's subcontracts, if any, if payment in whole or in part is from federal funds.
 14. Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.
 15. Grantee represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
 16. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
 17. Under Section 2155.0061 of the Texas Government Code, Grantee certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
 18. Grantee represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Grantee agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
20. Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
21. Grantee agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
22. Grantee agrees that upon request of HHSC, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.
23. Grantee expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Grantee represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - providing equivalent access for effective use by both visual and non-visual means;
 - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

24. If this Contract is for the purchase or lease of computer equipment, then Grantee certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
25. If this Contract is for the purchase or lease of covered television equipment, then Grantee certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

26. Grantee represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
27. Grantee acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Grantee may not accept employment from Grantee before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.
28. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Grantee certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Grantee has disclosed in any related Solicitation Response the following: (i) the nature of the previous employment with System Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation at the time of the employment was terminated.
29. Grantee represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related Solicitation and that Grantee's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
30. Grantee understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or Grantees who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Grantee agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
31. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Grantee has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Grantee has violated any federal antitrust law; and (c) neither I nor any representative of the Grantee has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Grantee.

32. Grantee represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Grantee or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Grantee's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. If Grantee is unable to make the preceding representation and warranty, then Grantee instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Grantee's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. In addition, Grantee acknowledges this is a continuing disclosure requirement. Grantee represents and warrants that Grantee shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.
33. Grantee certifies that for contracts for services, Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:
- (a) all persons employed by Grantee to perform duties within Texas; and
 - (b) all persons, including subcontractors, assigned by Grantee to perform work pursuant to this Contract within the United States of America.
34. If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, Grantee represents and warrants that neither Grantee nor any of Grantee's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.
35. Grantee represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Grantee will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.
36. If this Contract is for consulting services,
- (A). In accordance with Section 2254.033 of the Texas Government Code, a Grantee providing consulting services who has been employed by, or employs an individual who has been employed by, HHSC or another State of Texas agency at any time during the two years preceding the submission of Grantee's offer to provide services must disclose the following information in its offer to provide services. Grantee hereby certifies that this information was provided and remains true, correct, and complete:
 - (1) Name of individual(s) (Respondent or employee(s));

- (2) Status;
- (3) The nature of the previous employment with HHSC or the other State of Texas agency;
- (4) The date the employment was terminated and the reason for the termination; and
- (5) The annual rate of compensation for the employment at the time of its termination.

(B). If no information was provided in response to Section A above, Grantee certifies that neither Grantee nor any individual employed by Grantee was employed by HHSC or any other State of Texas agency at any time during the two years preceding the submission of Grantee's offer to provide services.

37. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

38. Grantee understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act: (i) performs an abortion procedure that is not reimbursable under the state's Medicaid program; (ii) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or (iii) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Grantee represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

39. Grantee understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Grantee certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code. If Grantee refuses to make that certification, Grantee shall state here any facts that make it exempt from the certification:

40. Grantee represents and warrants that if Grantee or Subcontractors, officers, or employees of Grantee have access to any state computer system or database, the Grantee, Subcontractors, officers, and employees of Grantee shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

41. Grantee understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Grantee is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
42. Grantee represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
43. Grantee represents and warrants that all statements and information prepared and submitted by Grantee in this Contract and any related Solicitation Response are current, complete, true, and accurate. Grantee acknowledges any false statement or material misrepresentation made by Grantee during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Grantee understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Grantee is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
44. Grantee represents and warrants that the individual signing this Contract is authorized to sign on behalf of Grantee and to bind the Grantee.

Authorized representative on behalf of Grantee must complete and sign the following:

Legal Name of Grantee: _____

**Signature of Authorized
 Representative**

Date Signed

**Printed Name and Title of
 Authorized Representative**

Phone Number

**Federal Employer Identification
 Number**

Fax Number

DUNS Number

Email Address

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Certificate Of Completion

Envelope Id: 0D95928E647C48E79F9861DFFA97BE70

Status: Sent

Subject: New \$53,512; HHS000686100019; Hays County Health Department; DSHS/CMS

Source Envelope:

Document Pages: 73

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Texas Health and Human Services Commission

AutoNav: Enabled

1100 W. 49th St.

Envelopeld Stamping: Enabled

Austin, TX 78756

Time Zone: (UTC-06:00) Central Time (US & Canada)

PCS_DocuSign@hhsc.state.tx.us

IP Address: 167.137.1.14

Record Tracking

Status: Original

Holder: Texas Health and Human Services

Location: DocuSign

11/1/2019 10:18:51 AM

Commission

PCS_DocuSign@hhsc.state.tx.us

Signer Events

Signature

Timestamp

Ruben Becerra

Sent: 11/1/2019 10:25:34 AM

judge.becerra@co.hays.tx.us

Hays County Judge

Hays County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Imelda Garcia

imelda.garcia@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Sarita Paton

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Sarita.paton@hhsc.state.tx.us

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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CMS Mailbox

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cmucontracts@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Samantha Lavoie samantha.lavoie@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/1/2019 10:48:15 AM
Efren Chavez efren.chavez@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/1/2019 10:25:34 AM Viewed: 11/1/2019 10:55:13 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/1/2019 10:48:15 AM
Payment Events	Status	Timestamps

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute the amended Interlocal Cooperative Agreement between the City of San Marcos, City of Kyle, City of Buda, and Hays County relating to the management and operation of the San Marcos Regional Animal Shelter.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

SHELL

SUMMARY

The original version of the Interlocal Agreement was approved by the Commissioners Court on or about October 29, 2019. This will be to approve the change (highlighted) in the backup.

The purpose of this Agreement is to define the rights and duties of the Parties as they work together in collaboration with community partners and animal advocate groups to care for, protect, and find quality homes for abandoned and neglected animals, aid in the reduction of animal overpopulation, and provide community education for the mutual benefit of animals and people in Hays County.

Attached: Amended ILA

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY
OF SAN MARCOS, CITY OF KYLE, CITY OF BUDA, AND HAYS
COUNTY RELATING TO THE MANAGEMENT AND OPERATION OF
THE SAN MARCOS REGIONAL ANIMAL SHELTER**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into to be effective on October 1, 2019 by and between the City of San Marcos (“City”), City of Kyle, City of Buda and Hays County (collectively referred to herein as the “Parties” or individually as the “Party”), all of which are political subdivisions of the State of Texas, regarding the regional partnership to manage and operate the San Marcos Regional Animal Shelter (“Shelter”) located at 750 River Road, San Marcos, Texas.

RECITALS:

1. Texas Government Code, Chapter 791, the Interlocal Cooperation Act (“Act”), provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties.
2. The establishment, management, and operation of the City of San Marcos Regional Animal Shelter is authorized by State law.
3. Each of the Parties have previously entered into separate interlocal cooperation agreements with the City of San Marcos for the provision of animal shelter services.
4. The Parties are mutually committed to having a shelter that is highly successful at saving the lives of homeless and abandoned animals by increasing the number of live outcomes at the Shelter and are currently working together on an Implementation Plan to that end.
5. The Parties acknowledge that the Act requires that payments under an interlocal agreement must be in an amount that fairly compensates the performing party for the services or functions performed under the Agreement.
6. The Parties have been working together over the past several months in collaboration with community partners and animal advocate groups to support the mission of the Shelter, which is to care for, protect, and find quality homes for abandoned and neglected animals, aid in the reduction of animal overpopulation, and provide community education for the mutual benefit of animals and people.

Based on the aforementioned recitals and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to define the rights and duties of the Parties as they work together in collaboration with community partners and animal advocate groups to care for, protect, and find quality homes for abandoned and neglected animals, aid in the reduction of animal overpopulation, and provide community education for the mutual benefit of animals and people in Hays County. This Agreement reflects the commitment of the Parties to work together and cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement.

SECTION 2. SCOPE OF SERVICES

2.1 City of San Marcos' Rights and Duties.

2.1.1. The City will oversee and be responsible for the daily operations of the Shelter.

2.1.2. Designate the Director of Neighborhood Enhancement as the City's representative in all matters related to this Agreement.

2.1.3. The City is responsible for ensuring that all Shelter activities related to the sheltering and care of animals delivered to the Shelter are conducted in accordance with all applicable statutory requirements including all legal requirements relating to maintaining the Shelter as a State-approved rabies quarantine facility.

2.1.4. The City will maintain all necessary records and reports of Shelter activity as required by State law.

2.1.5. The City will hold all stray animals for the prescribed hold period. If an animal is not reclaimed by the owner at the expiration of the hold period, it becomes the property of the City of San Marcos.

2.1.6. The City will vaccinate and microchip every live animal upon intake as applicable.

2.1.7. The City will appoint designated staff representatives from each of the Parties to the San Marcos Animal Shelter Advisory Committee.

2.1.8. The City will provide access to its shelter management software to the Parties.

2.1.9. The City shall provide a copy of the current Shelter's Standard Operating Procedures and Policies ("Policies") to each of the Parties.

2.2 City of Kyle, City of Buda and Hays County's Rights and Duties.

2.2.1 The Parties have the right to deliver non-livestock animals to the Shelter. If a City Intake Animal Control Officer is not available, or if the Shelter is closed, the delivering party must complete the intake process in accordance with standard operating procedures in effect. When a City Intake Animal Control Officer is available, there may be instances when it will be necessary for the Animal Control Officer delivering the animal to assist with the intake.

2.2.2. Appoint a staff representative to the City of San Marcos Animal Shelter Advisory Committee to be approved by the City of San Marcos City Council.

2.2.3. Designate a representative to represent the Party with regard to all matters related to this Agreement.

2.2.4 The Parties agree to fully comply with the policies and guidelines of the Shelter that now exist or as they may be amended, as well as any State law or agency rules governing the treatment of animals. Any noncompliance with the Shelter's Standard Operating Procedures and Policies may result in termination of this Agreement. The obligation to abide by the policies and guidelines of the Shelter are limited to the Shelter operation and shall not extend to limit or control any animal control regulations applicable to any of the various jurisdictions participating in this agreement.

2.2.5. The Parties agree to pay the City their percentage of costs reflected in Exhibit A to operate the Shelter upon adoption of their fiscal year budget.

2.3 Ordinances. The Parties agree to cooperate in an effort to make each Party's respective animal ordinance as consistent as possible. The City is currently working on an update to its animal ordinance and will seek input from the Parties regarding any proposed changes.

2.4 Parties' Rights Preserved. Nothing in this Agreement shall divest, diminish or affect the Parties' authority to issue notices of violations and court citations for alleged violations of specific ordinances of the respective Parties.

SECTION 3. TERM

3.1 Term. The term of this Agreement shall be five years commencing on October 1, 2019 extending to September 30, 2024 with the City providing an annual projection of costs to each of the Parties before the adoption of their annual budgets. The term of this Agreement will automatically renew for an additional five-year term through 2029 if the Parties do not reach agreement on a revised Agreement on or before September 30, 2024.

3.2 Termination. Any Party may terminate this Agreement for convenience and without cause by providing the Parties ninety (90) days written notice prior to the end of the Fiscal Year of the Party's intent not to participate in the Agreement in the upcoming Fiscal Year.

SECTION 4. COSTS

4.1 Cost Sharing Methodology. As shown in Exhibit A, the cost for the first year of this Agreement was derived from the following: operations, capital outlay, facilities, debt service, and revenue credit. The cost allocation, or percentage charged to each party, was derived from the most recent four-year intake average by Party. In each subsequent year of this Agreement, the cost allocation and total cost will be calculated using the same methodology, except that expenses above the prior year invoice will be included. The City will provide the Parties a projected cost of services for each Fiscal Year as early as possible, and no later than 120 days before the beginning of such Fiscal Year in order to allow the Parties' governing bodies to include the costs of Shelter services in their respective budgets.

4.2 Appropriations Required. The Parties acknowledge that funding under this Agreement will be made from current revenues available to the Parties for each fiscal year. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. None of the Parties can guarantee the availability of funds, and each of the Parties enter into this Agreement only to the extent such funds are made available. None of the Parties will have recourse against any other Party for its failure to appropriate funds for the purposes of this Agreement in any fiscal year. It is agreed that each Party has appropriated the necessary funds for this Agreement in Fiscal Year 2019-2020.

4.3 Unforeseen Costs. In the event of unforeseen circumstances that have a significant financial impact on the operation of the Shelter, the Parties agree to equally share in the costs attributed to the increased costs with the City unless it is an identifiable cost associated with a specific Party, in which case the responsible Party alone will share in financial responsibility with the City. Examples of unforeseen costs may be large animal cruelty seizure cases, natural disasters or breakouts of disease affecting animals.

SECTION 5. DEFENSE PROVISION

The Parties agree to be obligated to defend and hold-harmless one another and their respective employees, agents, officers and servants from and against any and all lawsuits, claims, demands and causes of action of any kind arising from any act, error or omission by the respective Party's employees, agents, officers and servants with respect to the pick-up and delivery of animals to the Shelter or with respect to the care and disposition of any animal delivered by any respective Party to the Shelter or in the performance of any Shelter related activity. Any party receiving a lawsuit, claim, demand or cause of action subject to this provision of this Agreement shall provide each Party a copy of the lawsuit, claim, demand or cause of action and shall deliver it to the Texas Municipal League Intergovernmental Risk Pool and the Texas Association of Counties **Risk**

Management Pool (in the case of the claim involving Hays County) for defense and for the coordination of cooperative self-insurance benefits seeking the defense for all respective Parties. All defending Parties shall enter into a Joint Defense Agreement to defend any and all claims. In the event of a lawsuit, claim, demand or cause of action, raised it is determined not to be a covered claim by the respective Risk Pool or Risk Management Pool, the Party or Parties' whose employees, agents, officers and servants allegedly committed the act or omission that brought rise to the lawsuit, claim, demand or cause of action, shall reimburse all expenses, including, but not limited to, any deductibles paid to any Risk Pool or Risk Management Pool, and any other expenses paid by any other defending Party for attorney's fees, expert fees, administrative costs, costs of court and any damages awarded and paid by any defending Party to the agreement. Such payments are due on an annual basis at the end of each Fiscal Year the matter is pending and shall continue to be due on an annual basis until paid in full after the matter disposed of by final judgment or prejudicial dismissal. This provision survives termination of the Agreement if a claim is pending at the time of termination.

SECTION 6. MISCELLANEOUS PROVISIONS

6.1 Successor Rights. The rights and duties of the Parties defined in this Agreement shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties.

6.2 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. None of the Parties may assign this Agreement without the written consent of the other Parties.

6.3 Interpretation. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Act. All terms and conditions are to be construed and interpreted consistently with the Act.

6.4 Invalid Provision. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful and will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

6.5 Applicable Law. This Agreement is governed by the laws of the State of Texas; exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

6.6 Public Information Act. The Parties are legally required to comply with the Texas Public Information Act, Chapter 522 of the Texas Government Code. This Agreement and all written information and reports generated under this Agreement may be subject to release under the Texas Public Information Act. The Parties will cooperate in responding to any request for information

relating to the Shelter. The City will submit a request for a ruling to the Texas Attorney General if any information is requested that must be withheld pursuant to State or Federal law.

6.7 Governmental Body Approval. Each of the Parties have presented this Agreement for approval to their respective governing bodies as required by the Act and evidenced by the authorized signatures below.

6.8 Retention of Defenses. The Parties agree that, neither this Agreement nor the performance thereunder shall affect, impair nor limit their respective immunities and limitations of liability to the claims of third parties, including third-party claims related to the animal control and animal shelter services provided by the City hereunder. Notwithstanding each Party's acknowledgement that this Agreement is duly authorized, validly existing and binding on all Parties hereto, the Parties agree that no Party has waived its sovereign immunity to the claims of third parties by entering into and performing its obligations under this Agreement.

Executed by the duly authorized representatives of the Parties.

CITY OF SAN MARCOS

By: _____
Bert Lumbreras, City Manager

Date: _____

(separate signature pages for ease of execution)

CITY OF KYLE

By: _____
Scott Sellers, City Manager

Date: _____

CITY OF BUDA

By: _____
City Manager
Kenneth Williams

Date: _____

HAYS COUNTY

By: _____

County Judge
Ruben Becerra

Date: _____

City of San Marcos | Animal Services

FINANCIAL SUMMARY

Reference	Description	FY2019 Forecast	FY2020 Budget
1	Animal Shelter Operations	\$1,087,316	\$1,374,609
2	Capital Outlay	\$22,000	\$103,000
3	Facilities	\$55,337	\$58,104
4	Debt Service	\$9,138	\$9,138
5	Revenue Credit	-\$94,201	-\$40,907
6	Total Cost of Animal Shelter	\$1,079,590	\$1,503,944

Reference	Description	FY2019 Forecast	FY2020 Budget	Comments
	Budget	\$1,018,376	\$1,124,029	
	Allocation of Animal Control Personnel			
	FY19 Base assumption	\$37,720	\$37,720	
	7% Personnel cost increase		\$2,640	
	Sub Total Allocation of Animal Control Personnel	\$37,720	\$40,360	
	Utilities	\$31,220	\$31,220	3 year average
	Budgeted Additions			
	Medical Supplies		\$48,000	Budget requests at full funding amount (not full requested amount)
	Veterinary Services		\$22,000	
	Temp staff - support basic caretaking operations		\$15,000	
	Adoption Counselor		\$42,000	
	Shelter Technician		\$42,000	
	Volunteer/Foster Program Materials/supplies/incentives		\$10,000	
	Sub Total Budget Additions	\$0	\$179,000	
1	Animal Shelter Operations	\$1,087,316	\$1,374,609	
	Capital Outlay			
	Kennels	\$22,000		
	Washers/Dryers Replacement		\$25,000	
	Vet Suite Cabinets/Equipment		\$20,000	
	Strip/Paint Kennel Walls		\$20,000	
	Repair Kennel Flooring		\$38,000	
2	Total Capital Outlay	\$22,000	\$103,000	
	Facilities			
	FY18 Actual	\$50,306		
	FY19 Forecast (ending balance)		\$55,337	
	Yr over Yr increase 10% (FY19), 5% (FY20)	\$5,031	\$2,767	
3	Total Facilities	\$55,337	\$58,104	
4	Debt Service	\$9,138	\$9,138	2018 debt issuance for roof repairs and freezer repairs (\$137K original amount)
5	Revenue Credit	-\$94,201	-\$40,907	
6	Total Cost of Animal Shelter	\$1,079,590	\$1,503,944	

Animal Shelter

Financial Summary

Description	FY2019 Forecast	FY2020 Budget
Animal Shelter Operations	\$1,087,316	\$1,374,609
Capital Outlay	\$22,000	\$103,000
Facilities	\$55,337	\$58,104
Debt Service	\$9,138	\$9,138
Revenue Credit	-\$94,201	-\$40,907
Total Cost of Animal Shelter	\$1,079,590	\$1,503,944

Animal Shelter Regional Partners



Allocation based on Historical In-take

Fiscal Year	In-take	Hays	Kyle	Buda	San Marcos
FY 15	5,579	1,814	941	260	2,564
FY 16	6,255	1,886	1,051	235	3,083
FY 17	5,896	1,911	1,078	226	2,681
FY 18	5,080	1,634	821	108	2,517
AVERAGE IN-TAKE	5,703	1,811	973	207	2,711

Fiscal Year	Allocation	Hays	Kyle	Buda	San Marcos
FY 15		33%	17%	5%	46%
FY 16		30%	17%	4%	49%
FY 17		32%	18%	4%	45%
FY 18		32%	16%	2%	50%
AVERAGE ALLOCATION		32%	17%	4%	48%

Animal Shelter Regional Partners



Historical Cost Distribution based on Invoice

Fiscal Year	Cost Estimate	Hays	Kyle	Buda	San Marcos
FY 17	\$842,492	\$141,462	\$71,468	\$23,373	\$606,189
FY 18	\$923,993	\$141,462	\$71,468	\$23,373	\$687,690
FY 19	\$1,088,794	\$259,596	\$141,881	\$37,463	\$649,854
FY19 Cost Allocation		24%	13%	3%	60%

Description	Hays	Kyle	Buda	San Marcos
FY20 Allocation based on In-take	32%	17%	4%	48%
FY20 Cost Allocation base on \$1,503,944	\$477,688	\$256,547	\$54,659	\$715,049
Funding above FY19 Invoice	\$218,092	\$114,666	\$17,196	\$65,195

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 and execute the Sheriff's Office Equitable Sharing and Agreement Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CUTLER

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX1050000
Agency Name: Hays County Sheriff's Office
Mailing Address: 1307 Uhland Road
San Marcos, TX 78666

Type: Sheriff's Office

Agency Finance Contact

Name: Faulkner, Yvette

Phone: 512-393-7890

Email: yvette.faulkner@co.hays.tx.us

Jurisdiction Finance Contact

Name: Villarreal-Alonzo, Marisol

Phone: 512-393-2283

Email: marisol.alonzo@co.hays.tx.us

ESAC Preparer

Name: Faulkner, Yvette

Phone: 512-393-7890

Email: yvette.faulkner@co.hays.tx.us

FY End Date: 09/30/2019

Agency FY 2020 Budget: \$43,512,828.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$99,197.84	\$16,007.43
2	Equitable Sharing Funds Received	\$7,119.45	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$1,642.28	\$390.66
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$107,959.57	\$16,398.09
7	Equitable Sharing Funds Spent (total of lines a - n)	\$47,508.64	\$11,424.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$60,450.93	\$4,974.09

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$5,175.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$38,919.71	\$11,424.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$1,862.23	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$1,551.70	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$47,508.64	\$11,424.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Michael Del Toro, CPA**Company:** ABIP, PC**Phone:** 210-341-2581**Email:** mdeltoro@abipcpa.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☒ NO ☐

Prior year Single Audit Number Assigned by Harvester Database: 799424

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Cutler, Gary

Title: Sheriff

Email: gary.cutler@co.hays.tx.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Becerra, Ruben

Title: County Judge

Email: judge.becerra@co.hays.tx.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

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

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Permit #:	Road Name:	Utility Company:
1173	Beacon Hill Road	Zayo Group/Plummer (fiber optic)
1174	Yarrington Road	Maxwell Water Supply
1175	Yarrington Road	Maxwell Water Supply
1176	Dacy Lane	The NRP Group (wastewater)

HAYS COUNTY TRANSPORTATION DEPARTMENT



UTILITY PERMIT APPROVAL LETTER

***Notification must be given IN WRITING at least 48 hours before work begins, and proper traffic control must be implemented throughout the work zone.
Contact Tim Vande Vorde (512)-738-0747 and Tyler Pendergrass (512)-395-7286
Prior to Work**

Approval of Utility **Permit # 1173**

Application Date: November 8, 2019

Commissioner Court Approval Date: November 19, 2019

Utility Company Info:

- Name: Zayo Group/Plummer
- Address: 6300 La Calma Dr., Suite 400 Austin, Tx. 78752
- Phone: (512) 643-0838
- Contact: Daniel King
-

Engineer/Contractor Info:

- Name: Zayo Group/Plummer
- Address: 6300 La Calma Dr., Suite 400 Austin, Tx. 78752
- Phone: (512) 643-0838
- Contact: Daniel King

Type of Utility Service: Fiber Optic

Road Name(s): Beacon Hill Road

Subdivision:

Pct. #: 2

Proposes to Bore and open trench on Beacon Hill Road for Approx. 816ft. they will open trench in the right of way and then bore under Beacon Hill Road to install HDPE conduit for Fiber Optic Cable.



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: 11/8/19

Formal notice is hereby given that:

Utility Company ZAYO Group proposes to place a Fiber Optic line within County Right-of-Way of Hays with contractor TBD as follows:

(give location, length, general design, etc.)

Placing HDPE conduit for Fiber Optic Cable along Beacon Hill Rd for 816' using bore and trench methods. The rest of the project takes place on TxDOT row and consists of attaching to existing Aerial poles.

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

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

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

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

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

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

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

Applicant agrees to notify HCRD prior to commencement of any routine 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 25 day of November, 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 Plummer

Title Project Manager

By (Print) Daniel King

Address 6300 La Calma Dr, Suite 400

Signature Daniel King

Austin, Tx 78752

Phone 512-643-0838

Approved by Hays County Transportation Department

Signature

Title

Date

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
6. TYPICAL TRACER WIRE DETAILS AND QUANTITIES
- PLAN AND PROFILE**
7. AERIAL UTILITY PLAN
8. AERIAL UTILITY PLAN
9. AERIAL UTILITY PLAN
10. BORE PLAN AND PROFILE, STA 0+00 TO 8+17
- TRAFFIC CONTROL PLAN AND DETAILS**
11. TRAFFIC CONTROL DETAILS



ZAYO AU01412B - BEACON HILL RD BURIED IMPROVEMENTS

PROJECT INFORMATION:

OWNER:
TOBY GARBER
ZAYO
7218 MCNEIL DRIVE SUITE 300
AUSTIN, TX 78729

CONTACT:
SHANNON SULLIVAN, P.E.
ALAN PLUMMER ASSOCIATES, INC.
6300 LA CALMA DRIVE, SUITE 400
AUSTIN, TX 78752

SUBMITTAL PREPARED BY:



6300 LA CALMA, SUITE 400
AUSTIN, TEXAS 78752
(512) 452-5905
TDP: FIRM REGISTRATION NO. 13

CONTACT:
MRS. SHANNON SULLIVAN, P.E.
PHONE:
(512) 452-5905

SUBMITTED FOR APPROVAL BY:

ENGINEER OF RECORD 10/3/2019
DATE





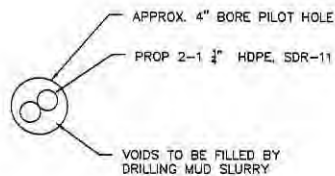
NOTES:
GENERAL PERMIT PROGRAM APPROVAL DOES NOT CONSTITUTE UTILITY ALIGNMENT/ASSIGNMENT APPROVAL.
RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

GENERAL NOTES:

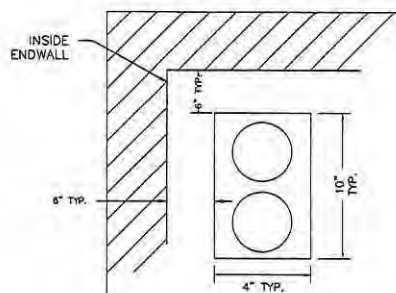
1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES 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. THE CONTRACTOR IS TO POTHOLE ALL UTILITY CROSSINGS IN THE BORE PATH PRIOR TO CONSTRUCTION.
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 5-FOOT RADIUS.
24. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1362 "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 FIBER OPTIC MARKERS, CONSISTING OF POSTS WITH SIGNS AT THE FOLLOWING LOCATIONS:
 - * WHENEVER THE LAST MARKERS CANNOT BE SEEN (LINE OF SIGHT).
 - * WHENEVER A CHANGE IN THE RUNNING LINE OCCURS.
 - * AT EVERY SPLICE LOCATION.
 - * AT EVERY MANHOLE/HANDHOLE.
 - * EACH SIDE OF EACH BRIDGE ATTACHMENT.
26. CONTRACTOR TO ENCASE ALL 90° HORIZONTAL BENDS.
27. ALL PROPOSED TELECOM FACILITIES 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 PREPARATIONS 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.

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 SHANNON R. SULLIVAN
 TEXAS P.E. NO. 131219
 DATE: 10/3/2019

 ALAN PLUMMER ASSOCIATES, INC. ENVIRONMENTAL ENGINEERS AND SCIENTISTS		
		
ZAYO AU01412B - 135 BEACON HILL RD GENERAL NOTES		
DATE: 10/3/2019	SHEET: 2	SCALE: N.T.S.
DESIGNED: APAI	CHECKED: RV, TH, DL	
DRAWN: APAI	APPROVED: NR	



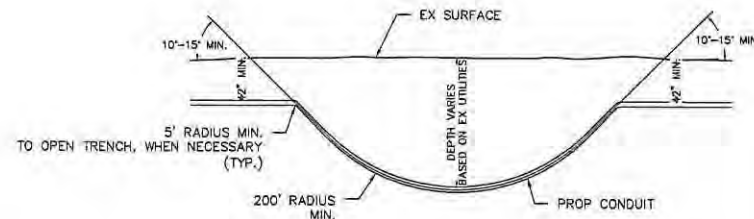
BORE W/ (2) 1 1/4 HDPE CONDUIT
N.T.S.



MANHOLE CORE DETAIL
N.T.S.

MANHOLE GENERAL NOTES

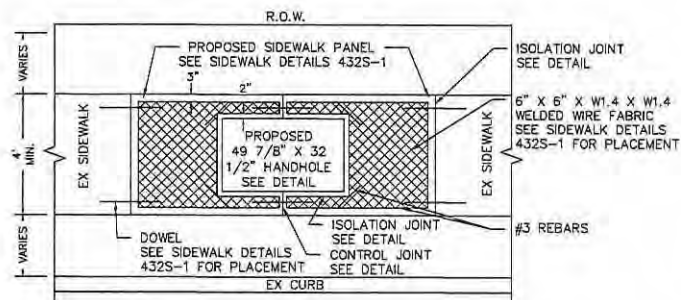
1. OPENING TO BE SEALED WATER TIGHT USING LINK SEALS AND/OR HYDRAULIC CEMENT.
2. CONTRACTOR TO MINIMIZE DISTURBANCE TO EXISTING MANHOLE STEEL STRUCTURE



TYPICAL PROPOSED BORE PROFILE
N.T.S.

BORE GENERAL NOTES

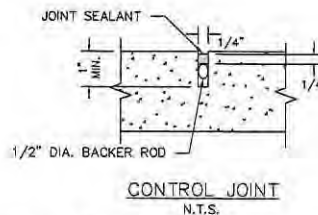
1. CONTRACTOR SHALL LIMIT BORE STAGING AREAS TO 10'X20' AND 10'X10' FOR RECEIVING AREAS. CONTRACTOR SHALL MINIMIZE DISTURBANCE IN THESE AREAS
2. REFER TO PLAN AND PROFILE SHEETS FOR BORE PIT LOCATIONS



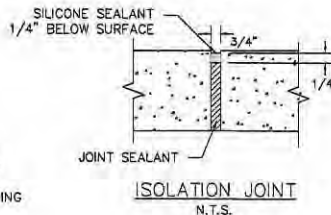
SIDEWALK RECONSTRUCTION FOR PROPOSED HANDHOLE
N.T.S.

GENERAL NOTES

1. CONTRACTOR SHALL CONSTRUCT THE SIDEWALK TO CONFORM TO THE ADA REQUIREMENTS. CROSS SLOPE SHALL NOT EXCEED 2% AND LONGITUDINAL SLOPE CAN MATCH THE RUNNING SLOPE OF THE STREET. DEPENDING ON THE CONDITION AND CROSS SLOPE OF THE EXISTING SIDEWALK, ADDITIONAL ABUTTING SIDEWALK PANELS SHALL BE REPLACED AND ACT AS A TRANSITION FROM NON-CONFORMING EXISTING SIDEWALK TO THE REPLACED CONFORMING SIDEWALK, NOT TO EXCEED 1 PANEL IN EACH DIRECTION
2. THE SURFACE OF THE HANDHOLE LID SHALL BE OF SLIP RESISTANT MATERIAL, PER PROPOSED HANDHOLE DETAIL
3. JOINT SEALING COMPOUND SHALL BE CRAFCO ROADSAVER 221, DOW CORNING 88 OR SIMILAR PRODUCT APPROVED BY THE ENGINEER
4. THE CONTROL JOINT SHALL BE SAWED



CONTROL JOINT
N.T.S.



ISOLATION JOINT
N.T.S.

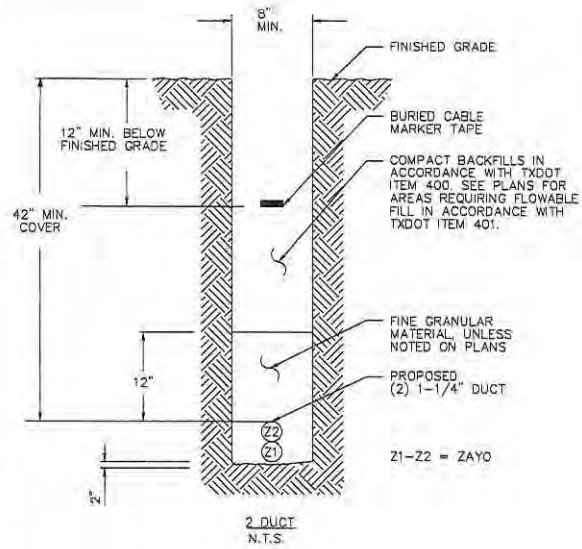
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SHANNON R. SULLIVAN
TEXAS P.E. NO. 131219
DATE: 10/3/2019


ALAN PLUMMER ASSOCIATES, INC.
ENVIRONMENTAL ENGINEERS AND SCIENTISTS

zayo GROUP

ZAYO
AU01412B - 135 BEACON HILL RD.
TYPICAL DETAILS

DATE: 10/3/2019	SHEET: 3	SCALE: N.T.S.
DESIGNED: APAI	CHECKED: RV, TH, DL	
DRAWN: APAI	APPROVED: NR	

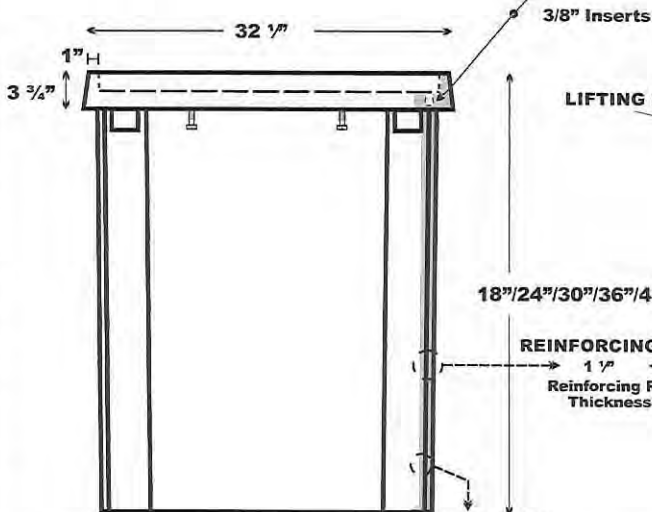
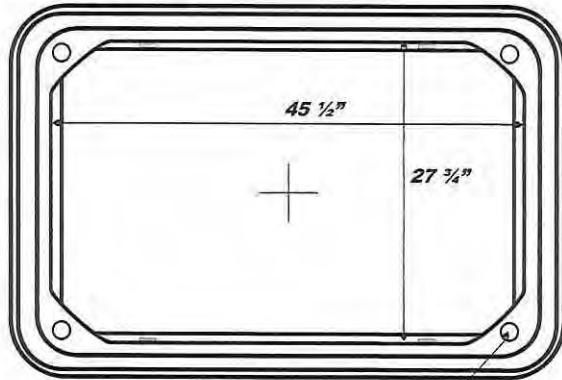


 ALAN PLUMMER ASSOCIATES, INC. ENVIRONMENTAL ENGINEERS AND SCIENTISTS		
zayo GROUP		
ZAYO AU01412B - 135 BEACON HILL RD TRENCH DETAILS		
DATE: 10/3/2019	SHEET: 4	SCALE: N.T.S.
DESIGNED: AP/1	CHECKED: RV, TH, DL	
DRAWN: AP/1	APPROVED: NR	

3048 Polymer Concrete Series / Tier 15 & 22

UL Listed Product

TOP VIEW



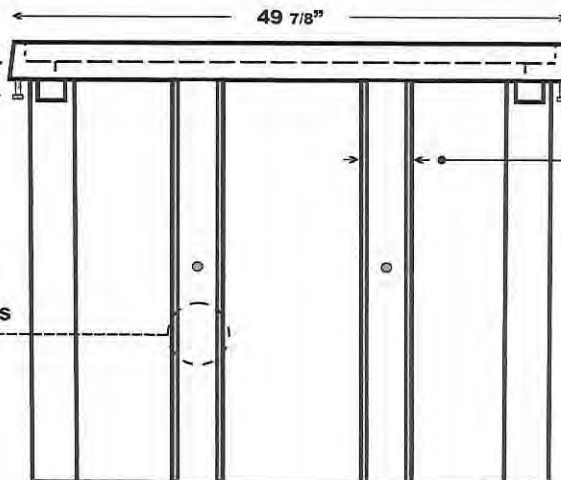
END VIEW

Cut-Away View
Interior Wall
Yellow Represents
10 oz Mat - built into
the interior and
exterior wall

18"/24"/30"/36"/48"
REINFORCING RIBS
1 1/8"
Reinforcing Rib
Thickness

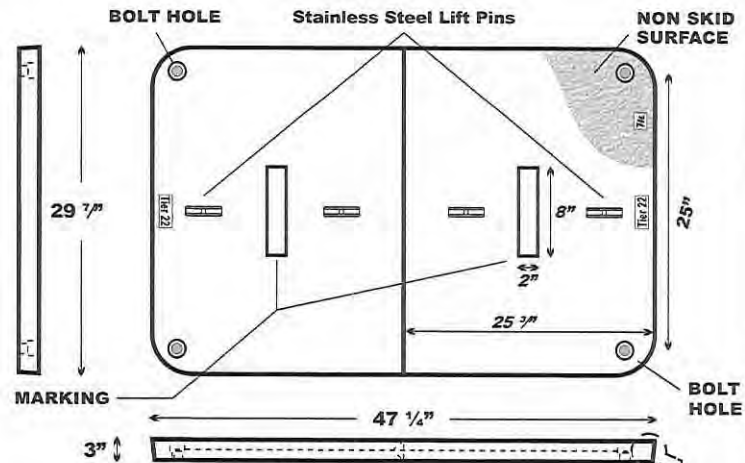
22/32"
Typical
Wall Thickness
Exterior Wall
Pc05 Mix

LIFTING BOLT



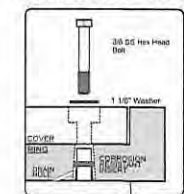
SIDE VIEW

COVER VIEW



Cut-Away View
Pc05 Mix
3208 Combo Mat (in Red)
24 Oz (in Blue)

Hardware Detail



Part No. 3048 Polymer Concrete Series

Body: Polymer Concrete **Cover: Polymer Concrete**

Weight 430-725 lbs. **Tolerance** +/- 1/8" **ANSI/SCTE 77 2013**

October 21, 2014 **File** 3048 PC Series **Tier 15/22 Rated**

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Martin Enterprises
"Your Underground Enclosure Experts"
UL Listed Product File# E351227
ISO 9001:2008 Registered Firm
QuEST Forum / TL9000 Registered

UL
FM
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UL

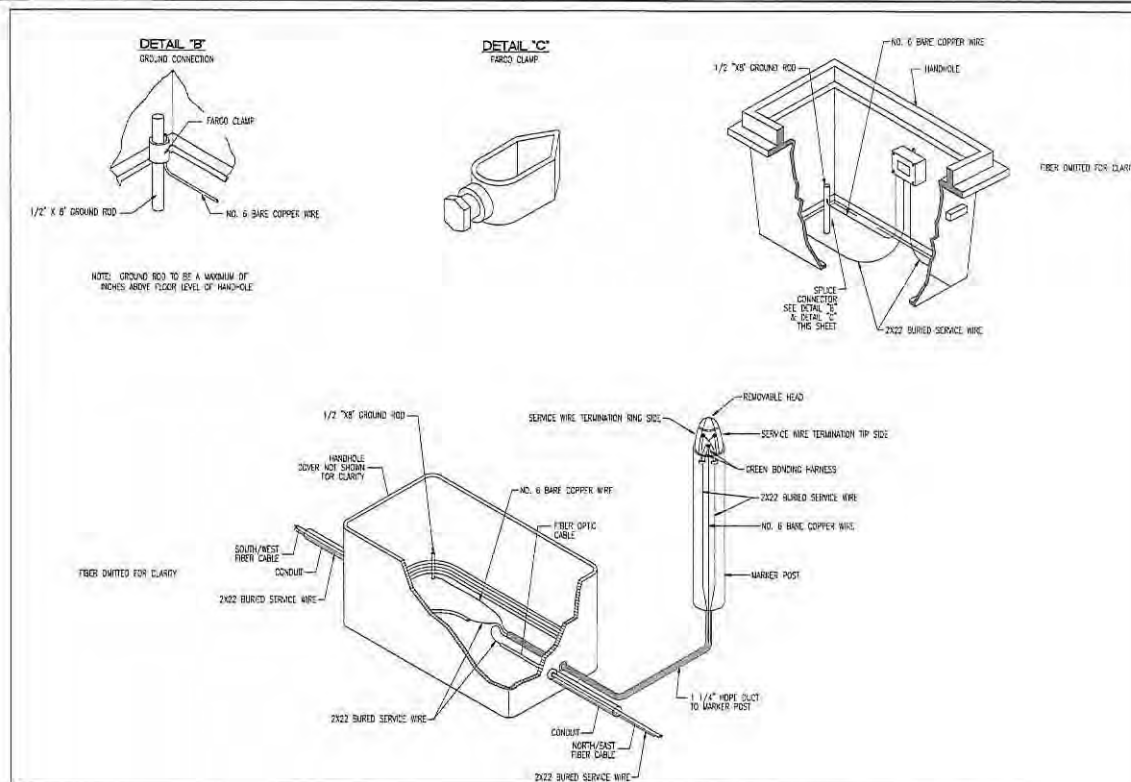
www.martinfep.com

ALAN PLUMMER ASSOCIATES, INC.
ENVIRONMENTAL ENGINEERS AND SCIENTISTS

zayo GROUP

ZAYO
AU01412B - 135 BEACON HILL RD
PROPOSED HANDHOLE DETAILS


DATE: 10/3/2019	SHEET: 5	SCALE: N.T.S.
DESIGNED: APAI	CHECKED: RV, TH, DL	
DRAWN: APAI	APPROVED: NR	

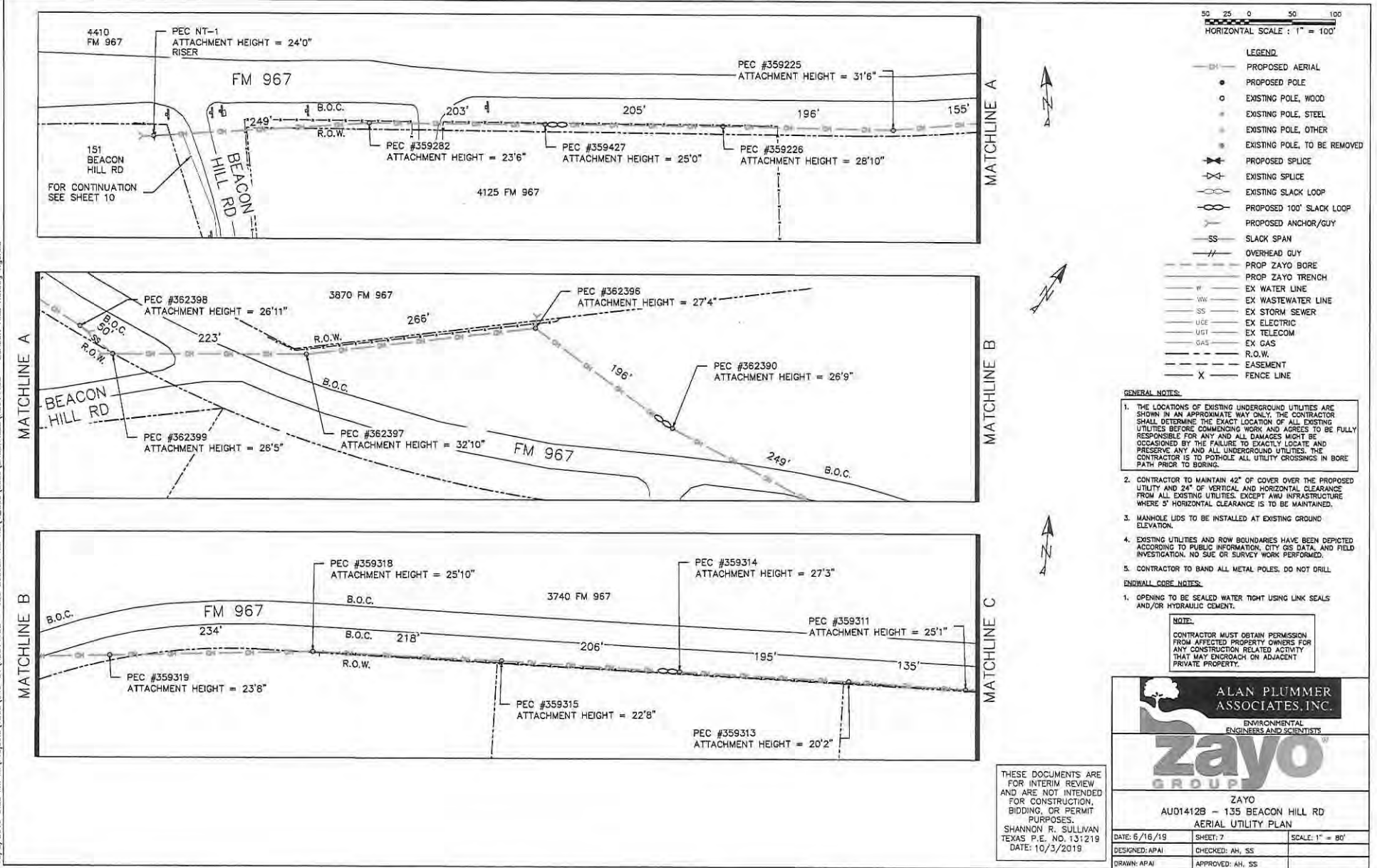


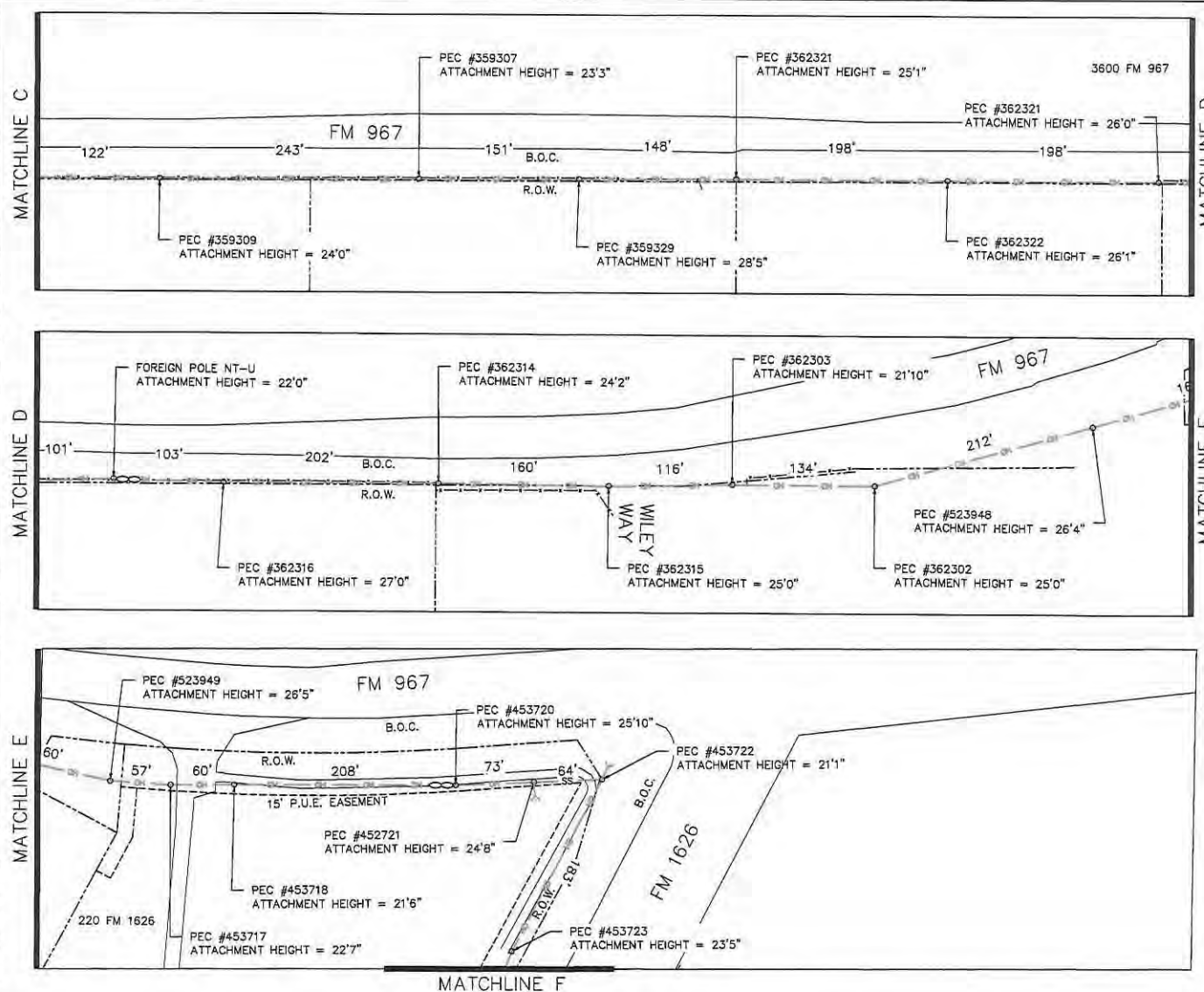
TYPICAL TRACER WIRE DETAIL
N.T.S.

MATERIAL TOTAL

- NOTE:
- AERIAL FOC IS CALCULATED BY ADDING THE AERIAL STRAND, 100' AERIAL SLACK LOOPS, AND 25' RISER LENGTHS.
 - BURIED FOC IS CALCULATED BY ADDING ALL BORE/TRENCH FOOTAGES, 50' PER ZAYO HH, AND 50' FOR ANY OTHER HH/MH TIE IN.
 - TOTAL 1.25" HDPE CALCULATED BY ADDING 2 X "BORE 2-1.25" HDPE", 3 X "BORE 3-1.25" HDPE", AND 2 X "TRENCH 2-1.25" HDPE"
 - * ZAYO HH 36"X60" LOCATION TO BE DETERMINED BY ZAYO.

 ALAN PLUMMER ASSOCIATES, INC. ENVIRONMENTAL ENGINEERS AND SCIENTISTS		
zayo GROUP		
ZAYO AUD1412B - 135 BEACON HILL RD. TYPICAL TRACER WIRE DETAIL & QUANTITIES		
DATE: 10/3/2019	SHEET: 6	SCALE: N.T.S.
DESIGNED: APAI	CHECKED: RV, TH, DL	
DRAWN: APAI	APPROVED: NR	





50 25 0 50 100
HORIZONTAL SCALE : 1" = 100'

LEGEND

- PROPOSED AERIAL
- PROPOSED POLE
- EXISTING POLE, WOOD
- EXISTING POLE, STEEL
- EXISTING POLE, OTHER
- EXISTING POLE, TO BE REMOVED
- PROPOSED SPLICE
- EXISTING SPLICE
- EXISTING SLACK LOOP
- PROPOSED 100' SLACK LOOP
- PROPOSED ANCHOR/GUY
- SLACK SPAN
- OVERHEAD GUY
- PROP ZAYO BORE
- PROP ZAYO TRENCH
- EX WATER LINE
- EX WASTEWATER LINE
- EX STORM SEWER
- EX ELECTRIC
- EX TELECOM
- EX GAS
- R.O.W.
- EASEMENT

GENERAL NOTES:

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN 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. THE CONTRACTOR IS TO POT-HOLE ALL UTILITY CROSSINGS IN BORE PATH PRIOR TO BORING.
- CONTRACTOR TO MAINTAIN 42" OF COVER OVER THE PROPOSED UTILITY AND 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES, EXCEPT AMU INFRASTRUCTURE WHERE 9" HORIZONTAL CLEARANCE IS TO BE MAINTAINED.
- MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
- EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.
- CONTRACTOR TO BAND ALL METAL POLES. DO NOT DRILL.

ENDWALL CORE NOTES:

- OPENING TO BE SEALED WATER TIGHT USING LINK SEALS AND/OR HYDRAULIC CEMENT.

NOTE:

CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNERS FOR ANY CONSTRUCTION RELATED ACTIVITY THAT MAY ENCRDACH ON ADJACENT PRIVATE PROPERTY.

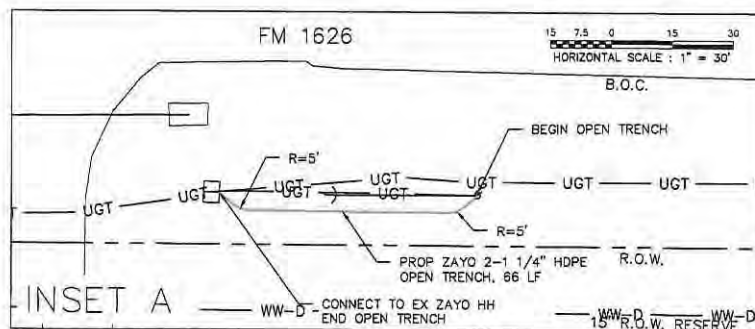
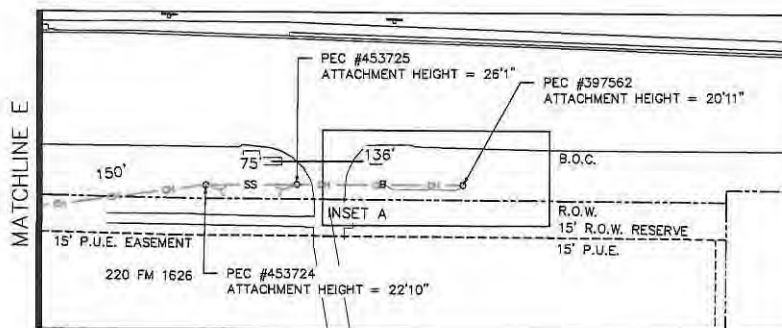
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SHANNON R. SULLIVAN
TEXAS P.E. NO. 131219
DATE: 10/3/2019

ALAN PLUMMER ASSOCIATES, INC.
ENVIRONMENTAL ENGINEERS AND SCIENTISTS

zayo GROUP

ZAYO
A01412B - 135 BEACON HILL RD
AERIAL UTILITY PLAN

DATE: 6/16/19	SHEET: 8	SCALE: 1" = 80'
DESIGNED: APAT	CHECKED: AH, SS	
DRAWN: APAT	APPROVED: AH, SS	



50 25 0 50 100
HORIZONTAL SCALE : 1" = 100'

LEGEND

- OH — PROPOSED AERIAL
- PROPOSED POLE
- EXISTING POLE, WOOD
- EXISTING POLE, STEEL
- EXISTING POLE, OTHER
- EXISTING POLE, TO BE REMOVED
- X—X— PROPOSED SPLICE
- X—X— EXISTING SPLICE
- X—X— EXISTING SLACK LOOP
- X—X— PROPOSED 100' SLACK LOOP
- SS— PROPOSED ANCHOR/GUY
- SS— SLACK SPAN
- SS— OVERHEAD GUY
- SS— PROP ZAYO BORE
- SS— PROP ZAYO TRENCH
- W— EX WATER LINE
- WW— EX WASTEWATER LINE
- SS— EX STORM SEWER
- UGT— EX ELECTRIC
- UGT— EX TELECOM
- GAS— EX GAS
- R.O.W.— R.O.W.
- EASEMENT— EASEMENT

GENERAL NOTES:

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- CONTRACTOR TO MAINTAIN 42" OF COVER OVER THE PROPOSED UTILITY AND 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES, EXCEPT ANU INFRASTRUCTURE WHERE 5' HORIZONTAL CLEARANCE IS TO BE MAINTAINED.
- MANHOLE UDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
- EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.
- CONTRACTOR TO BAND ALL METAL POLES. DO NOT DRILL.

ENDWALL CORE NOTES:

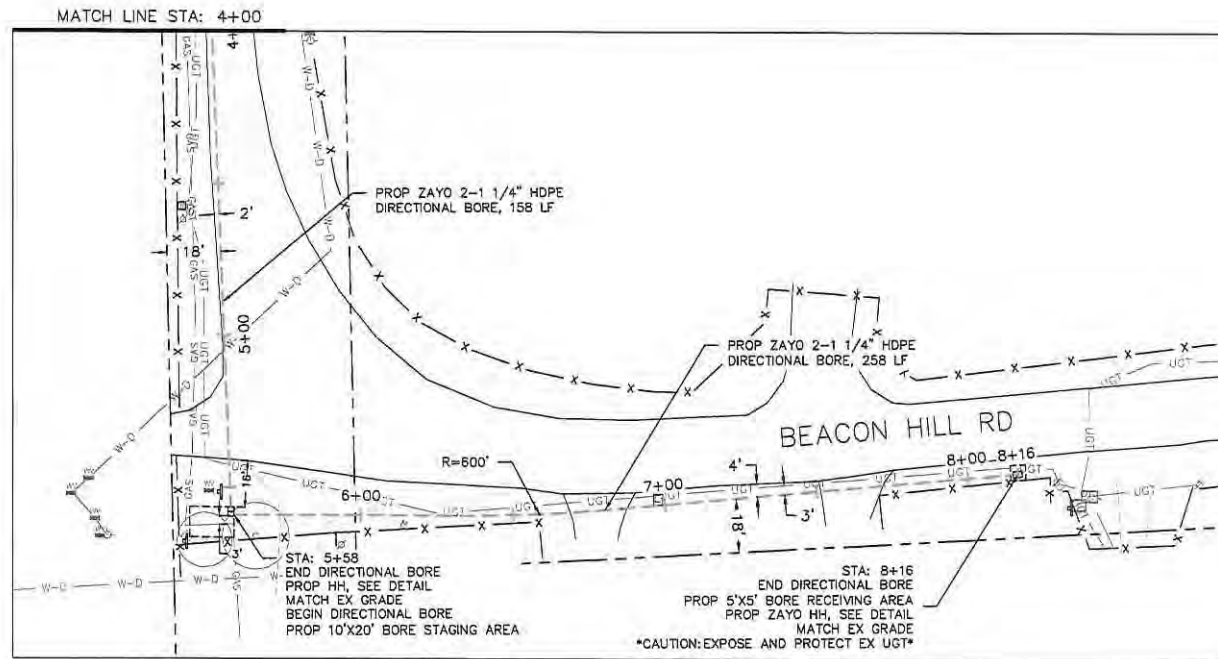
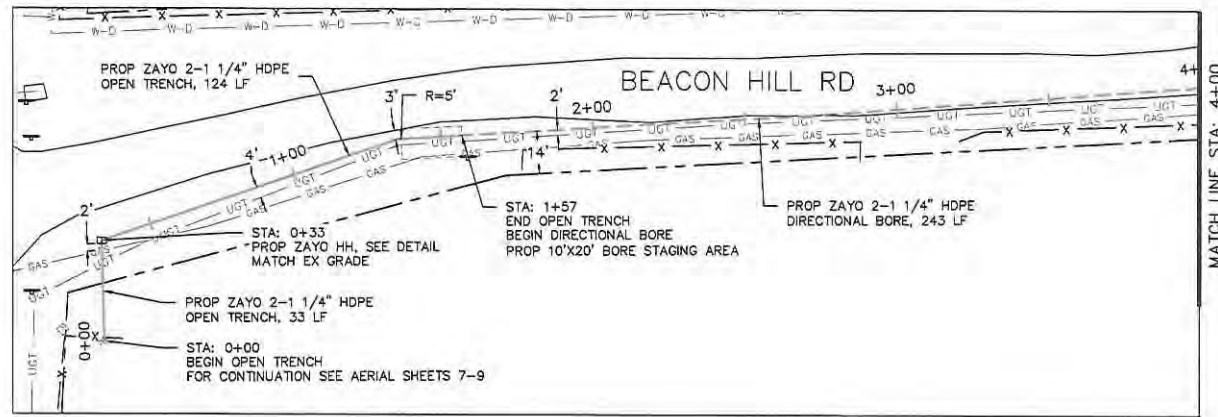
- OPENING TO BE SEALED WATER TIGHT USING LINK SEALS AND/OR HYDRAULIC CEMENT.

NOTE:

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SHANNON R. SULLIVAN
TEXAS P.E. NO. 131219
DATE: 10/3/2019

 ALAN PLUMMER ASSOCIATES, INC. ENVIRONMENTAL ENGINEERS AND SCIENTISTS		
 ZAYO GROUP		
ZAYO AUD1412B - 135 BEACON HILL RD AERIAL UTILITY PLAN		
DATE: 6/18/19	SHEET: 9	SCALE: 1" = 80'
DESIGNED: APAI	CHECKED: AH, SS	
DRAWN: APAI	APPROVED: AH, SS	



GENERAL NOTES:

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ENDWALL CORE NOTES:

1. OPENING TO BE SEALED WATER TIGHT USING LINK SEALS AND/OR HYDRAULIC CEMENT.

NOTE:

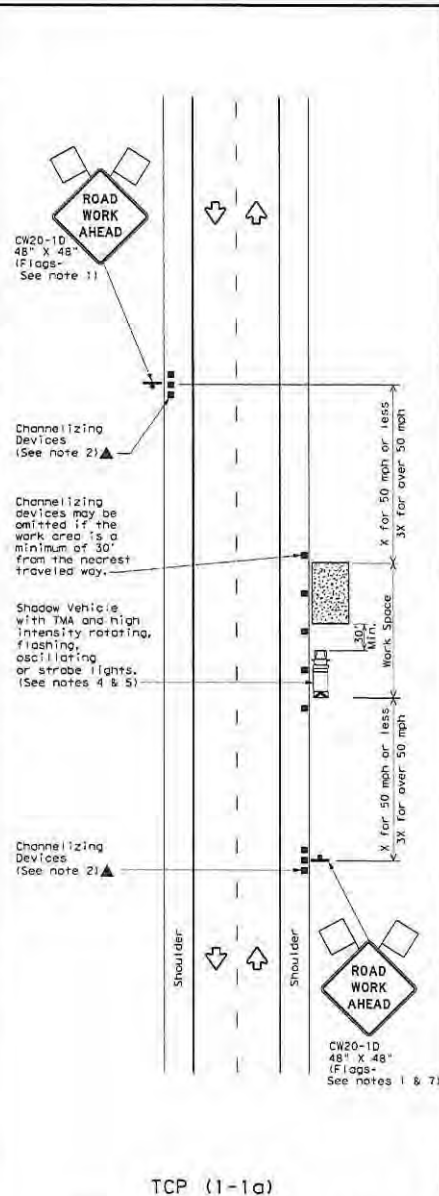
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 SHANNON R. SULLIVAN
 TEXAS P.E. NO. 131219
 DATE: 10/3/2019

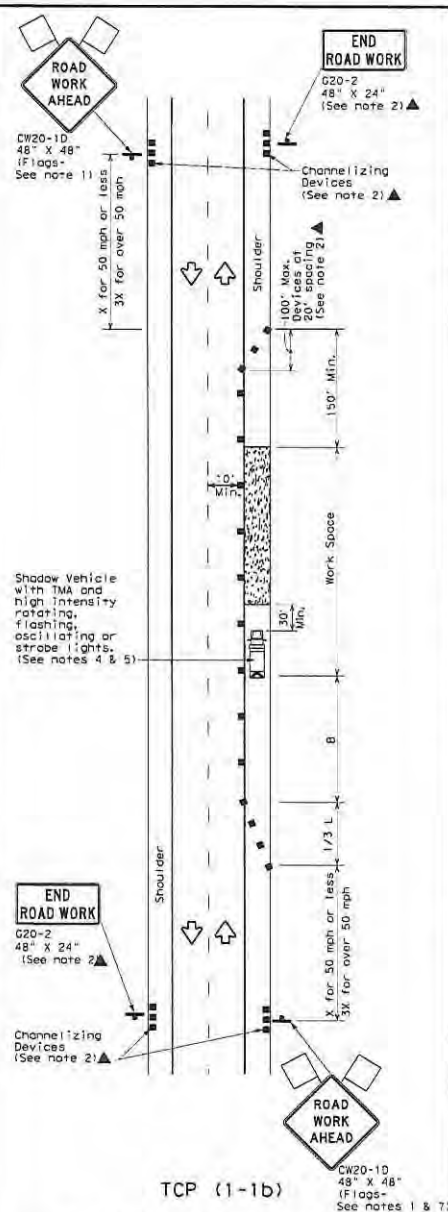
 ALAN PLUMMER ASSOCIATES, INC. ENVIRONMENTAL ENGINEERS AND SCIENTISTS	
zayo GROUP	
ZAYO AU01412B - 135 BEACON HILL RD STA: 0+00 TO STA: 8+16	
DATE: 10/3/2019	SHEET: 10
DESIGNED: APAL	CHECKED: RV, DL, TH
DRAWN: APAL	APPROVED: NR
SCALE: 1"=40'	

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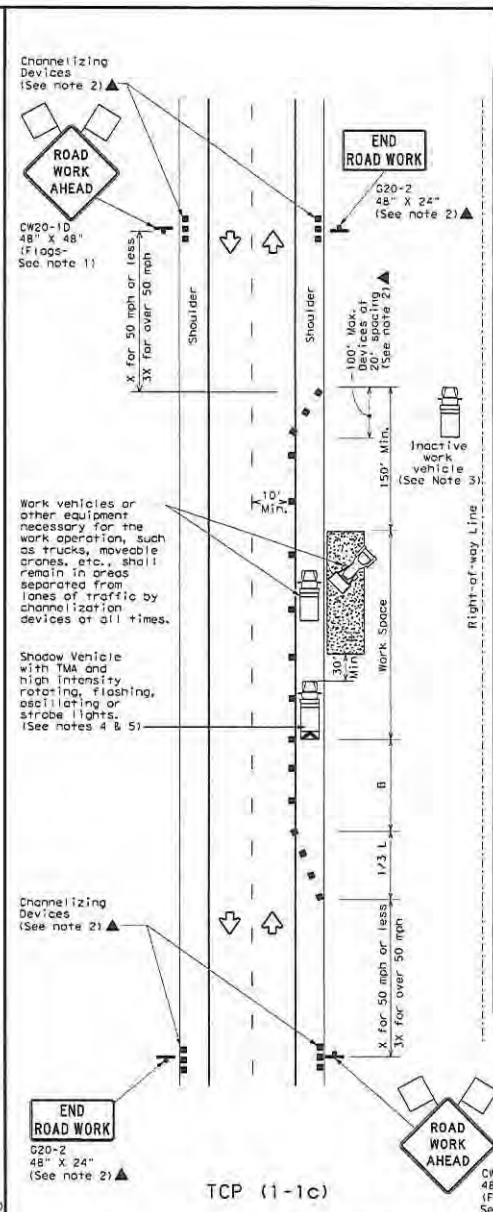
DATE: FILE:



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		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "y"
30	L = WS ² / 60	10' 11' 12'	On a Taper On a Tangent	120'	90'
35		150' 165' 180'	30' 60'	160'	120'
40		205' 225' 245'	40' 80'	240'	155'
45		265' 295' 320'	45' 90'	320'	195'
50		330' 360' 390'	50' 100'	400'	240'
55	L = WS	450' 495' 540'	55' 110'	500'	295'
60		550' 605' 660'	60' 120'	600'	350'
65		650' 715' 780'	65' 130'	700'	410'
70		750' 825' 900'	70' 140'	800'	475'
75			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

- Flags attached to signs where shown are REQUIRED.
- 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.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- 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.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP (1-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "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#	TCP (1-1) - 18.dgn	DATE	12/18/95	BY	CH
REVISIONS		DATE		BY	
2-94	4-98				
8-95	2-12				
1-97	2-18				

HAYS COUNTY TRANSPORTATION DEPARTMENT



UTILITY PERMIT APPROVAL LETTER

*Notification must be given **IN WRITING** at least 48 hours before work begins, and proper traffic control must be implemented throughout the work zone.
Contact Tim Vande Vorde (512)-738-0747 and Tyler Pendergrass (512)-395-7286
Prior to Work

Approval of Utility **Permit # 1174**

Application Date: November 1, 2019

Commissioner Court Approval Date: November 19, 2019

Utility Company Info:

- Name: Maxwell Water Supply Corporation
- Address: 216 Main Street Maxwell, Tx. 78656
- Phone: (512) 357-6253
- Contact: Justin
-

Engineer/Contractor Info:

- Name: Maxwell Water Supply Corporation
- Address: 216 Main Street Maxwell, Tx. 78656
- Phone: (512) 357-6253

Contact: Justin

Type of Utility Service: Water Line

Road Name(s): Yarrington Road

Subdivision:

Pct. #: 1

Proposes to Bore under Yarrington Road Approx. 265LF from the intersection of Fairview Road to install 48LF of 12in Diameter C900 water line in a 24in diameter steel casing



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: 11/11/19

Formal notice is hereby given that:

Utility Company Maxwell Water Supply Corporation proposes to place a 12" Water line within County Right-of-Way of Yarrington Road with contractor TBD as follows:
(give location, length, general design, etc.)

Approximately 2755 LF distance from SH-21 at Yarrington Road

Approximately 265 LF distance from intersection of Yarrington Road at Fairview Road

Install 48 LF of 12" diameter C900 water line in a 24" diameter steel casing for proposed water LN "M"

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 the drawings attached to this notice. The list of attachments is shown on the page titled "List of Attached Drawings"

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 TBD day of _____, 20____.

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 Maxwell Water Supply Corporation

Title General Manager

By (Print) Justin Duvall

Address 216 Main Street

Signature _____  

Maxwell, Texas 78656

Phone (512) 357-6253

Approved by Hays County Transportation Department

Signature _____

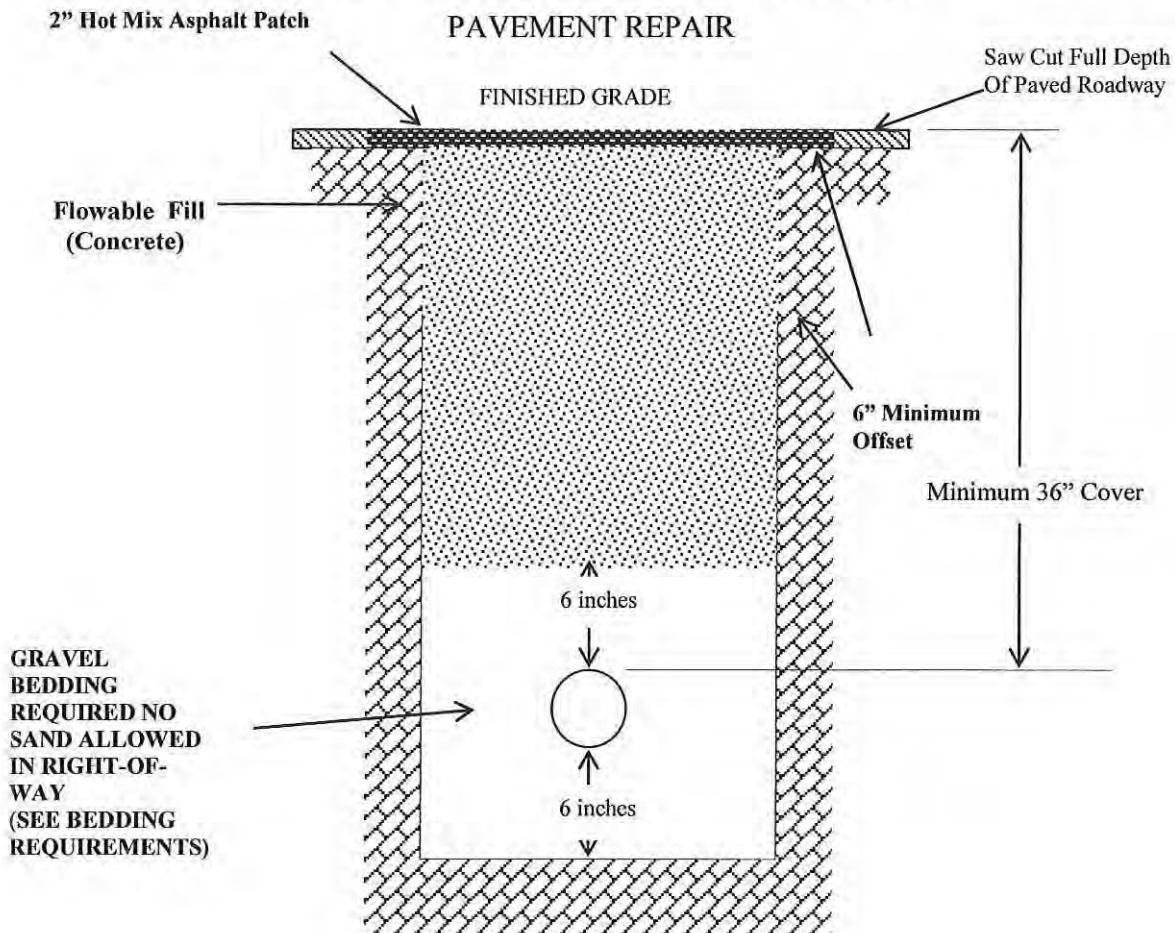
Title Permit Coordinator

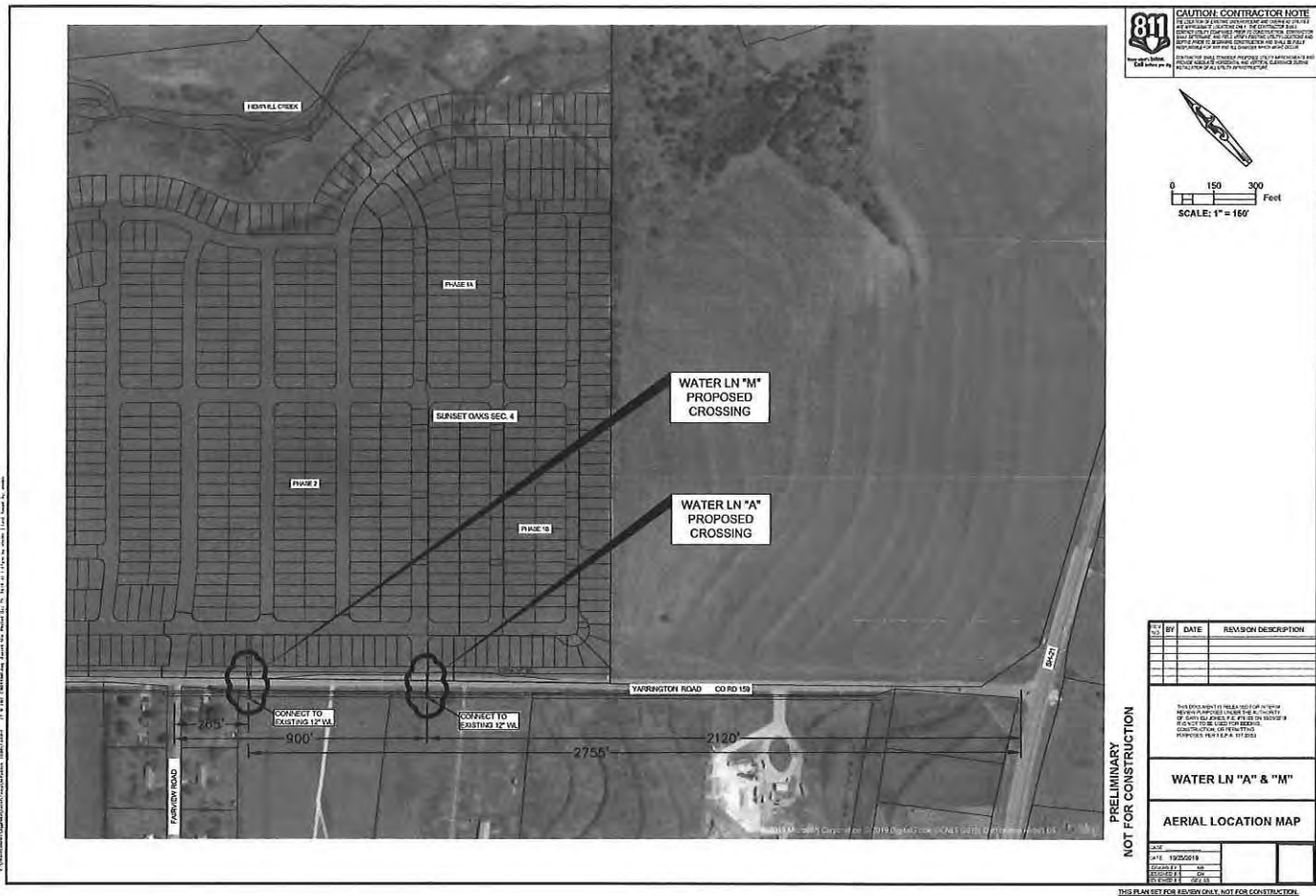
Date 11/13/19

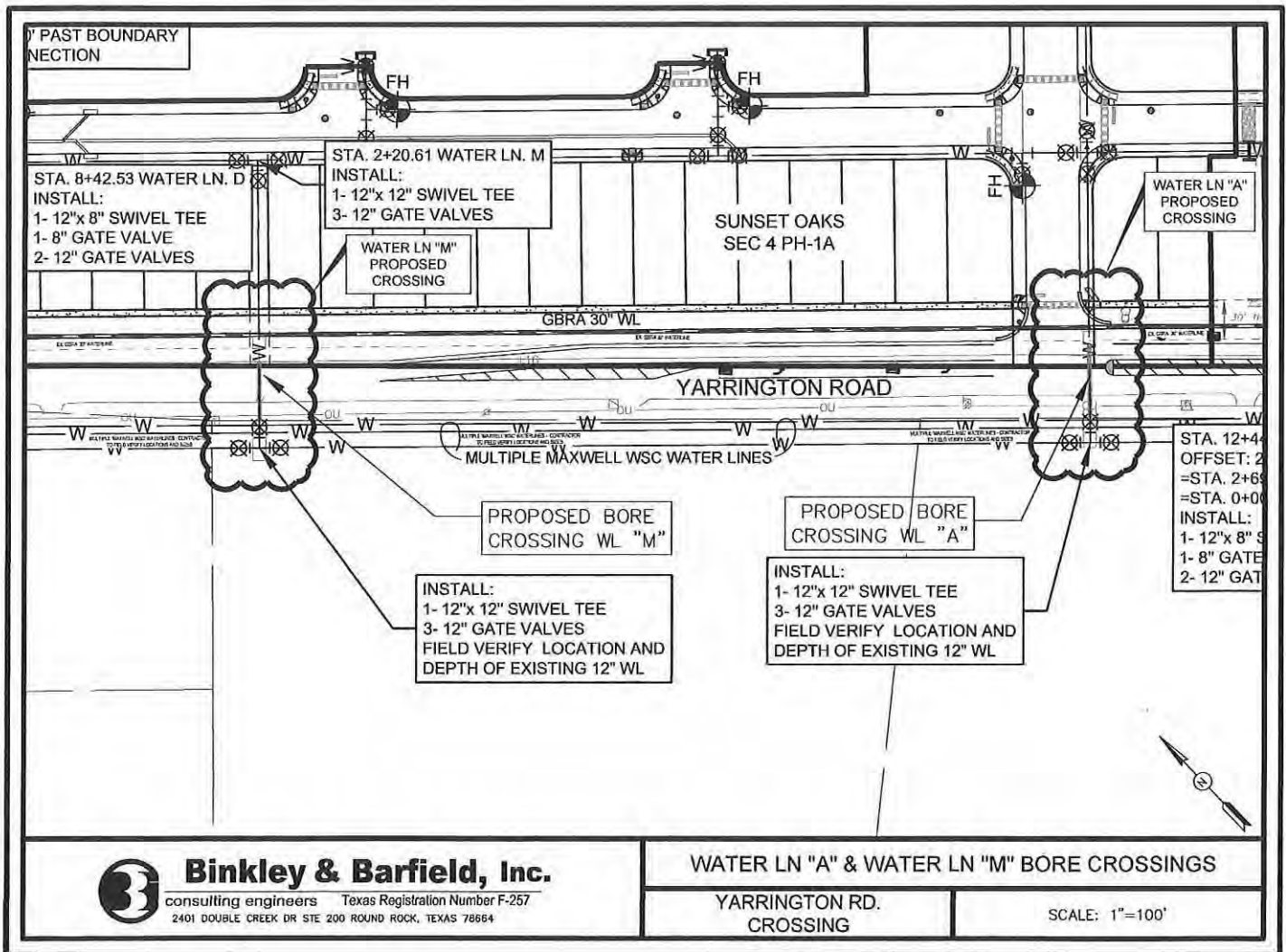
HAYS COUNTY

Underground Utilities Crossing County Road

1. All utility lines that pass under a road shall be installed before the road is paved. When it is necessary that utility lines pass under an existing road pavement, they shall be bored to a point of at least four (4) feet beyond the edge of the pavement.
2. Should conditions exist making it impossible to bore, the following steps must be followed:
 - a) A permit must be obtained from the Hays County Transportation Department showing location, time and date the road is to be cut.
 - b) 24 hour notification required prior to all construction (Jim Parman 512-738-2555)
 - c) Signage must be provided in accordance with Texas Manual of Uniform Traffic Control Devices(MUTCD); and a flagman shall direct traffic during the construction.
 - d) The road will be dug and repaired exactly in accordance with the details shown below.
 - e) The work will be completed in a timely manner, but no longer than five (5) working days.
 - f) After the construction is completed, the Hays County Transportation Department shall be contacted for the final inspection.
3. Failure to follow procedure in Item 2 will result in a suit to collect the County's damages including attorney's fees and court cost, and may result in criminal prosecution.
4. Any utility construction under Hays County Roadways not completed within 7 days must be leveled up with cold mix until permanent road surface is placed.







HAYS COUNTY TRANSPORTATION DEPARTMENT



UTILITY PERMIT APPROVAL LETTER

*Notification must be given **IN WRITING** at least 48 hours before work begins, and proper traffic control must be implemented throughout the work zone.
Contact Tim Vande Vorde (512)-738-0747 and Tyler Pendergrass (512)-395-7286
Prior to Work

Approval of Utility **Permit # 1175**

Application Date: November 1, 2019

Commissioner Court Approval Date: November 19, 2019

Utility Company Info:

- Name: Maxwell Water Supply Corporation
- Address: 216 Main Street Maxwell, Tx. 78656
- Phone: (512) 357-6253
- Contact: Justin
-

Engineer/Contractor Info:

- Name: Maxwell Water Supply Corporation
- Address: 216 Main Street Maxwell, Tx. 78656
- Phone: (512) 357-6253

Contact: Justin

Type of Utility Service: Water Line

Road Name(s): Yarrington Road

Subdivision:

Pct. #: 1

Proposes to Bore under Yarrington Road Approx. 900LF from the intersection of Fairview Road to install 56LF of 12in Diameter C900 water line in a 24in diameter steel casing



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: 11/1/19

Formal notice is hereby given that:

Utility Company Maxwell Water Supply Corporation proposes to place a 12" Water line within County Right-of-Way of Yarrington Road with contractor TBD as follows:
(give location, length, general design, etc.)

Approximately 2120 LF distance from SH-21 at Yarrington Road

Approximately 900 LF distance from intersection of Yarrington Road at Fairview Road

Install 56 LF of 12" diameter C900 water line in a 24" diameter steel casing for proposed water LN "A"

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 the drawings attached to this notice. The list of attachments is shown on the page titled "List of Attached Drawings"

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 TBD day of _____, 20____.

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 Maxwell Water Supply Corporation

Title General Manager

By (Print) Justin Trice

Address 216 Main Street

Signature _____

Maxwell, Texas 78656

Phone (512) 357-6253

Approved by Hays County Transportation Department

Signature

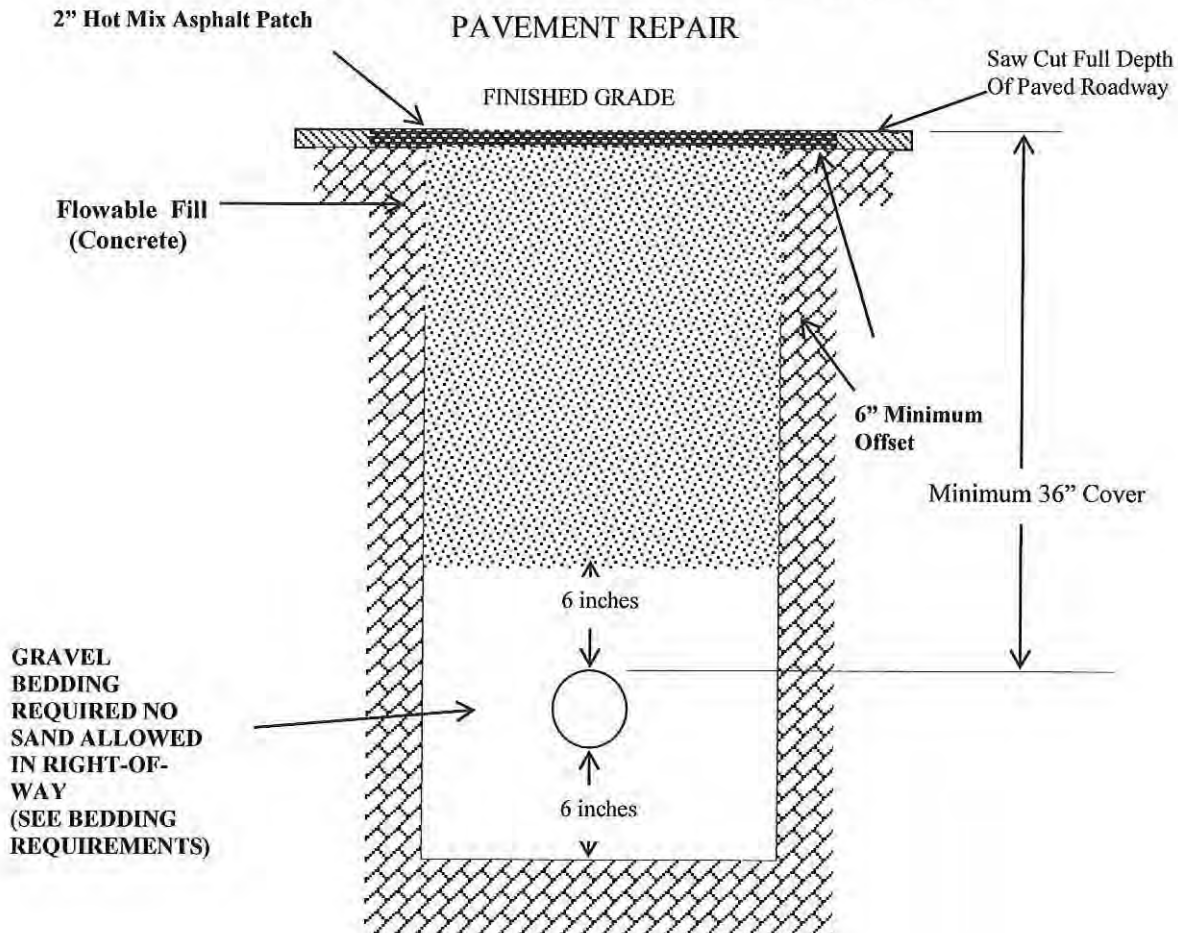
Title

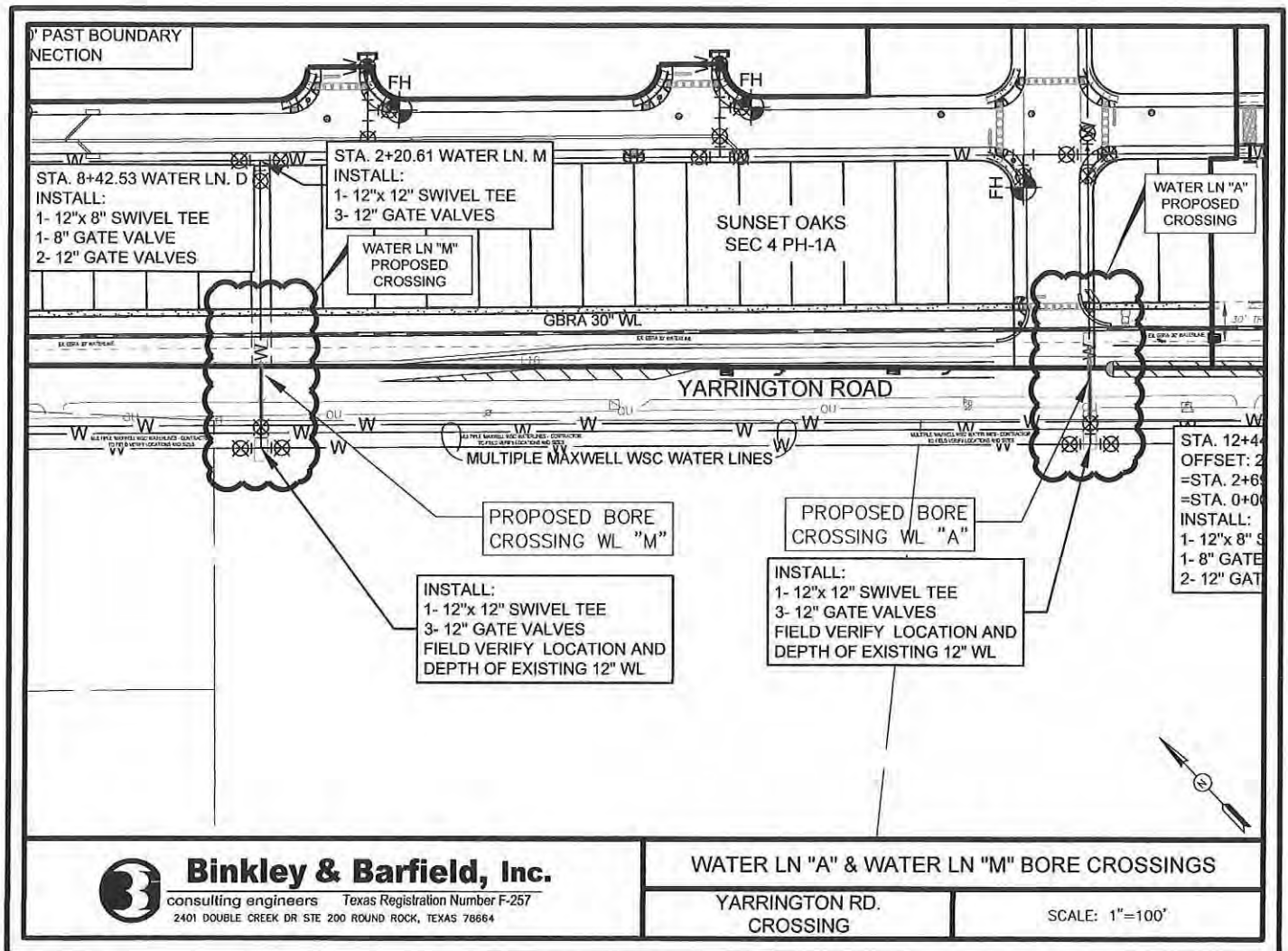
Date

HAYS COUNTY

Underground Utilities Crossing County Road

1. All utility lines that pass under a road shall be installed before the road is paved. When it is necessary that utility lines pass under an existing road pavement, they shall be bored to a point of at least four (4) feet beyond the edge of the pavement.
2. Should conditions exist making it impossible to bore, the following steps must be followed:
 - a) A permit must be obtained from the Hays County Transportation Department showing location, time and date the road is to be cut.
 - b) 24 hour notification required prior to all construction (Jim Parman 512-738-2555)
 - c) Signage must be provided in accordance with Texas Manual of Uniform Traffic Control Devices(MUTCD); and a flagman shall direct traffic during the construction.
 - d) The road will be dug and repaired exactly in accordance with the details shown below.
 - e) The work will be completed in a timely manner, but no longer than five (5) working days.
 - f) After the construction is completed, the Hays County Transportation Department shall be contacted for the final inspection.
3. Failure to follow procedure in Item 2 will result in a suit to collect the County's damages including attorney's fees and court cost, and may result in criminal prosecution.
4. Any utility construction under Hays County Roadways not completed within 7 days must be leveled up with cold mix until permanent road surface is placed.





HAYS COUNTY TRANSPORTATION DEPARTMENT



UTILITY PERMIT APPROVAL LETTER

*Notification must be given **IN WRITING** at least 48 hours before work begins, and proper traffic control must be implemented throughout the work zone.
Contact Tim Vande Vorde (512)-738-0747 and Tyler Pendergrass (512)-395-7286
Prior to Work

Approval of Utility **Permit # 1176**

Application Date: November 12, 2019

Commissioner Court Approval Date: November 19, 2019

Utility Company Info:

- Name: NRP Construction
- Address: 200 Concord Plaza Drive, Suite 900 San Antonio, Tx. 78216
- Phone: (440) 488-1502
- Contact: Charles Lloyd
-

Engineer/Contractor Info:

- Name: NRP Construction
- Address: 200 Concord Plaza Drive, Suite 900 San Antonio, Tx. 78216
- Phone: (440) 488-1502
- Contact: Charles Lloyd

Type of Utility Service: Waste Water Line

Road Name(s): Dacy Lane

Subdivision:

Pct. #: 2

Proposes to install approx. 2,680LF of 4in sanitary sewer force main and 120LF of 8in gravity sanitary sewer main to be constructed within the southern right of way of the new Dacy Lane Alignment. The main will be extended from Sunflower Circle to 500ft south of the Amberwood/Dacy Ln intersection. They will be doing 4 open trench cuts that cross the current Dacy 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: 11/12/19

Formal notice is hereby given that:

Utility Company Cherokee Contracting proposes to place a 4" sanitary sewer force main line within County Right-of-Way of Dacy Lane with contractor NRP Contractors II, LLC as follows: (give location, length, general design, etc.)

Approximately 2,680 LF of 4" sanitary sewer force main and 120 LF of 8" gravity sanitary sewer main to be constructed within the southern right of way of proposed Dacy Lane. The main will be extended from Sunflower Circle to $\pm 500'$ south of the Amberwood/Dacy Lane Intersection

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

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

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

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

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

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

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

Applicant agrees to notify HCRD prior to commencement of any routine 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 5th day of January, 2020.

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 NRP Contractors II, LLC

Title Vice President of Construction

By (Print) Dustin Smith

Address 200 Central Plaza, Suite 900
San Antonio, TX 78216

Signature [Signature]



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

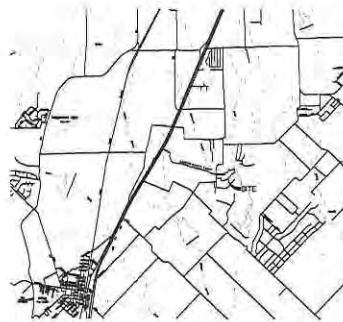
Date: _____

Formal notice is hereby given that:

Phone _____

Approved by Hays County Transportation Department		
		
Signature	Title	Date

KYLE, TEXAS



VICINITY MAP
N.T.B.



LOCATION MAP
SCALE: 1"=2,000'

SITE IS R-3-3 ZONING DISTRICT

Sheet List Table	
SHEET NUMBER	SHEET TITLE
FMS1	COVER SHEET
FMS2	GENERAL NOTES
FMS3	EROSION CONTROL, PLAN
FMS4	EROSION CONTROL, DETAILS
FMS5	FORECRAIN PLAN AND PROFILE STA. 1+00 TO STA. 3+46.12
FMS6	FORECRAIN PLAN AND PROFILE STA. 3+46.12 TO STA. 12+00.00
FMS7	FORECRAIN PLAN AND PROFILE STA. 12+00.00 TO STA. 13+60.00
FMS8	FORECRAIN PLAN AND PROFILE STA. 13+60.00 TO STA. 27+00.00
FMS9	FORECRAIN PLAN AND PROFILE STA. 27+00.00 TO STA. 32+00.00
FMS10	FORECRAIN DETAILS
FMS11	TRAFFIC CONTROL, SHEET 1
FMS12	TRAFFIC CONTROL, SHEET 2
FMS13	TRAFFIC CONTROL, SHEET 3

BENCHMARK #1

DESCRIPTION

38" IRON ROD WITH CAP APPROXIMATELY 750' SOUTH OF
AMBERWOOD LOOP AND APPROXIMATELY 10' WEST
ACROSS DORY LAKE RIGHT OF WAY FROM THE
SOUTHWESTERLY CORNER OF LOT 1

ELEVATION = 670.94

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE
CONTRACTOR IS TO VERIFY THE BENCHMARK
DEPICTED ON THIS DRAWING AND REPORT ANY
DISCREPANCIES IN THE ELEVATION OR DESCRIPTION
TO THE CIVIL ENGINEER IMMEDIATELY.

BENCHMARK #2

DESCRIPTION

56' HIGH FID WITH CAP APPROXIMATELY 25' SOUTH OF
AMBER WOOD LOOP AND APPROXIMATELY 8' SOUTHWEST
JACOBSE DAVEY LAKE (RIGHT OF WAY) FROM THE
NORTHWEST CORNER OF LOT 1

ELEVATION = 670.23

NOTE:
PRIOR TO THE START OF CONSTRUCTION, THE
CONTRACTOR IS TO VERIFY THE BENCHMARK
DEFICIT ON THIS DRAWING AND REPORT ANY
DISCREPANCIES IN THE ELEVATION OR DESCRIPTION
TO THE CIVIL ENGINEER IMMEDIATELY.

PREPARED BY

ENGINEER _____ DATE _____

APPROVED BY _____

CITY/ENGINEER _____ DATE _____

DIRECTOR OF PUBLIC WORKS _____ DATE _____

RAY COUNTY _____ DATE _____



PRIMARY CONTACT PERSON:- ROGER W. GUNDERMAN, P.E.



MACINA • BOSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com
FIRM REGISTRATION NUMBER: T.B.P.E. F-794 & T.B.P.L.C. 10011700

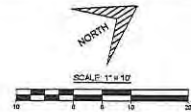
ISSUED FOR PERMIT
11-08-19

PLANT	_____
DESIGN	OC3
DRAWN	ADG
CHECKED	_____
DATE	11-06-00

DATE 11/10/19
JOB NO.
32100-HAYS
FM1



- NOTE:
1. AS-BUILT DRAWINGS OF NEW FORCE MAIN ARE REQUIRED.
 2. CONTRACTOR SHALL CONTACT ENGINEER TO SCHEDULE SURVEY LOCATION PRIOR TO PLACING FILL ON TOP OF PIPE. PIPE SHALL BE EXPOSED FOR SURVEY.
 3. CONTRACTOR TO MAINTAIN TRAFFIC CONTROL AND INSTALL FORCE MAIN IN A MANNER THAT DOES NOT BLOCK ACCESS FROM RESIDENTIAL DRIVEWAYS.
 4. 36" MINIMUM COVER REQUIRED FOR ALL FORCE MAIN.



PRIMARY CONTACT:
DREW SMITH, P.E.

MACINA & ROSE & COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1003 Cedar Parkway North, Suite 100, Dallas, Texas 75232
(214) 545-1102 Fax (214) 545-9902 www.mrcopeland.com
PEIN REGISTRATION NUMBER: T.B.P.E. 17264 & T.B.P.L.S. 1001102



KYLE DACY APARTMENTS
3700 DACY LANE, KYLE, TEXAS, 78640
FORCEMAIN PLAN AND PROFILE
STA. 24+60.00 - STA. 30+60.00

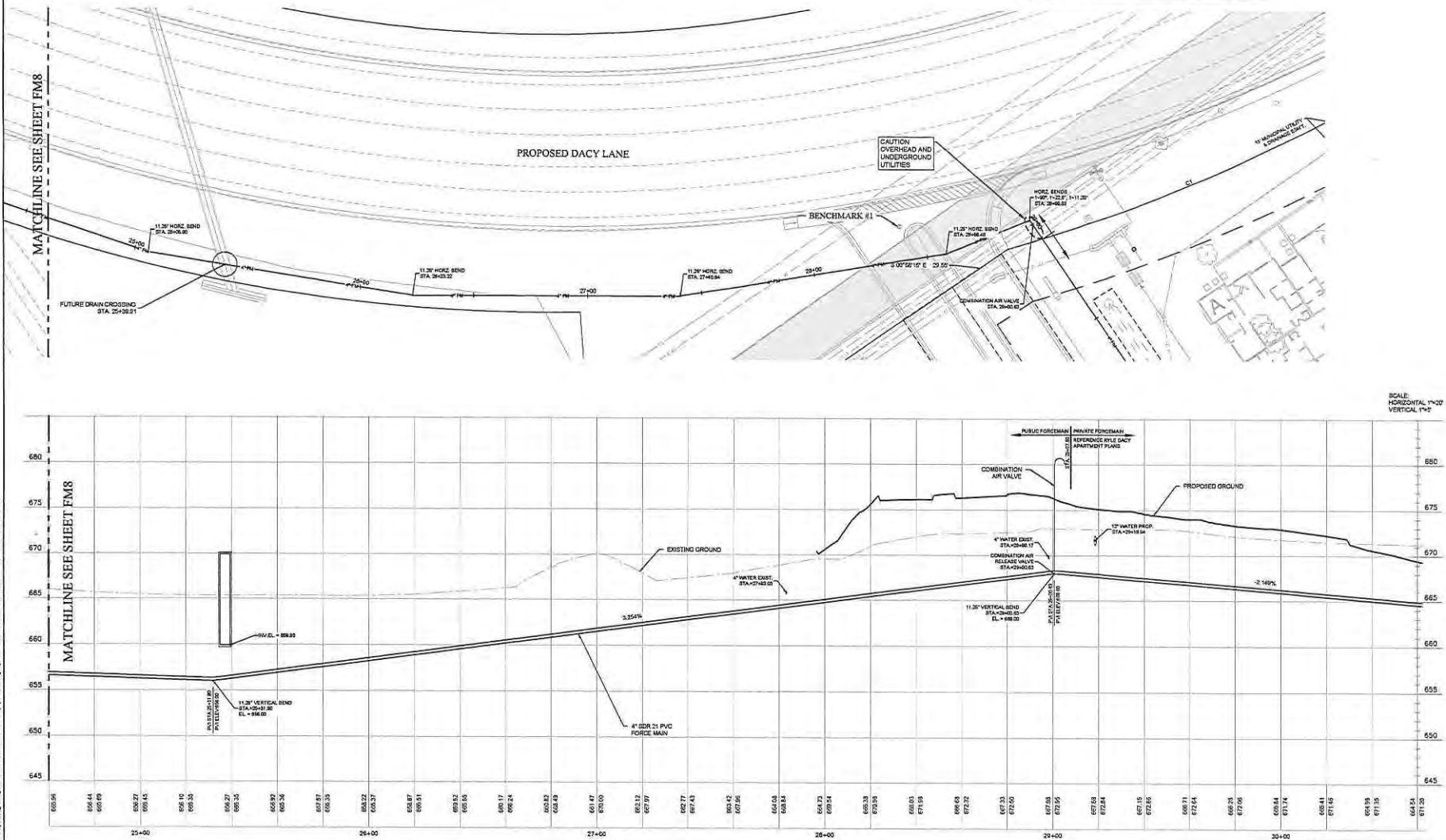
REVISIONS	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PLAT NO. 020
SHEET NO. 250
CHECKED BY 11-05-19
DATE 11-05-19

ISSUED FOR PERMIT 11-08-19

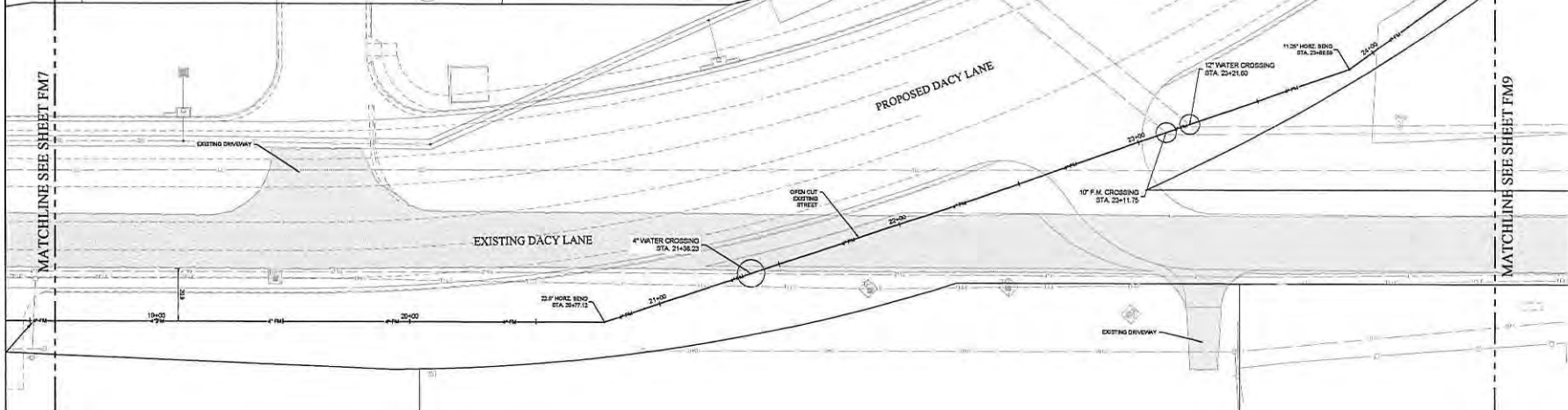
32100-HAYS

FM9

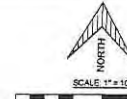




LOCATION MAP
NOT TO SCALE



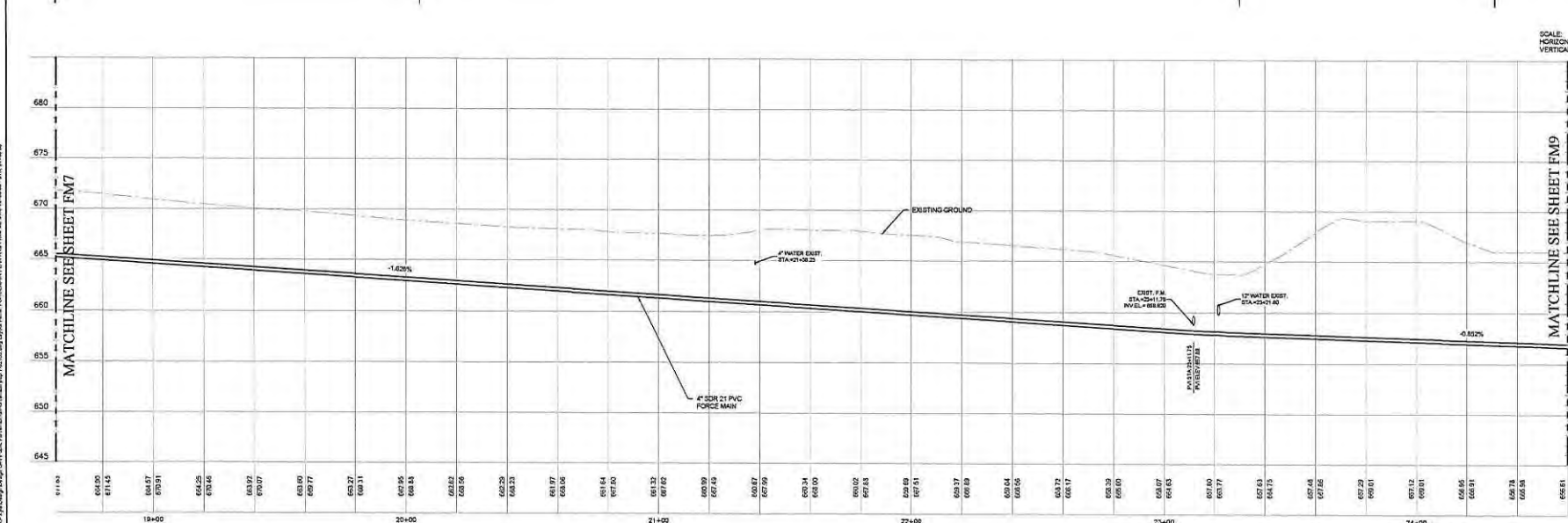
- NOTE:
1. AS-BUILT DRAWINGS OF NEW FORCE MAIN ARE REQUIRED.
 2. CONTRACTOR SHALL CONTACT ENGINEER TO SCHEDULE SURVEY LOCATION PRIOR TO PLACING FILL ON TOP OF PIPE. PIPE SHALL BE EXPOSED FOR SURVEY.
 3. CONTRACTOR TO MAINTAIN TRAFFIC CONTROL AND INSTALL FORCE MAIN IN A MANNER THAT DOES NOT BLOCK ACCESS FROM RESIDENTIAL DRIVEWAYS.
 4. 36" MINIMUM COVER REQUIRED FOR ALL FORCE MAIN.



MACINA • ROSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1003 Central Expressway North, Suite 100, Dallas, Texas 75202
(214) 545-1102 Fax (214) 545-3002 www.mrcogroup.com
PEIN REGISTRATION NUMBER: T.B.P.E. 17748 & T.B.P.L.S. 1001700



KYLE DACY APARTMENTS
3700 DACY LANE, KYLE, TEXAS, 78640
FORCEMAIN PLAN AND PROFILE
STA. 18+60.00 - STA. 24+60.00



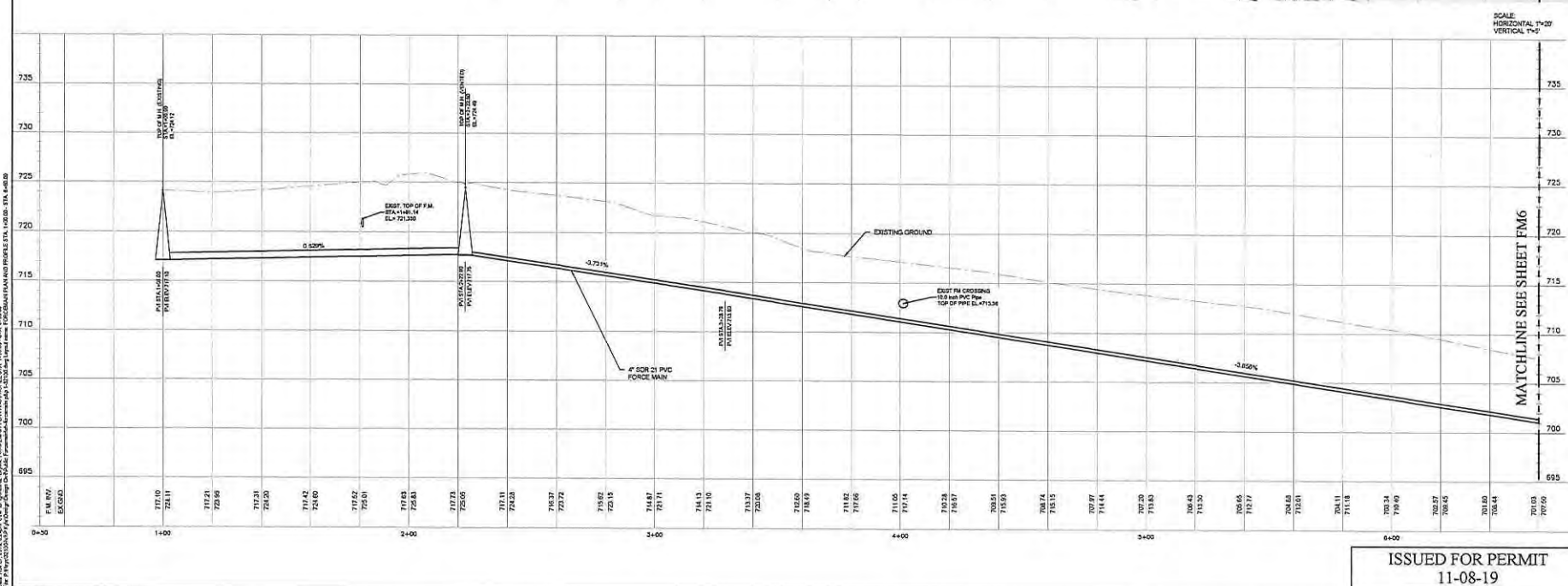
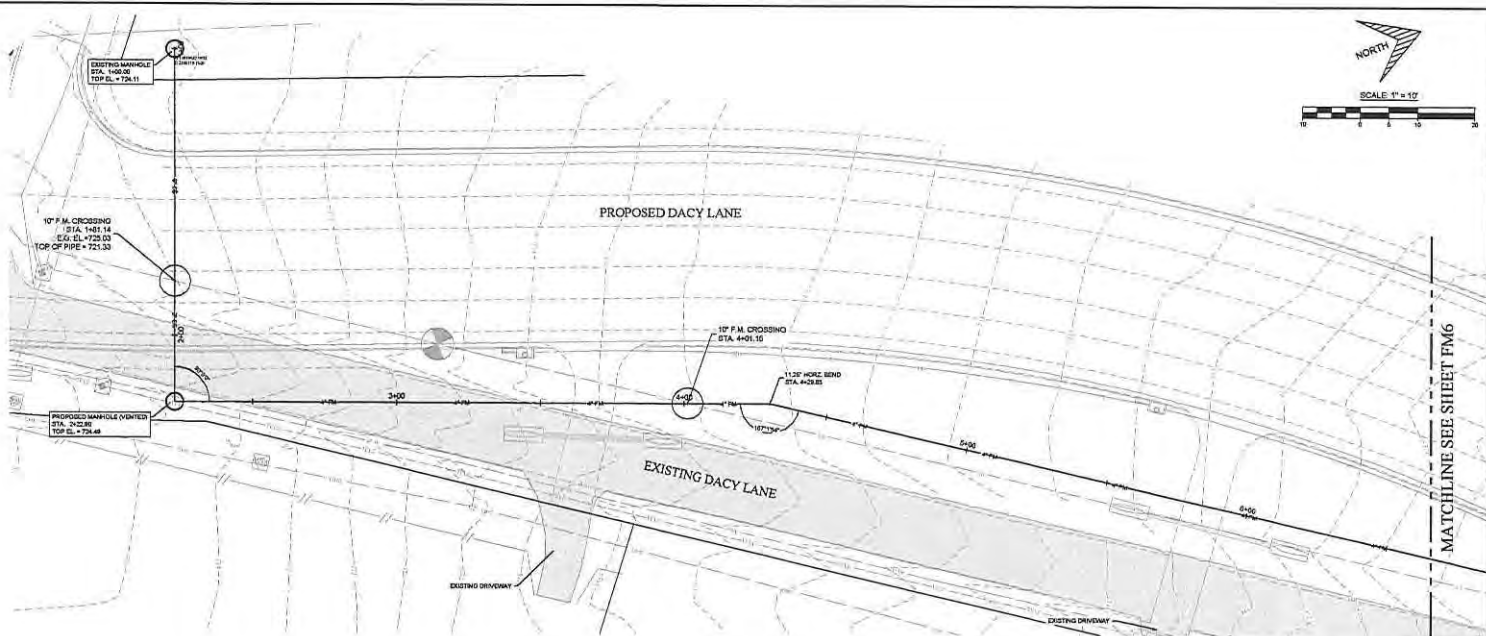
ISSUED FOR PERMIT
11-08-19

REVISION	DATE	DESCRIPTION
1	11-08-19	ISSUED FOR PERMIT

32100-HAYS
FM8



- NOTE:
1. AS-BUILT DRAWINGS OF NEW FORCE MAIN ARE REQUIRED.
 2. CONTRACTOR SHALL CONTACT ENGINEER TO SCHEDULE SURVEY LOCATION PRIOR TO PLACING FILL ON TOP OF PIPE. PIPE SHALL BE EXPOSED FOR SURVEY.
 3. CONTRACTOR TO MAINTAIN TRAFFIC CONTROL AND INSTALL FORCE MAIN IN A MANNER THAT DOES NOT BLOCK ACCESS FROM RESIDENTIAL DRIVEWAYS
 4. 36" MINIMUM COVER REQUIRED FOR ALL FORCE MAIN.



ISSUED FOR PERMIT
11-08-19

MACINA • ROSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1033 Central Expressway, Suite 100, Austin, Texas 78703
(710) 441-1100 Fax (710) 441-1103 www.mrc-engineers.com
PEU REGISTRATION NUMBER: T&E 67248 AT BPLS 1001100

KYLE DACY APARTMENTS
3700 DACY LANE, KYLE, TEXAS, 78640
FORCEMAIN PLAN AND PROFILE
STA. 1+00.00 - STA. 6+00.00

REVISION	DATE	BY	DESCRIPTION

PLAT ON
SHEET
DRAWN
CHECKED
DATE

32100-HAYS
FM5

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 Transportation Department to purchase a replacement Dell Latitude 5400 laptop valued at \$949.09 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	\$950

LINE ITEM NUMBER

020-710-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

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

SUMMARY

The Transportation Department would like to replace a laptop that is no longer functional to utilize for presentations, training, and staff development. Funds are available within the operating budget for this expense.

Budget Amendment:

(950) - Decrease Road Materials & Supplies .5351
915 - Increase Computer Equipment_Ops .5712_400
35 - Increase Data Supplies .5202

Attachment: Dell Quote No. 3000049124255.1
DIR-TSO-3763
Contract #75AHH



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. 3000049124255.1
Total \$949.09
Customer # 9657350
Quoted On Oct. 29, 2019
Expires by Nov. 28, 2019
Deal ID 17318888

Sales Rep Chris Minchew
Phone (800) 456-3355, 5138843
Email Chris_Minchew@Dell.com
Billing To ACCOUNTS PAYABLE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE
1071
SAN MARCOS, TX 78666-6247

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

Product	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	1	\$48.00
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$34.39	1	\$34.39
Dell Latitude 5400	\$866.70	1	\$866.70

Subtotal:	\$949.09
Shipping:	\$0.00
Non-Taxable Amount:	\$949.09
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$949.09
---------------	-----------------

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

Shipping Group Details

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

Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0		\$48.00	Qty 1	Subtotal \$48.00
Estimated delivery if purchased today: Nov. 04, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	470-ABQN	-	1	-
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black		\$34.39	Qty 1	Subtotal \$34.39
Estimated delivery if purchased today: Nov. 06, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	A8685380	-	1	-
Dell Latitude 5400		\$866.70	Qty 1	Subtotal \$866.70
Estimated delivery if purchased today: Nov. 01, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Latitude 5400 BTX Base	210-ARXJ	-	1	-
8th Generation Intel Core i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W, vPro-Capable)	379-BDLC	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRMF	-	1	-
Intel vPro Technology Enabled	631-ACBI	-	1	-
8GB, 1x8GB, DDR4 Non-ECC	370-AECX	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG	-	1	-
14" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEIO	-	1	-
Dual Pointing Backlit US English Keyboard	583-BFKP	-	1	-
No Mouse	570-AADK	-	1	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 +		-		

Bluetooth 5.0	555-BEUN	1	-
Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEDV	- 1	-
No Mobile Broadband Card	556-BBCD	- 1	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	- 1	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	- 1	-
Dual Pointing, Contacted SmartCard Reader, Displayport over Type-C	346-BFJQ	- 1	-
Fixed Hardware Configuration	998-DNGJ	- 1	-
SupportAssist	525-BBCL	- 1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	- 1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	- 1	-
Waves Maxx Audio	658-BBRB	- 1	-
Dell Developed Recovery Environment	658-BCUV	- 1	-
Dell Power Manager	658-BDVK	- 1	-
Dell Latitude 5400 SRV	658-BEGG	- 1	-
Regulatory Label, FCC	389-DPGZ	- 1	-
Direct ship Info Mod	340-AAPP	- 1	-
Smart Select MIN SHIP (DAO/BCC)	340-CMDY	- 1	-
No Anti-Virus Software	650-AAAM	- 1	-
No Removable CD/DVD Drive	429-AATO	- 1	-
No Resource DVD / USB	430-XXYG	- 1	-
OS-Windows Media Not Included	620-AALW	- 1	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	- 1	-
No Option Included	340-ACQQ	- 1	-
ENERGY STAR Qualified	387-BBNO	- 1	-
Latitude 5400 Quick Start Guide	340-CLYF	- 1	-
US Power Cord	450-AAEJ	- 1	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	- 1	-
Latitude 5400 bottom door	321-BEKW	- 1	-
EAN label	389-BKKL	- 1	-
US Order	332-1286	- 1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	- 1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	- 1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	- 1	-
Dell Limited Hardware Warranty	997-8317	- 1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	- 1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	- 1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	- 1	-

Subtotal: \$949.09

Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$949.09
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Important Notes

Terms of Sale

If this purchase includes a third party cloud service offering (such as Office 365 or Google G Suite), your use of the cloud service is subject to the Dell Cloud Solutions Agreement located at <http://www.dell.com/cloudterms> and the applicable terms and conditions located at <https://www.dell.com/learn/us/en/uscorp1/service-contracts-saas-cloud-services>.

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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 Sheriff's Office to utilize Sheriff Drug Forfeiture Funds totaling \$4,453 for OSS access licenses for training purposes and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	\$4,453.00

LINE ITEM NUMBER

053-618-00.5429 Software Maintenance & Licensing

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Cutler	BECERRA	N/A

SUMMARY

The OSS Academy is willing to provide the Hays County Sheriff's Office 169 Access Licenses to its online training database. This database includes over 130 TCOLE approved courses saving valuable time and resources in providing Sheriff's Office employees legislative required training. The database will allow an employee to access the training at their convenience rather than having to schedule an employee to miss a shift to attend the required training. OSS Academy will report the completed training directly to TCOLE, further saving time for the Training Academy Staff. Staffing issues have previously prevented Sheriff's Office employees from attending Continuing Education requirements, which have limited their ability to achieve their Intermediate and Advanced Peace Officer licenses.

The total cost of licenses for the agency is \$4,453. The Sheriff has authorized this purchase from Sheriff Drug Forfeiture Funds.

Budget Amendment

053-618-00.5362 Criminal Investigation (\$4,453.00)

052-618-00.5429 Software Maintenance & Licensing \$4,453.00

Attachments: Quote, Sole Source Letter & TCOLE Courses

OSS Academy

A d/b/a of Operational Support Services, Inc.
19018 Candleview Drive
Spring, TX 77388

281.288.9190

Hays County Sheriff's Office
1307 Uhland Road
San Marcos, TX 78666
ATTN: Ryan Watkins

November 13, 2019
43640

RE: **Personnel Training and Development Support**

RE: QUOTE FOR SERVICES

Hays County Sheriff's Office (HCSO) branded online Learning Management System (LMS), Subscription & Product Licensing, November 27, 2019 through November 26, 2020 for one hundred sixty-nine (169) staff access: \$4,453.00

Staff may not be replaced. Additional staff may be added for \$29.55/each.

Officers (169) receive annual access to OSS Academy course libraries, [see listing provided]:

TCOLE Electives

TCOLE Basic & Intermediate

TCOLE & OSS Specialized & A La Carte courses (Courses not listed may be individual or bulk purchased with a 25% agency discount), including Specialized & A La Carte Courses, TCOLE & OSS:

Course Title, Hour(s):

*Basic Civil Process #3131, 21

*Court Security Officer #10999, 12

*Court Security Specialist Update #21015, 4

*Evading Honesty, 8

*NAPPI Community Safety, 4

*NAPPI Total Verbal De-escalation, 13

*Smugglers, Inc., 16

*Supplemental Peace Officer #1018, 120

Balance due on acceptance of QUOTE:

\$4,453.00

TERMS OF SERVICE:

OSS Academy anticipates 1-2 weeks to prepare the Hays County Sheriff's Office (HCSO) website prior to first use consistent with HCSO cooperation and assistance. Upon acceptance of this quote

OSS Academy

A d/b/a of Operational Support Services, Inc.
19018 Candleview Drive
Spring, TX 77388

Client ID:

Page 2

Hays County Sheriff's Office

QUOTE # 43640

November 13, 2019

for services, payment of \$4,453.00 is due upon receipt and non-refundable. Past due after November 26, 2019. During the period of service, either party may terminate the branded online Learning Management System (LMS) subscription and product licensing service without cause by giving the other party at least ninety (90) days written notice. Upon expiration of ninety-day early termination period, OSS Academy will immediately conclude access by CCPP to the LMS and subscription and product licensing service. CCPP access will be provided thereafter for record keeping only. No warranties are made by OSS either express or implied.

FEDERAL TAX ID: 76-0072545. PLEASE CALL 281.288.9190, EXT. 201 FOR ASSISTANCE WITH INQUIRIES AND CREDIT CARD PAYMENTS. THANK YOU.



TCOLE Academy No. 513940

November 13, 2019

Ryan Watkins, Sergeant
Hays County Sheriff's Office
1307 Uhland Road
San Marcos, Texas 78666

RE: Sole Source Letter – Specialized Law Enforcement Training

Sgt. Watkins,

To fill a critical need, the Hays County Sheriff's Office is specifically interested in providing online training through an online training platform provided by and with specific access to OSS Academy® (OSS) online training courses.

OSS' extensive online Texas Commission on Law Enforcement (TCOLE) training library is located at www.ossfirst.com.

OSS is an approved TCOLE provider of training, OSS courses are Copyrighted® by OSS Academy®, and not available from any other source.

OSS Academy is the only TCOLE Contract Training Provider that provides these specific Copyrighted® courses in a cost-effective eLearning [online format]. Additionally, OSS is in Spring, Texas which is also located within the State of Texas as NBPD.

This sole source need is fully justified under the following circumstances: (1) **unicity**, this eLearning training is *only available* from one source – OSS Academy®, and (2) **legitimacy**, the courses are Copyrighted® by a state accredited provider.

Sincerely, I am,

Your Friend and Servant,
OSS Academy®

David Lee Salmon II
Training Coordinator

Yvette Faulkner

From: Ryan Watkins
Sent: Wednesday, November 13, 2019 12:27 PM
To: Yvette Faulkner
Subject: FW: Hays County Sheriff's Office: OSS Academy QuickQuote
Attachments: OSS Academy Hays CO SO Sole Source Letter 191113 SF.pdf; OSS Academy - Online TCOLE E-Learning Training Courses [Annual Access].pdf

Sole Source Letter attached

Respectfully,

Ryan Watkins, Sergeant
Training Academy / SWAT

Hays County Sheriff's Office
1307 Uhland Road
San Marcos, Texas 78666
(512) 393-7809

From: sydney.foster@policetrainingcenter.com [mailto:sydney.foster@policetrainingcenter.com]
Sent: Wednesday, November 13, 2019 12:19 PM
To: Ryan Watkins <ryan.watkins@co.hays.tx.us>
Cc: david.salmon2@policetrainingcenter.com
Subject: Hays County Sheriff's Office: OSS Academy QuickQuote

RETURN RECEIPT REQUESTED: Let me know that you received if you would Ryan. Blessings, David



Ryan,

Good afternoon, per our conversation today, attached and below are the Sole Source letter and numbers that you requested.

Who is OSS Academy?

Whether you are looking to access all OSS Academy® online courses or want your own comprehensive agency online training solution to offer your own courses, manage and track instructor-led training events, test internal policy & procedures, or simply want to enroll a few officers into OSS Academy® courses ... we can help!

OSS Academy® provides 130+ Texas Commission on Law Enforcement (TCOLE) approved *Basic, Intermediate, and Elective* quality online law enforcement, corrections, and telecommunications training courses (course listings attached or visit us at www.ossfirst.com).

Operating under TCOLE Academy Number 513940, OSS Academy courses include critical peace officer, jailer, and 911 telecommunications training. With over 21,000 happy clients, our adult based

learning programs are interactive, and are in use by numerous professional public safety entities throughout Texas and the United States. Our Subject Matter Experts and staff instructors have taught throughout the U.S., and in such places as the Virgin Islands, Puerto Rico, Panama, Viet Nam, and the Aleutian Islands. The average tenure of OSS Academy® staff exceeds 20+ years, and numerous POST certified classroom and firearms certifications.

... I want to thank you for everything. OSS has made my life easy and our licensed personnel's licenses easier to obtain. You are very much appreciated and I just absolutely love Karen and Sydney. They always are a joy in speaking with. I use OSS for everything and refer non-employees to y'all as well.

- S. Smithers, Training Coordinator

The online classes are awesome and our officers and dispatchers are very thankful. Your staff has been great and have really made this transaction superb.

Thank you and your staff for the professionalism you have displayed to our department.

- B. Snell, Texas Peace Officer & Investigator

OSS Academy Training Testimonials: <http://www.policetrainingcenter.com/training/law-enforcement-training-testimonials/page140.html>

Sign-Up Bonus

We are currently offering an Annual Agency Contract special ... **sign up by Monday, December 30, 2019** and 169 of your officers receive annual access to all of the OSS Academy course libraries [see listings attached]:

- TCOLE Electives
- TCOLE Basic & Intermediate
- TCOLE & OSS Specialized & A La Carte courses
 - Courses not listed but may be individual or bulk purchased with a 25% agency discount include:
Course Title, Hour(s)
Basic Civil Process #3131, 21
Civil Issues Facing Street Officer, 3
Court Security Officer #10999, 12
Court Security Specialist Update #21015, 4
Evading Honesty, 8
NAPPI Community Safety, 4
NAPPI Total Verbal De-escalation, 13
Smugglers, Inc., 16
Supplemental Peace Officer #1018, 120

OSS Academy Courses & Services

We are excited to offer access to the following services:

- Hays County Sheriff's Office branded online Learning Management System (LMS), here are a few samples:
 - Denton County Sheriff's Office: <https://dentoncountytso.ossfirst.com/ets/home>
 - Farmers Branch Police Department: <https://farmersbranchpd.ossfirst.com/ets/home>
 - Rockwall County Sheriff's Office: <https://rockwallcountytso.ossfirst.com/ets/home>
 - University of Texas Medical Branch: <https://utmb.ossfirst.com/ets/home>
- 169 staff access
- Capabilities including but not limited to:

- Launch your own courses or distribute agency policy & procedures, test, and document
- Administrative ability to track staff reports, course access, completion dates, course completion certificates, etc.
- Track live-training events
- And much, much more
- \$4,453 annually
 - *Additional staff may be added for \$29.55/each*
 - *Subscription & Product Licensing offer is valid for forty-five (45) days*

Billing & Payment

Whatever is good for your agency is good for us! If acceptable to you ... just let us know billing information and Karen will send an invoice (for purchase order, credit card, or check) payment.

Highlights

- No other provider in the State of Texas offers more TCOLE Basic & Intermediate and Elective courses online. Not one ...
- Our offer to the Hays County Sheriff's Office includes a cutting-edge and robust Learning Management System. Truly, there are so many features you will not use most of them.
- Texas-based, Texas-raised, and Texas-proud. OSS Academy is local to Houston and located in Spring, Texas.
- OSS Subject Matter Experts include:
 - International Interview & Interdiction Experts
 - Court Security Experts
 - Texas Chiefs of Police
 - Former Major and Captain/Director at Harris County SO
 - Instructional Designer holds a Master's Degree
 - Current and former Texas Peace Officers and Jailers
- No limit to the number of times an officer may enter/exit a course or the final exam(s)
- No restrictions on the amount of time it takes to complete an OSS Academy course
- OSS Academy reports credit hours to TCOLE 4 to 5 times each week [excluding U.S. Federal holidays]

We really appreciate the opportunity serve you and your team.

Blessings to you and your family,

Your Friend and Servant,

OSS Academy®

David Lee Salmon II
Training Coordinator

Business:

19018 Candleview Drive

Spring, Texas 77388

B. Phone: 281-288-9190 X 205

B. Fax: 281-288-7019

Email: david.salmon2@policetrainingcenter.com

OSS LEA Website: www.ossrisk.com

OSS Academy® Website: www.policetrainingcenter.com



[Advanced Human Trafficking #3271](#) • [Arrest, Search, and Seizure #2108](#) • [Asset Forfeiture #3255](#) • [Basic Civil Process #3131](#) • [Body Worn Cameras #8158](#) • [Child Abuse Prevention & Investigation #2105](#) • [Child Safety Check Alert List #4068](#)
[Civilian Interaction Training #30418](#) • [Combined Asset Forfeiture & Racial Profiling #3257](#) • [Court Security Officer #10999](#) • [Court Security Specialist Update #21015](#) • [Crisis Communications for Emergency Telecommunicators #2120](#) • [Cultural Diversity #3939](#)
[Eyewitness Evidence #3286](#) • [Field Training Officer #3702](#) • [Gangs #3283](#) • [Human Trafficking #3270](#) • [Identity Theft Crimes #3277](#) • [Inmate Rights and Privileges #3502](#) • [Interpersonal Communications in Corrections #3503](#) • [Law Enforcement Ethics #3920](#)
[Missing and Exploited Children #3275](#) • [New Supervisor \(First-Line\) #3737](#) • [Peace Officers & Open Carry Training #8837](#) • [Racial Profiling #3256](#) • [Spanish for Law Enforcement Distance #2110](#) • [Special Investigative Topics #3232](#)
[Suicide Detection and Prevention in Jails #3501](#) • [Supplemental Peace Officer #1018](#) • [TDD/TTY for Telecommunicators #3812](#) • [Texas Advisory Board Training #3003](#)
[Texas State & Federal Law Update #3186](#) • [Traumatic & Acquired Brain Injury #4066](#) • [Use of Force #2107](#) • [Use of Force in Jail Settings #3504](#)



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From: OSS Academy® <no-reply@wufoo.com>

Sent: Friday, November 1, 2019 9:56 AM

To: customer.service@policetrainingcenter.com; sydney.foster@policetrainingcenter.com; megan.manus@policetrainingcenter.com

Subject: Contact Request for OSS Academy®

Name	Ryan Watkins
Email	ryan.watkins@co.hays.tx.us
Phone Number	(512) 393-7809
Organization	Hays County Sheriff's Office
How Can We Help?	QuickQuote (staff estimate?)
Questions & Comments	Approx 200 Peace Officers Approx 220 Corrections Would like an estimate regarding allowing employees to access the online TCOLE required courses

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 a \$4,260 On-Site Service Agreement with Smith's Detection related to Preventative Maintenance for the Sheriff Office X-Ray Machines located at the Government Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	\$4,260

LINE ITEM NUMBER

001-618-00.5411

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	BECERRA	N/A

SUMMARY

The Sheriff's Office is requesting approval of an x-ray service agreement for Smith's Detection, Model # HS6040DS, Serial # 110899. The machine is currently broken and nonfunctional; the agreement will provide repairs, a replacement keyboard, and yearly PMI and RAD service. The annual cost of the agreement is \$4,260 and is more cost effective for the service agreement than repairs. Funding for the service agreement is available in the Sheriff's Office Equipment Maintenance & Repair operating budget.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a \$30,170.32 service agreement renewal with Appriss Safety for the FY20 Victim Information and Notification Everyday (VINE) Grant Program funded through the Office of the Attorney General (OAG).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	N/A

LINE ITEM NUMBER

001-618-99-004.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	BECERRA	N/A

SUMMARY

The VINE Program is administered by the OAG to provide a statewide automated system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety, and support the rights of victims of crime. Appriss Safety is the provider selected by the OAG to support the VINE program. The renewal agreement shall not exceed \$30,170.32. The OAG SAVS grant program will cover the expenses for these services.

Contract Number: 20192044900-396-01
Contract Period: 09/01/2019-08/31/2020

Attachment:
Participating Entity Services Agreement For The Statewide Automated Victim Notification Service (SAVNS)

PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No. 20192044900-396-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts. ("Participating Entities")

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS OAG has certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between Hays County, Texas ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

SECTION 1: CONTRACT TERM. This Contract shall commence on September 1, 2019 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2020. ("Initial Term"). This Contract may be renewed for four (4) additional one (1) year renewal terms (each a "Renewal Term"), only to the extent the OAG Certification Contract, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Contract, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

SECTION 2: CONTRACT DOCUMENTS.

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in descending order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
5. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.
6. Vendor written response to submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response")

however the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the “Scope of Work” or “SOW”) which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 (“Project”).

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the “Participating Entity Services”):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: “Classic VINE” and “Enhanced VINE.” Appriss has been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Appriss’s long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to www.vinelink.com. They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) **“VINE Software”** means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts as outlined in Section 3.2(d) and pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

Named Entity Participating Entities

County Jail [Yes] | District Court [Yes] | County Court [No]

3.3 Ownership of Vendor Intellectual Property; Licenses. Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the “Intellectual Property”) in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG’s internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

SECTION 4: SCHEDULE

4.1 Time is of the Essence. Time is of the essence in rendering of Participating Entity Services required by this Contract.

4.2 Performance Schedule. The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties (“Schedule”) which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

SECTION 5: COMPENSATION AND INVOICING

5.1 Payments for Services Rendered. The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index (“Agreed Pricing Index”) incorporated herein as Exhibit B and pursuant to the terms of this Contract.

5.2 Recurring Fees. The Parties stipulate and agree that the Named Entity’s total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor’s duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$7,542.58 per calendar quarter. (“Quarterly Fee”).

5.3 Invoicing. The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

5.4 Invoice Submission. Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor’s performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

SECTION 6: ADDITIONAL SERVICES

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

SECTION 7: PERFORMANCE REPORTING AND REMEDIES

7.1 Performance Reports.

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

SECTION 8: WARRANTIES

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) “Authorized Employees” shall mean Vendor’s employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) “Authorized Persons” shall mean (i) Authorized Employees; and (ii) Vendor’s contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) “Named Entity Protected Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) “Personal Identifiable Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) “Named Entity’s Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) “Security Breach” means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(f) “Sensitive Personal Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by

all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
 - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

(b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013 ,Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: _____ and by e-mailing Named Entity with a read receipt at _____ and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and

- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnatee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents. Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

SECTION 10: CONFIDENTIALITY

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named

Entity will make a determination whether to submit a Public Information Act request to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

SECTION 11: TERMINATION

11.1 Termination by Vendor. Vendor may terminate this Contract in Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In

the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 11 (“Confidentiality”) shall survive the termination of this Contract.

SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY’S USE OF ANY DELIVERABLE

SECTION 13: GENERAL

13.2 Notice. All notices under this Contract shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To NAMED ENTITY: _____

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14.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an assignment for these purposes.

14.5 Dispute Resolution. **[Intentionally left blank]**.

14.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Hays County, Texas.

14.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

14.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Signature Page Follows]

Appriss Inc. BY:



Signature

11/4/2019

Date

Joshua P. Bruner

Name

EVP Operations & GM Victim Services & Programs

Title

Named Entity BY:

Signature

Date

Name

Title

EXHIBITS TO THIS CONTRACT:

EXHIBIT A - Executed OAG Certification Agreement

EXHIBIT B – Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

EXHIBIT C – Vendor’s List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for RFQ 2020-Q04 Wimberley Valley Trail Extension and Multi-Modal Project and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE

CONSENT

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Hays County is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit proposals from qualified consultants interested in providing professional engineering and other design support services related to a Wimberley Valley Multi-Modal and Trail Extension Project in Precinct 3.



SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: RFQ 2020-Q04 Wimberley Valley trail Extension and Multi-Modal Project		Date Issued: November 20, 2019	
SOLICITATION			
Respondents must submit qualifications as listed: two (2) originals and one (1) digital copy on a thumb drive Qualifications will be received at the Hays County Purchasing Office at the address shown above until: 2:30 p.m. local time December 19, 2019. Qualifications received after the time and date set for submission will be returned unopened.			
For information please email: purchasing@co.hays.tx.us		Questions concerning this RFQ must be received in writing no later than 5:00 on December 12, 2019.	Phone No.: (512) 393-2267
OFFER (Must be fully completed by Respondent)			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.			
Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
NOTICE OF AWARD (To be completed by County)			
Funding Source:	Awarded as to item(s):	Contract Amount:	
Vendor:		Term of Contract:	
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:	
Important: Award notice may be made on this form or by other Authorized official written notice.			
	Attest:	Approved as to Form:	
 Ruben Becerra, Hays County Judge	 Elaine Cardenas, Hays County Clerk	 Hays County Office of General Counsel	

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I. RFQ Submittal Checklist

Notice to Vendors: Ensure that the following are included as a part of your Statement of Qualifications:

- ___ 1. Solicitation, Offer and Award completed and signed
- ___ 2. Vendor Reference Form
- ___ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ___ 4. Conflict of Interest Questionnaire completed and signed
- ___ 5. Code of Ethics signed
- ___ 6. HUB Practices signed
- ___ 7. House Bill 89 Verification signed and notarized
- ___ 8. Senate Bill 252 Certification
- ___ 9. Debarment & Licensing Certification signed and notarized
- ___ 10. Vendor/Bidder's Affirmation completed and signed
- ___ 11. Federal Affirmation and Solicitation Acceptance completed and signed
- ___ 12. Any addenda applicable to this solicitation
- ___ 13. Two originals of the proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

1. **Type of Solicitation:** Request for Qualifications
2. **Solicitation Number:** RFQ 2020-Q04
Wimberley Valley Trail Extension and Multi-Modal Project
3. **Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed Summary of Qualifications marked with Solicitation
Respondent Name on the outermost envelope
Two (2) originals and one (1) digital copy on a thumb drive
5. **Deadline for Responses:** In issuing office no later than:
December 19, 2019; 2:30 p.m. Central Time (CT)
6. **Initial Contract Term:** Approximately **January 2020** through project completion
7. **Optional Contract Terms:** none
8. **Designated Contact:** Hays County Purchasing Email: purchasing@co.hays.tx.us
9. **Questions & Answers:** Questions regarding this solicitation must be made in writing
and submitted to the designated contact above no later than **December
12, 2019; 5:00 p.m. CT. Telephone inquiries will not be accepted.**
Questions may be submitted by email to the address above. Answers to
questions will be provided in the form of an addendum posted on
CivicPlus and ESBD.
10. **Addenda** Any interpretations, corrections or changes to this RFQ and
specifications will be made by addenda. Sole issuing authority of
addenda shall be vested in the Hays County Purchasing Office. It is the
Respondent's responsibility to acknowledge receipt of all addenda with
qualification submission.
11. **Contact with County Staff:** Upon issuance of this solicitation, employees and
representative of Hays County, other than the Purchasing Office staff
identified as the Designated Contact above, will not discuss the contents
of this solicitation with any Respondent or its representatives. Failure of
a Respondent or any of its representatives to observe this restriction
may result in disqualification of any related offer. This restriction does
not preclude discussions between affected parties for the purpose of
conducting business unrelated to this procurement.

III. Specifications

A. Introduction

Hays County, Texas (“County”) is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit proposals from qualified consultants interested in providing professional engineering and other design support services related to a Wimberley Valley Multi-Modal and Trail Extension Project in Precinct 3.

The County intends to use this RFQ process to assist in efficiently selecting qualified professionals. Any entity may submit a response to this RFQ provided it is qualified to perform the scope of services described herein.

The County will select entities who demonstrate, through their response to the RFQ, an ability to provide required services. An evaluation committee (“Committee”) will review the submitted qualifications. The Committee will evaluate and score all submissions and determine the most competent and qualified applicant. The County will then select the highest ranked firm with whom to negotiate a contract. If a contract agreement cannot be reached, the County will move to the second highest scoring respondent and conduct negotiations. This process will continue until a contract agreement is reached.

During the evaluation process, the Committee and the County reserve the right, where it will serve the County’s best interest, to request additional information or clarifications from submitting entities, or to allow corrections of errors or omissions in a submittal. At the County’s discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

The County is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform services for the County.

The County reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the County or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of a response to this RFQ, or any other related costs. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County.

All portions of each statement of qualifications shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General.

B. Background

The Wimberley Valley Multi-Modal and Trail Extension Project is an effort by Hays County to identify routes, study, and design the extension of Winters Mill Trail and additional trails in Precinct 3, along with the creation of multi-modal infrastructure in other areas of the Wimberley Valley.

The project will involve inventory and evaluation of existing bicycle, pedestrian and multi-use trails and their connections to parks, greenspaces, neighborhoods, employment centers, shopping areas, schools and other community resources. Recommend connector trails/bike lanes/sidewalks that will seek to improve the quality of life and health for residents. The network will also attract tourists and thereby improve the local economy. The project will include recommendations for implementation strategies for local governments and will identify funding

strategies along with prioritization and coordinate of separate efforts being implemented by other entities.

Primary stakeholders and project partners in this study will include Hays County, the City of Wimberley, the City of Woodcreek, and representatives of other entities, agencies, and miscellaneous interested groups.

The future improvements to be considered in this study will involve ROW acquisition and utility relocation along State, County, and City roadways and within State, County, City, and private property.

Firms or individuals interested in being considered for this project should submit a Statement of Qualifications in compliance with the enclosed instructions. The successful Applicant will be asked to enter into a contract with Hays County to provide professional services. All applicant firms must have requisite experience in roadway design.

The purpose of this request is to identify a firm or firms qualified to conduct:

1. Multi-modal infrastructure planning and design that may include: the development of a multi-modal infrastructure master plan for the Wimberley Valley, the design of trails, bike lanes, and sidewalks that may or may not be integrated alongside roadways, the design of related drainage and storm water management systems, the design of multi-modal facilities that meet the needs of disabled persons.
2. Prepare various engineering documents that may include: maps, conceptual/schematic drawings, plans, specifications, estimates, traffic studies, and environmental analysis.
3. Great emphasis will be placed on investigation of possible funding sources and the submission requirements of each. Procurement and DBE requirements must be clearly outlined for each possible funding source.
4. ROW acquisition services and associated eminent domain expertise will be a minor factor in this planning effort; however professional advice in these areas will be needed.
5. Physical location of utilities, utility relocation options, and preliminary provider contact will be required as part of this planning process.

C. Scope of Work

The successful applicant shall be required to:

1. Work with County Staff, City Staff, stakeholder groups and other consultants to meet the objectives of this Request For Qualifications.
2. Consider design input provided by the Hays County Transportation Department, TXDOT, and/or other consultants designated by the Transportation Department.
3. Review research and documentation provided by Hays County and other entities.
4. Meet with County staff, City Staff, stakeholder groups, and/or consultants designated by the Transportation Department as needed or requested during the course of the Project.
5. Provide design parameters for use as guidelines in final PS&E preparation.
6. Submit periodic Project Status Reports to Hays County, or its designees, to keep the County informed as to the progress of the project. These reports must accompany the Project invoices and shall be a condition for approval of the invoices. Reports shall be submitted no less often than every 30 days.
7. For all documents that are produced electronically, provide an electronic copy by email attachment or on CD or other electronic media to the Director of Transportation (or his designee).

D. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- Two (2) original proposals with required forms manually signed by Respondent with original signatures

- One (1) digital copy of the full proposal with all required forms and any Appendix material on a thumb drive

Proposal shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including: a) Letter of Transmittal; b) Title Page; c) Table of Contents; d) Appendix materials; and, e) front and rear covers. Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 20-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The SOQ must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Required forms (see Section I. RFQ Submittal Checklist) do not count towards the 20-page limit.

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

ADDENDA: Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

E. Evaluation Criteria

The award shall be made to the responsible respondent whose qualification is determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualifications. Each respondent, by submitting qualifications, agrees that if their qualifications are accepted by the Commissioners Court, such respondent will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this qualification and contract.

The Evaluating Committee will evaluate Firm/Attorney qualifications based on a comprehensive set of criteria. Qualifications received shall be evaluated and ranked by the County according to the following criteria:

1. Team's Experience

20 points

- State whether the firm is local, regional, national, or international. Identify number of transportation design staff at the local (Austin-San Marcos-San Antonio area) and state (Texas) levels.
- Give the location of the primary office(s) which will provide the service to the County.
- Describe your team's organizational structure, including specific roles, responsibilities, and qualifications and location of the individuals who will do the work. Verify in the form of a written statement that the proposed team individuals are currently employed, either by the prime or sub- provider.

2. Project Lead (Past 10 years)

15 points

- Identify and describe the qualifications within the past 10 years of a Project Lead who demonstrates history and success with projects of similar scope, budgets, and clients as the project(s) described in this solicitation. The Project Lead must be licensed to practice in the State of Texas and shall be responsible for and in charge of all work performed on this project.

3. Previous Work Performance (Past 10 years)

30 points

- Describe the firm's experience in providing the services being requested in the "Background" and "Scope of Work" sections and in particular, indicate the firm's experience working on county and Texas Department of Transportation projects.
- Provide a list and description of current on-going road projects in Texas and the associated client.
- Provide a list of at least five (5) similar projects completed within the last 10 years or ongoing projects that have been initiated within the last five (5) years. The list should include the project location, description, project construction cost including base construction cost and total change order cost, description of change orders, construction completion date, services provided by your firm for the project, and an owner contact name and phone number.

4. Project Approach

15 points

- Provide a brief project approach for addressing the needs and concerns identified on project.
- Describe your firm's approach to design of the project and plan for mitigating impacts to existing infrastructure/improvements.
- Identify anticipated deliverables and major milestones.
- Explain your firm's quality control and quality assurance plan for design projects and how it relates to work performed by subconsultants.

5. Capacity to Perform Tasks

20 points

- Explain the firm's capacity and availability to perform the Project.
- Outline a time frame for completing the services and setting appropriate deadlines.
- Furnish the County with any additional information considered essential to your submission

Maximum Total Points**100 Points**

Any or all of the following TxDOT pre-certified work categories will be considered in evaluating firm qualifications:

1.5.1 Feasibility Studies;
1.7.1 Traffic Demand Modeling;
1.8.1 Public Involvement;
2.1.1 Traffic Noise Analysis;
2.2.1 Air Quality Analysis;
2.3.1 Wetland Delineation;
2.3.2 Conditional/Functional Assessment;
2.4.1 Nationwide Permit;

2.4.2 Clean Water Act §404 (Title 33, United States Code §1344) Permits (including mitigation and monitoring);
2.4.3 U.S. Coast Guard (General Bridge Act) and U.S. Army Corps of Engineers (Section 10) (Title 33, United States Code §403) Permits;
2.6.2 Impact Evaluation Assessments;
2.6.4 Biological Evaluations/Assessments;

2.7.1 Parks, Recreational Area, and Refuges §4(f) (Title 23, United States Code of Federal Regulations §771.135) and/or §6(f) (Title 49, United States Code §303) Evaluations;
 2.7.2 Historic Sites §4(f) (Title 23, United States Code of Federal Regulations §771.135) Evaluations;
 2.10.1 Archeological Surveys, Documentation, Excavations, Testing Reports and Data Recovery Plans;
 2.12.1 Socio-Economic and Environmental Justice Analyses;
 2.14.1 Environmental Document Preparation;
 2.15.1 Historical Research of Extant Historic Buildings, Structures, Landscapes, and Objects;
 2.15.2 Historical Surveys and Documentation of Historic Buildings, Structures, Landscapes and Objects;

3.2.1 Route Studies and Schematic;
 4.2.1 Roadway Design;
 7.1.1 Traffic Engineering Studies;
 8.6.1 Rail-Highway Design;
 9.1.1 Bicycle and Pedestrian Facility Development;
 10.1.1 Hydrologic Studies;
 10.2.1 Roadway Hydraulic Design;
 10.3.1 Bridge Hydraulic Design;
 15.1.1 Right of Way Surveys;
 15.1.2 Design Survey;
 15.3.1 Aerial Photogrammetry;
 15.3.2 Terrestrial Photogrammetry;
 15.3.3 Terrestrial LiDAR;
 15.3.4 Mobile and Aerial LiDAR;
 15.3.5 Horizontal and Vertical Control;
 15.5.1 State Land Surveying.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

THE CONTRACT AWARD shall be based on but not necessarily limited to, the following factors:

- Vendor's qualifications & competency
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability
- Vendor's references

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent on the basis competence and qualifications.

F. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFQ, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFQ does not commit the County to award a contract, issue a

purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ. SOQs may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each SOQ should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written SOQ.

Contractor or Individual's Obligation Regarding Evaluation

- a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the SOQ. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQ.
- b. SUBMITTER REVIEW OF RFQ. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.
- c. ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

- a. waive any defect, irregularity, or informality in any submission or RFQ procedure;
- b. extend the RFQ closing time and date;
- c. reissue this RFQ in a different form or context;
- d. procure any item by other allowable means;
- e. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
- f. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
- g. require additional information from a contractor concerning contents of its RFQ submittal and/or require additional evidence of qualifications;
- h. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ;
- i. extend any contract when most advantageous to the County, as set forth in this RFQ.
- j. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation;
- k. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- l. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR
- m. exercise any other right reserved or afforded to Hays County under this RFQ. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

G. Elements of a Contract

1. RFQ. This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).
2. SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES. The SOQ submitted by a contractor or individual is an indication of the ability of the contractor or individual to perform the requested services.
3. AWARD IS ACCEPTANCE. The selection of a contractor or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.
4. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.
5. AGREEMENT; EXCEPTIONS.
 - a. Submission of an SOQ is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
 - b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.
 - c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected contractor or individual.
 - d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.
6. CONFIDENTIALITY OF DOCUMENTS.
 - a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
 - b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.
 - c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.
7. MISCELLANEOUS.
 - a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the contractor.

- b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.
 - c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.
 - d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.
8. **NON-NEGOTIABLE TERMS.** The following terms or conditions are not negotiable:
- a. **Unfunded Liability.** The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
 - b. **Indemnification.** The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
 - c. **Advance Payments.** The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFQ or resulting contract.
 - d. **Gift of Public Property.** The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
 - e. **Procurement Laws.** The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
 - f. **Limitation of Liability.** The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
 - g. **Attorney's fees; Legal Costs.** The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
 - h. **Venue; Applicable Law.** This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

H. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. The successful respondent agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. Any contract executed as a result of this RFQ shall be governed by the laws of the State of Texas.

I. Invoicing

Invoices shall be sent directly to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666 and attention: Accounts Payable. Payments will be processed after notification that all services have been rendered satisfactorily, no unauthorized services have been rendered, and no items which were not included in this solicitation are included in the invoice.

IV. General Terms And Conditions For Solicitations Applicable To: Request for Qualifications (RFQ)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFQ and negotiated cost proposal.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
- a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract. For this project

there is no specific HUB participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which

reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Qualifications;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$1,000,000.00
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Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-393-2283.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 300px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

VII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

VIII. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

IX. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

Date

X. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XI. Debarment and Licensing 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

XII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIII. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Wages

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding

\$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XIV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

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 Auditor's Office to purchase one replacement Dell Latitude 5500 with Docking capabilities valued at \$1,239.03 for the Internal Audit Division and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	\$1,240

LINE ITEM NUMBER

001-606-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

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

SUMMARY

The Auditor's Office is requesting approval to purchase one replacement laptop for the Internal Audit Division. The current laptop utilized has malfunctioned, is no longer under warranty and will be cost prohibitive to repair. Salary savings due to attrition are available to fund this purchase.

Budget Amendment:

(1,240) - Decrease Staff Salaries: 001-606-00.5021
35 - Increase Data Supplies: 001-606-00.5202
1,205 - Increase Computer_Ops: 001-606-00.5712_400

Attachment: Dell Quote No. 3000050175575.1
DIR-TSO-3763
Contract #75AHH



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. 3000050175575.1
Total \$1,239.03
Customer # 9657350
Quoted On Nov. 13, 2019
Expires by Dec. 13, 2019
Deal ID 17318888

Sales Rep Chris Minchew
Phone (800) 456-3355, 5138843
Email Chris_Minchew@Dell.com
Billing To ACCOUNTS PAYABLE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE
1071
SAN MARCOS, TX 78666-6247

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

Product	Unit Price	Qty	Subtotal
Dell Latitude 5500	\$959.85	1	\$959.85
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$34.39	1	\$34.39
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	\$48.00	1	\$48.00

Dell Dock- WD19 130w Power Delivery - 180w AC	\$157.08	1	\$157.08
Dell Adapter 65-Watt Type-C with 1M Power Cord, Cus Kit	\$39.71	1	\$39.71

Subtotal:	\$1,239.03
Shipping:	\$0.00
Non-Taxable Amount:	\$1,239.03
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,239.03

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

Shipping Group Details

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

Dell Latitude 5500		\$959.85	Qty 1	Subtotal \$959.85
Estimated delivery if purchased today: Nov. 20, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Latitude 5500 BTX Base	210-ARXH	-	1	-
8th Generation Intel Core i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W, vPro-Capable)	379-BDLC	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics	338-BRKT	-	1	-
Intel vPro Technology Enabled	631-ACBI	-	1	-
16GB, 1x16GB, DDR4 Non-ECC	370-AECT	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BDXG	-	1	-
15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	391-BEJJ	-	1	-
US English Keyboard Backlit with 10 Key Numeric Keypad Dual Pointing	583-BFBO	-	1	-
No Mouse	570-AADK	-	1	-
Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEUN	-	1	-
Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEDV	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
4 Cell 68Whr ExpressCharge™ Capable Battery	451-BCIP	-	1	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	1	-
Dual Pointing, Touch Fingerprint Reader, Displayport over USB Type-C	346-BFLJ	-	1	-
Fixed Hardware Configuration	998-DLRI	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-

Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell Latitude 5500 SRV	658-BEGF	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
Direct ship Info Mod	340-AAPP	-	1	-
Smart Select MIN SHIP (DAO/BCC)	340-CMEP	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
8th Gen Intel Core i5 vPro processor label	389-CGJO	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
No Option Included	340-ACQQ	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Latitude 5500 bottom door	321-BELH	-	1	-
ENERGY STAR Qualified	387-BBNO	-	1	-
US Power Cord	450-AAEJ	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
US Order	332-1286	-	1	-
Smart Selection Shipment (S)	800-BBQI	-	1	-
EAN label	389-BKKL	-	1	-
Setup and Features Guide	340-CMFK	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-
			Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black		\$34.39	1	\$34.39
Estimated delivery if purchased today: Nov. 22, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	A8685380	-	1	-
			Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0		\$48.00	1	\$48.00
Estimated delivery if purchased today: Nov. 20, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	470-ABQN	-	1	-
			Qty	Subtotal
Dell Dock- WD19 130w Power Delivery - 180w AC		\$157.08	1	\$157.08
Estimated delivery if purchased today:				

Nov. 20, 2019
Contract # 75AHH
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 130 PD	210-ARIQ	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-
			Qty	Subtotal
Dell Adapter 65-Watt Type-C with 1M Power Cord, Cus Kit			1	\$39.71

Estimated delivery if purchased today:

Nov. 20, 2019

Contract # 75AHH

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter 65-Watt Type-C with 1M Power Cord, Cus Kit	492-BCBI	-	1	-

Subtotal:	\$1,239.03
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$1,239.03
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <http://www.dell.com/terms> or www.dell.com/oemterms); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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 Justice of the Peace Pct. 2 Office to purchase one replacement Fujitsu fi-7180 Scanner valued at \$1,500.39 utilizing the Justice Court Technology Fund and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	\$1,501

LINE ITEM NUMBER

112-627-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

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

SUMMARY

The JP2 Office is requesting approval to purchase one replacement scanner for the front office staff. The current scanner utilized has malfunctioned and is not repairable. Funds are available in the JP Technology Fund for this purchase. No General Funds are required.

Budget Amendment:

Decrease Data Supplies: 112-627-00.5202

Increase Computer_Ops: 112-627-00.5712_400

Attachment: Dell Quote No. 3000050288606.1

DIR-TSO-3763

Contract #75AHH



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. 3000050288606.1
Total \$1,500.39
Customer # 9657350
Quoted On Nov. 14, 2019
Expires by Dec. 14, 2019

Sales Rep Chris Minchew
Phone (800) 456-3355, 5138843
Email Chris_Minchew@Dell.com
Billing To ACCOUNTS PAYABLE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE
1071
SAN MARCOS, TX 78666-6247

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	Shipping Method
Recv Dept HAYS COUNTY 712 SOUTH STAGECOACH TRAIL STE. 1206 IT SAN MARCOS, TX 78666 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
Fujitsu fi-7180 - document scanner - desktop - USB 3.0	\$1,500.39	1	\$1,500.39

Subtotal:	\$1,500.39
Shipping:	\$0.00
Non-Taxable Amount:	\$1,500.39
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,500.39

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

Shipping Group Details

Shipping To	Shipping Method
Recv Dept HAYS COUNTY 712 SOUTH STAGECOACH TRAIL STE. 1206 IT SAN MARCOS, TX 78666 (512) 393-2273	Standard Delivery

Fujitsu fi-7180 - document scanner - desktop - USB 3.0	\$1,500.39	Qty 1	Subtotal \$1,500.39
Estimated delivery if purchased today: Nov. 21, 2019 Contract # 75AHH Customer Agreement # DIR-TSO-3763			

Description	SKU	Unit Price	Qty	Subtotal
Fujitsu fi-7180 - document scanner - desktop - USB 3.0	A7483433	-	1	-

Subtotal:	\$1,500.39
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,500.39

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <http://www.dell.com/terms> or www.dell.com/oemterms); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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

Ratify the purchase of one (1) replacement AO Smith 110v Water Heater valued at \$1,712.31 for the Precinct 5 Satellite Offices and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	\$1,713

LINE ITEM NUMBER

001-695.00-5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	JONES	N/A

SUMMARY

The Building Maintenance Department secured SI Mechanical for replacement of a Hot Water Heater at the Pct. 5 satellite office. SI Mechanical is the county vendor for plumbing services awarded through RFP 018-P03.

Budget Amendment:

(\$1,713) - Decrease Bldg Maint & Repair .5451
\$1,712 - Increase Misc. Eqpt_Ops .5719_400



Proposal

October 29, 2019

TACLA00045892C

M-40866

To: Hays County - PCT5

Attn: Chris Deichmann

Re: Replace Water Heater

0Model#

0Serial#

0Unit#

We propose to install the HVAC and/or PLUMBING WORK as outlined in the scope of work below.

Labor	Hours	Rate	Materials & Tools	Subcontractors
Tech(s).....	6	\$95.00	Materials..... \$601.85	Rental(s)..... \$0.00
Hepler(s)...	6	\$65.00	Markup per contract... 25%	Crane..... \$0.00
Total.....		\$960.00	Total..... \$752.31	Total..... \$0.00

HVAC \$1,712.31

Tax 8.25% \$0.00

Total Price \$1,712.31

Scope of Work:

1. Furnish and install: (1) AO Smith 00gal 110v Water Heater and materails.
2. Disassemble and remove old water heater.
3. Install new AO Smith water heater.
4. Pressure test system.
6. Evacuate and re-charge new coil.
5. Startup new system and check operation.
6. Clean up work area.

Bid Clarifications:

1. No sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. Removal of walls or ceiling to access "the work"
5. No fire alarm or smoke detectors.
6. No roofing.
7. Cutting and patching

Please authorize this repair. Parts have not been ordered. Parts will have to be ordered and then repair can be scheduled

Sincerely,

Josh Abbott
Service Department
512-429-2790

Signed:

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.
2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.
3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.
4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.
- The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.
5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.
6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.
7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.
8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.
9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.
10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.
11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB)_ on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.
12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.
13. SI Mechanical, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. SI Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.
14. SI Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.

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

Ratify the execution of the Agency Agreement with LeadsOnLine, an on-line investigative tool for the Sheriff's Office; and approve the renewal for \$4,308 as budgeted in the FY20 budget process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 19, 2019	\$4,308

LINE ITEM NUMBER

001-618-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Gary Cutler	INGALSBE	N/A

SUMMARY

A contract renewal is needed in order for the vendor to lock in 2007 pricing for this service. Funds were budgeted during the FY20 budget process. No additional county funds are required.

Attachment: LeadsOnLine Renewal Agreement

November 13, 2019

County Judge
Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To Whom it May Concern:

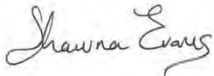
Pursuant to Section VI, Article 6.3, LeadsOnline and Hays County have the option of renewing the Agency Agreement dated January 15, 2007 for the term 10/1/2019 through 09/30/2020 under the same terms, conditions and provisions as originally agreed upon.

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by November 22, 2019.

This form may be mailed, faxed, emailed, scanned or otherwise electronically submitted to confirm contract renewal.

Should you have any questions, please contact me directly at 972-331-7748 or via email, accounting@leadsonline.com.

Best regards,



Shawna Evans
Executive Assistant to
Dave Finley, CEO

 X Yes, we would like to renew per the above mentioned.

 No, we do not wish to renew.

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

DATE

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 approve the selection of K. Friese & Associates to provide preliminary engineering and public involvement services for the proposed RM 150 Extension from RM 12 to US 290; and to authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 19, 2019	N/A

LINE ITEM NUMBER

Fund 034

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding/Michael J. Weaver	SMITH	N/A

SUMMARY

The proposed extension of RM 150 from RM 12 to US 290 has been identified as a high priority safety and mobility project for Precinct 3 and in the County. The project would address preliminary engineering and public involvement tasks, including the conduct of a Citizen Advisory Panel (CAP) process, to further develop (approximately 20% engineering) the planning concepts for the County's development of a 4 to 6 lane major arterial roadway from RM 12 around the southwest side of Dripping Springs to an area near US 290 and Holder Lane. Funding for the project would come from the County's 2016 Road Bond Program Safety/Mobility/(County & State System) Match funding category. Approval of K. Friese & Associates for preliminary engineering and public involvement services would equip the County to proceed with formal project environmental and schematic processes for this important safety and mobility project. K. Friese and Associates has been pre-qualified by Hays County for the requested services. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

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 acceptance of road construction & drainage improvements, release of the subdivision bond #SU1146030 in the amount of \$315,510.25, accept the 2-year maintenance bond #SU1157965 for streets in the amount of \$24,754.74, the 2-year bond #SU1157966 for drainage in the amount of \$7,338.87, and the 1-year revegetation bond #SU1157964 in the amount of \$3,488.00 for Reunion Ranch subd., Phase 2, Section 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 19, 2019	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW. The contractor (CRU) who constructed this section went bankrupt and Taylor Morrison of Texas, Inc. has taken over responsibility during the 2-year maintenance period for any repairs prior to becoming County-maintained roads.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

November 7, 2019

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

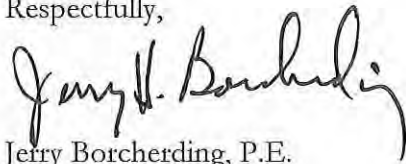
RE: Reunion Ranch subdivision, Phase 2, Section 4

Dear Commissioners and Judge:

Michael Moyer with Taylor Morrison of Texas, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for Reunion Ranch subdivision, Phase 2, Section 4, release the subdivision bond #SU1146030 in the amount of \$315,510.25, and accept the 2-year maintenance bond #SU1157965 for streets in the amount of \$24,754.74, the 2-year bond #SU1157966 for drainage in the amount of \$7,338.87, and the 1-year revegetation bond #SU1157964 in the amount of \$3,488.00. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,



Jerry Borcharding, P.E.

Director

Hays County Transportation

October 28, 2019

Tim Vande Vorde
Operations Superintendent
Hays County Transportation Dept.

Re: Reunion Ranch Phase 2, Section 4 Maintenance Bonds

Dear Tim,

Please find enclosed the required maintenance bonds for Reunion Ranch Phase 2, Section 4. Should you have any questions, or need additional documentation to satisfy the County's subdivision close-out and acceptance process, then please contact me at 737-346-9796.

Sincerely,

Michael Moyer
Land Development Manager
Taylor Morrison

MAINTENANCE BOND

Bond No. SU1157965

KNOW ALL MEN BY THESE PRESENTS:

That Taylor Morrison of Texas, Inc.
11200 Lakeline Boulevard, Ste. 150A Austin, TX 78717,
as Principal, hereinafter called Contractor, and Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300 Jersey City NJ 07311-1107, as Surety, hereinafter called Surety, are held
and firmly bound unto Hays County Judge
111 East San Antonio Street, Suite 300 San Marcos, TX 78666, as Oblige, hereinafter
called Owner, in the penal sum of Twenty Four Thousand Seven Hundred Fifty Four Dollars and
74/100 Dollars (\$ 24,754.74), for payment whereof Contractor
and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

WIIEREAS, Contractor has constructed various public improvements:

Reunion Ranch Ph 2-4; streets

in accordance with the General Conditions, the Drawings and Specifications, which Plans are by
reference incorporated herein, and made a part hercof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any
defects due to faulty materials or workmanship, and pay for any damage to other work resulting
therefrom, which shall appear within a period of two (2) years from the date of substantial
completion of the work provided for in the Plans, then this obligation to be void; otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed
defects with reasonable promptness.

SIGNED and sealed this 15th day of October, 2019.

In the presence of:

[Signature]

Taylor Morrison of Texas, Inc.

Principal (Seal)

By: [Signature]
Michael Slack, Vice President Title



Arch Insurance Company

Surety

By: [Signature]
Joshua Sanford Attorney-in-Fact

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Joshua Sanford

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU1157965

Principal: Taylor Morrison of Texas, Inc.

Obligee: Hays County Judge

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

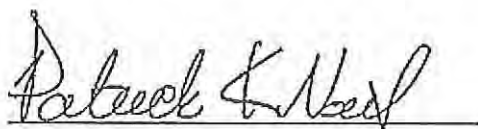
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

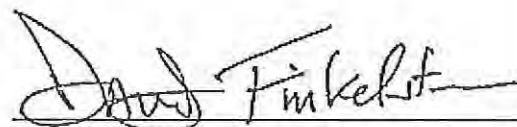
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of September, 2017.

Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary

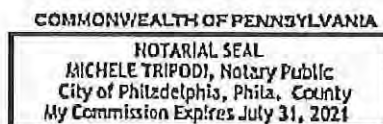
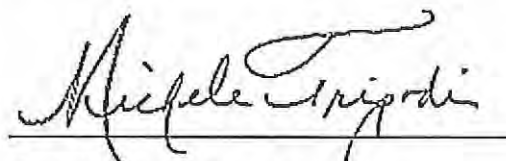



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

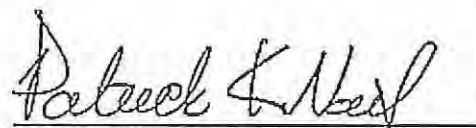



Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 28, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of October, 2019.



Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

1-866-413-5550

You may also write to Arch Insurance Group at:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Arch Insurance Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Arch Insurance Group para informacion o para someter una queja al:

1-866-413-5550

Usted también puede escribir a Arch Insurance Group:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091
Austin, TX 78714-9091
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UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MAINTENANCE BOND

Bond No. SU1157966

KNOW ALL MEN BY THESE PRESENTS:

That Taylor Morrison of Texas, Inc.
11200 Lakeline Boulevard, Ste. 150A Austin, TX 78717,
as Principal, hereinafter called Contractor, and Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300 Jersey City, NJ 07311-1107, as Surety, hereinafter called Surety, are held
and firmly bound unto Hays County Judge
111 East San Antonio Street, Suite 300 San Marcos, TX 78666, as Oblige, hereinafter
called Owner, in the penal sum of Seven Thousand Three Hundred Thirty Eight Dollars and 87/100
Dollars (\$ 7,338.87), for payment whereof Contractor
and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

WIIEREAS, Contractor has constructed various public improvements:

Reunion Ranch Ph 2-4; drainage

in accordance with the General Conditions, the Drawings and Specifications, which Plans are by
reference incorporated herein, and made a part hercof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any
defects due to faulty materials or workmanship, and pay for any damage to other work resulting
therefrom, which shall appear within a period of two (2) years from the date of substantial
completion of the work provided for in the Plans, then this obligation to be void; otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed
defects with reasonable promptness.

SIGNED and sealed this 15th day of October, 2019.

In the presence of:

[Signature]

Taylor Morrison of Texas, Inc.

Principal (Seal)

By: [Signature]
Michael Slack, Vice President Title



Arch Insurance Company

Surety

By: [Signature]
Joshua Sanford Attorney-in-Fact

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Joshua Sanford

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU1157966

Principal: Taylor Morrison of Texas, Inc.

Obligee: Hays County Judge

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

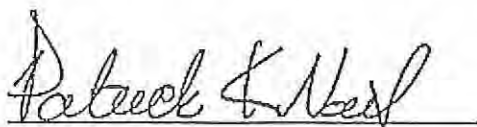
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

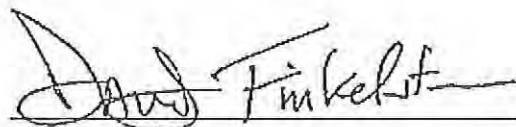
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of September, 2017.

Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary

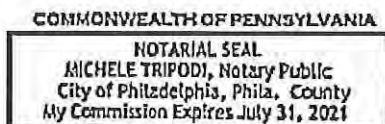



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

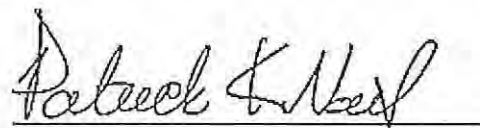



Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 28, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of October, 2019.



Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

1-866-413-5550

You may also write to Arch Insurance Group at:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

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MAINTENANCE BOND

Bond No. SU1157964

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11200 Lakeline Boulevard, Ste. 150A Austin, TX 78717,
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and firmly bound unto Hays County Judge
111 East San Antonio Street, Suite 300 San Marcos, TX 78666, as Oblige, hereinafter
called Owner, in the penal sum of Three Thousand Four Hundred Eighty Eight Dollars and 00/100
Dollars (\$ 3,488.00), for payment whereof Contractor
and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

WIIEREAS, Contractor has constructed various public improvements:

Reunion Ranch Ph 2-4; revegetation

in accordance with the General Conditions, the Drawings and Specifications, which Plans are by
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NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any
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PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed
defects with reasonable promptness.

SIGNED and sealed this 15th day of October, 2019.

In the presence of:

[Signature]

Taylor Morrison of Texas, Inc.

Principal (Seal)

By: [Signature]
Michael Slack, Vice President Title



Arch Insurance Company

Surety

By: [Signature]
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Surety Bond Number: SU1157964

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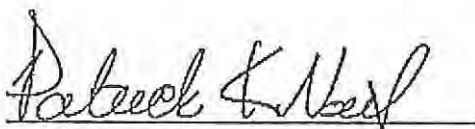
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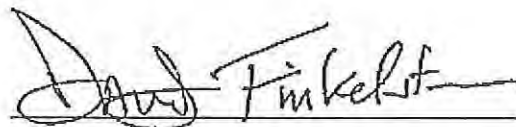
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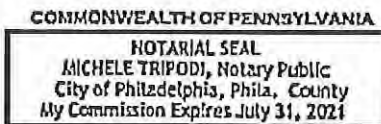
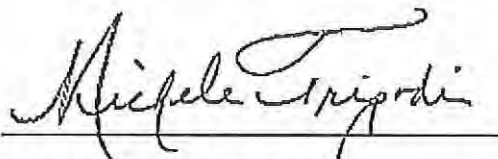



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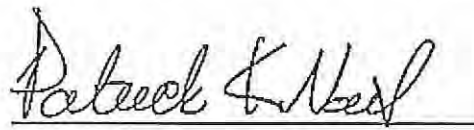



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AGENDA ITEM REQUEST FORM

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

Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement and Resolution of Support between Hays County and the Texas Department of Transportation (TxDOT) for the US 290 at Martin Rd. project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 19, 2019	\$1,485,405

LINE ITEM NUMBER

034-804-96-865.5611_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	SMITH	N/A

SUMMARY

The US 290 at Martin Rd. intersection improvement project is an element of the Hays County 2016 Road Bond Program. Hays County has moved forward with project development of the US 290 at Martin Rd. project, including environmental clearance, construction design, and right-of-way/utility coordination. The Advance Funding Agreement would memorialize the roles and responsibilities of TxDOT and Hays County and is required for TxDOT to advertise, let, and manage construction of the project. TxDOT would contribute a total of \$75,473.00 in State funds, which includes direct State costs, and Hays County would contribute a total of \$1,485,405.00 which includes construction engineering, environmental clearance, right-of-way/utility coordination, and construction funding. The project is estimated to be let for construction by TxDOT in mid-2020.

CSJ #	0113-07-075
District #	14-AUS
Code Chart 64 #	50106
Project Name	US 290 at Martin Rd.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Locally Funded Roadway Improvement Project
On-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **intersection improvement with right turn lanes on westbound US 290 at Martin Road**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

CSJ #	0113-07-075
District #	14-AUS
Code Chart 64 #	50106
Project Name	US 290 at Martin Rd.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	State	Construction Responsibilities	Article 13
5.	Local Government	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of To develop an intersection improvement with right turn lanes on westbound US 290 at Martin Rd. in Hays County described as "Project". Utility and ROW work responsibility will be completed through separate Agreement(s).

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

CSJ #	0113-07-075
District #	14-AUS
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Project Name	US 290 at Martin Rd.

- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.

CSJ #	0113-07-075
District #	14-AUS
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- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

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- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas

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Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

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- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County of Hays Attn.: County Judge 111 E. San Antonio St., #300 San Marcos, Texas 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

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27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Ruben Becerra

Typed or Printed Name

County Judge

Typed or Printed Title

Date

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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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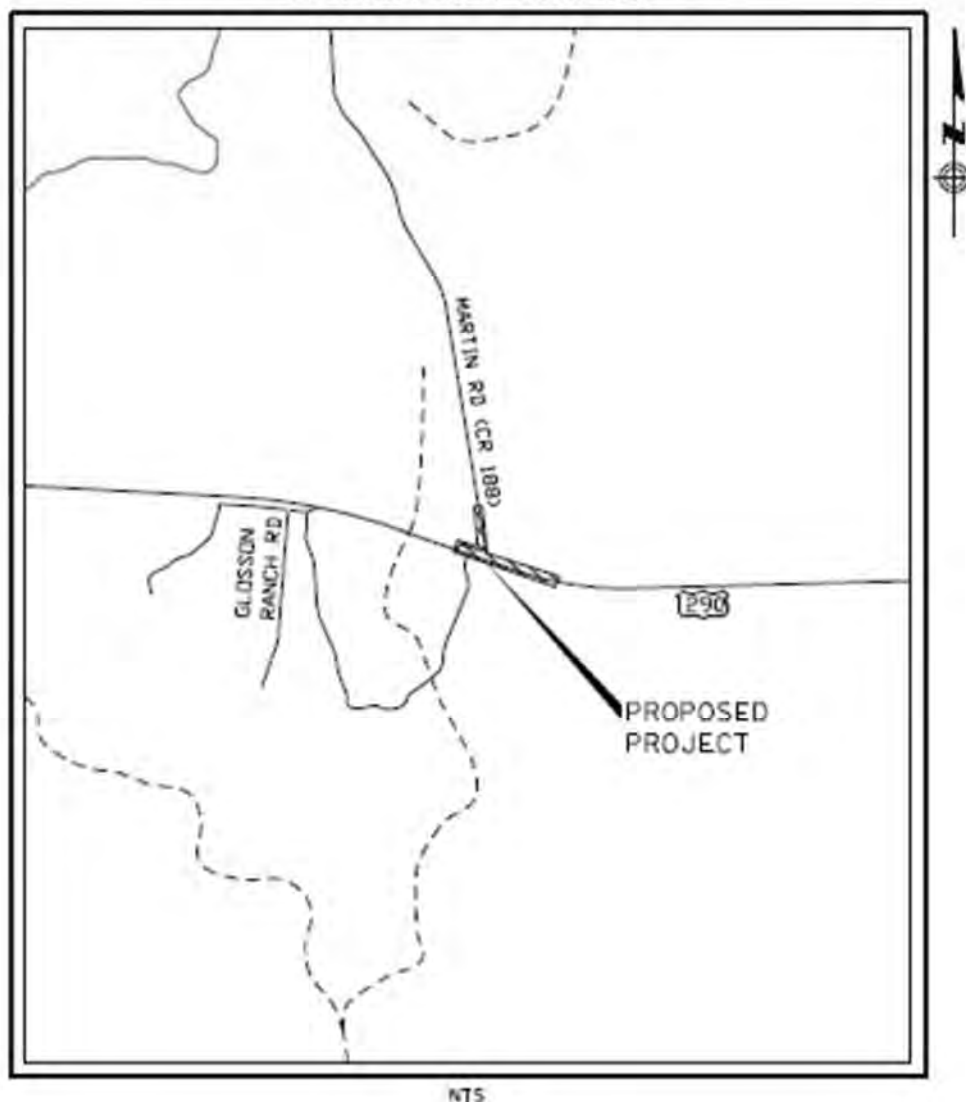
**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**

**US 290 / MARTIN ROAD
HAYS COUNTY**

US 290
NET LENGTH OF ROADWAY = 582 FT = 0.11 MI

MARTIN RD
NET LENGTH OF ROADWAY = 567 FT = 0.11 MI

FOR THE CONSTRUCTION OF RIGHT TURN LANE ON US 290
AND REALIGNMENT OF MARTIN ROAD



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ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding. The Local Government is responsible for 100% of any overruns. Utility and ROW work responsibility will be completed through separate Agreement(s).

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$175,000	0%	\$0	100%	\$175,000
Environmental (by Local Government)	\$11,000	0%	\$0	100%	\$11,000
Construction (by State)	\$1,230,000	0%	\$0	100%	\$1,230,000
Subtotal	\$1,416,000		\$0		\$1,416,000
Environmental Direct State Costs	\$7,080	0%	\$0	100%	\$7,080
Right of Way Direct State Costs	\$1,770	0%	\$0	100%	\$1,770
Engineering Direct State Costs	\$9,225	0%	\$0	100%	\$9,225
Utility Direct State Costs	\$1,770	0%	\$0	100%	\$1,770
Construction Direct State Costs	\$49,560	0%	\$0	100%	\$49,560
Indirect State Costs (5.33%)	\$75,473	100%	\$75,473	100%	\$0
TOTAL	\$1,560,878		\$75,473		\$1,485,405

Initial payment by the Local Government to the State: \$19,845

Payment by the Local Government to the State before construction: \$1,279,560

Estimated total payment by the Local Government to the State \$1,299,405. This is an estimate. The final amount of Local Government participation will be based on actual costs.



A Resolution of the Hays County Commissioners' Court
Approving an Advance Funding Agreement for Locally Funded Roadway
Improvement (US 290 at Martin Rd.) Project On-System and Authorizing the County Judge to
Execute the Agreement on behalf of Hays County

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the US 290 at Martin Rd. intersection improvement project is an element of the Hays County 2016 Road Bond Program; and

WHEREAS, the project would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, the County has moved forward with project development of the US 290 at Martin Rd. project, including environmental clearance, construction design, and right-of-way/utility coordination; and

WHEREAS, the Advance Funding Agreement would memorialize the roles and responsibilities of the Texas Department of Transportation (TxDOT) and Hays County and is required for TxDOT to advertise, let, and manage construction of the project;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners' Court:

- (a) That the Commissioners Court of Hays County does hereby approve the Advance Funding Agreement for Locally Funded Roadway Improvement (US 290 at Martin Rd.) Project On-System and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 2019.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk

US290atMartinRoadAFA_resolution

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 fiscal surety for the construction of street and drainage improvements in the amount of \$1,127,372.10 for Trails at Windy Hill, Phase One Subdivision (Bond # 80171662).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

The final plat for the Trails at Windy Hill, Phase One subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

SUBDIVISION BOND

Bond No. 80171662

KNOW ALL MEN BY THESE PRESENTS, that we Continental Homes of Texas, L.P. dba DR Horton Inc.

10700 pecan Park Blvd. Austin, TX 78750

as Principal, and The Guarantee Company of North America USA

authorized to do business in the State of TX, as Surety, are held and firmly bound unto

Hays County

as Oblige, in the penal sum of One Million One Hundred Twenty Seven Thousand Three Hundred Seventy Two Dollars

and Ten Cents (\$ 1,127,372.10) DOLLARS, lawful money of

the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Continental Homes of Texas, L.P. dba DR Horton Inc.

has agreed to construct in Trails at Windy Hill

the following improvements: Trails at Windy Hill Phase 1 - Drainage and Paving Improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 5th day of November, 2019.

Continental Homes of Texas, L.P. dba DR Horton Inc.

By: *Mona J. Caudles* Principal



The Guarantee Company of North America USA

By: *Noah William Pierce*
Noah William Pierce

Attorney-In-Fact



The Guarantee Company of North America USA
Southfield, Michigan

Bond No. 80171662

Principal: Continental Homes of Texas, L.P. dba DR Horton Inc.

Obligee: Hays County

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Noah William Pierce
Willis of Florida, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 5th day of November, 2019.

Randall Musselman

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA;

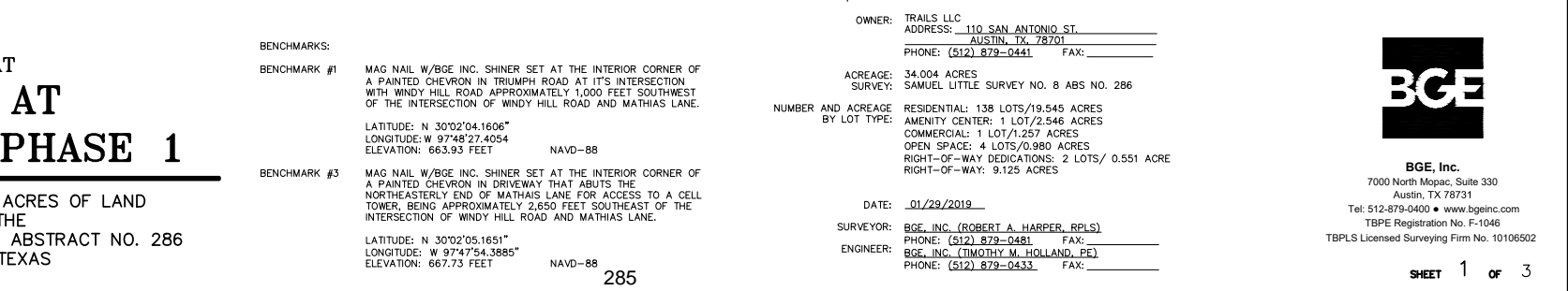
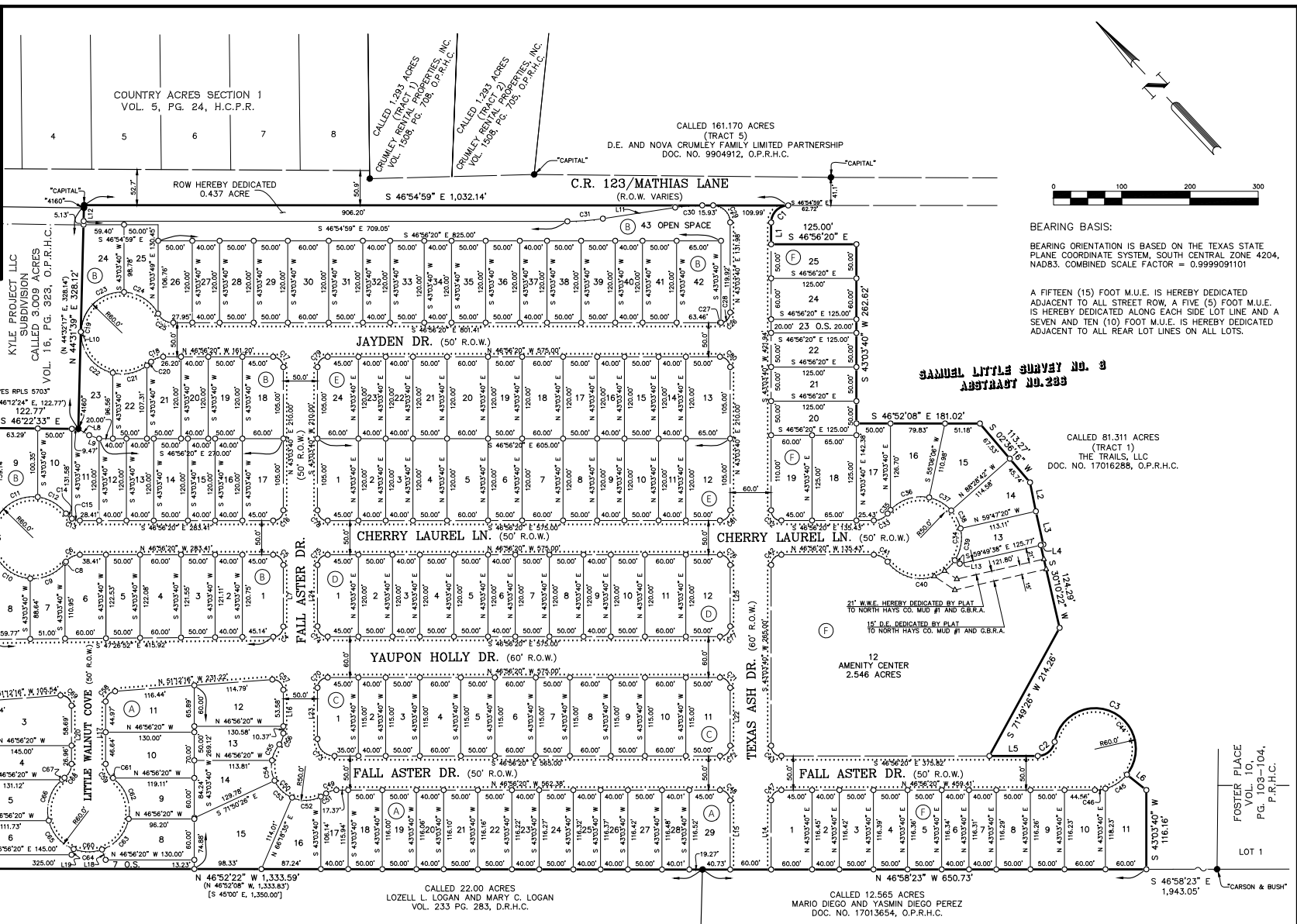
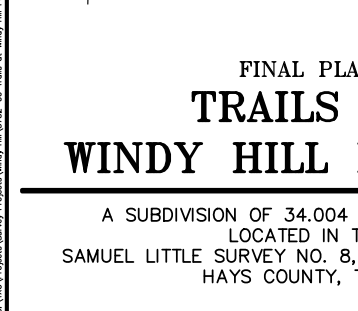
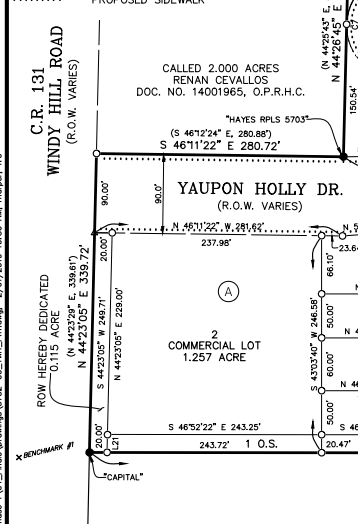
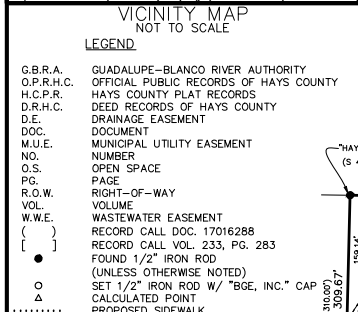
One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Info@theguaranteeus.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.



LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	A	4,985
2	A	54,747
3	A	10,036
4	A	7,153
5	A	6,903
6	A	6,386
7	A	5,968
8	A	6,886
9	A	6,054
10	A	8,681
11	A	8,246
12	A	8,414
13	A	6,203
14	A	6,597
15	A	12,605
16	A	6,680
17	A	4,555
18	A	5,799
19	A	5,801
20	A	4,643
21	A	5,807
22	A	5,810
23	A	4,650
24	A	5,815
25	A	4,654
26	A	4,656
27	A	5,822
28	A	4,661
29	A	6,944

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
24	B	6,745
25	B	5,418
26	B	5,916
27	B	4,800
28	B	6,000
29	B	6,000
30	B	7,200
31	B	6,000
32	B	4,800
33	B	6,000
34	B	4,800
35	B	6,000
36	B	6,000
37	B	4,800
38	B	6,000
39	B	6,000
40	B	4,800
41	B	6,000
42	B	7,800
43	B	29,239

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	B	7,133
2	B	4,837
3	B	6,066
4	B	7,309
5	B	6,115
6	B	7,290
7	B	4,830
8	B	6,028
9	B	7,197
10	B	5,593
11	B	5,118
12	B	4,800
13	B	4,800
14	B	6,000
15	B	4,800
16	B	4,800
17	B	7,152
18	B	7,152
19	B	6,000
20	B	4,800
21	B	5,898
22	B	4,900
23	B	5,368

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	C	6,718
2	C	4,600
3	C	5,750
4	C	6,900
5	C	5,750
6	C	6,900
7	C	5,750
8	C	6,900
9	C	5,750
10	C	6,900
11	C	7,378

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	D	7,103
2	D	6,000
3	D	4,800
4	D	6,000
5	D	6,000
6	D	4,800
7	D	6,250
8	D	6,000
9	D	4,800
10	D	6,000
11	D	7,200
12	D	7,703

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	E	7,152
2	E	4,800
3	E	4,800
4	E	6,000
5	E	7,200
6	E	6,000
7	E	7,200
8	E	6,000
9	E	4,800
10	E	6,000
11	E	4,800
12	E	7,752
13	E	7,752
14	E	4,800
15	E	6,000
16	E	4,800
17	E	6,000
18	E	7,200
19	E	6,000
20	E	7,200
21	E	6,000
22	E	4,800
23	E	4,800
24	E	7,152

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	F	6,940
2	F	4,657
3	F	5,820
4	F	5,819
5	F	5,817
6	F	4,653
7	F	4,652
8	F	5,814
9	F	5,812
10	F	6,983
11	F	7,607
12	F	110,906
13	F	6,000
14	F	6,836
15	F	9,030
16	F	7,607
17	F	6,998
18	F	8,125
19	F	7,452
20	F	6,250
21	F	6,250
22	F	6,250
23	F	2,500
24	F	7,500
25	F	6,250

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 43°03'40" W	31.94'
L2	S 31°50'27" W	43.29'
L3	S 30°09'59" W	49.88'
L4	N 59°49'38" W	3.97'
L5	S 46°56'20" E	71.00'
L6	S 08°28'12" E	36.45'
L7	N 43°03'40" E	90.35'
L8	N 16°51'24" W	18.37'
L9	N 27°38'00" W	15.50'
L10	N 45°28'21" W	0.49'
L11	S 55°43'27" E	107.14'
L12	S 44°31'39" W	23.49'
L13	N 13°15'42" W	8.86'
L14	S 43°03'40" W	101.48'
L15	N 43°03'40" E	101.52'
L16	N 43°03'40" E	63.95'
L17	S 43°03'40" W	91.62'
L18	N 23°53'32" E	16.14'
L19	N 64°18'26" E	8.99'
L20	N 43°03'40" E	85.65'
L21	N 44°23'05" E	20.48'
L22	N 43°03'40" E	85.00'
L23	S 43°03'40" W	75.00'
L24	S 43°03'40" W	90.00'
L25	N 43°03'40" E	90.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.28'	25.00'	90°01'21"	S 88°04'20" W	35.36'
C2	34.83'	25.00'	79°50'09"	S 86°51'25" E	32.08'
C3	218.14'	60.00'	208°18'17"	S 22°37'21" E	116.36'
C4	23.43'	15.00'	89°29'28"	N 87°48'24" E	21.12'
C5	23.56'	15.00'	90°00'00"	N 01°56'20" W	21.21'
C6	23.53'	25.00'	53°55'39"	N 73°56'37" W	22.67'
C7	301.53'	60.00'	287°56'10"	S 43°03'38" W	70.59'
C8	2.27'	60.00'	2°10'09"	S 80°10'38" W	2.27'
C9	58.10'	60.00'	55°28'39"	N 70°59'58" W	55.85'
C10	91.85'	60.00'	87°42'24"	N 00°35'33" E	83.14'
C11	99.97'	60.00'	95°27'36"	S 87°49'27" E	88.80'
C12	49.35'	60.00'	47°07'22"	S 16°31'58" E	47.97'
C13	23.53'	25.00'	53°55'42"	S 19°56'07" E	22.67'
C14	11.50'	25.00'	26°21'18"	S 06°08'55" E	11.40'
C15	12.05'	25.00'	27°36'47"	S 33°07'57" E	11.93'
C16	23.56'	15.00'	90°00'00"	N 88°03'40" E	21.21'
C17	23.56'	15.00'	90°00'00"	N 01°56'20" W	21.21'
C18	19.68'	25.00'	45°05'57"	N 69°29'19" W	19.17'
C19	300.57'	60.00'	287°01'36"	N 51°28'31" E	71.36'
C20	8.10'	60.00'	7°44'11"	N 88°10'12" W	8.10'
C21	52.83'	60.00'	50°27'08"	N 59°04'32" W	51.14'
C22	82.08'	60.00'	78°22'37"	N 05°20'20" E	75.82'
C23	95.66'	60.00'	91°20'56"	S 89°47'53" E	85.85'
C24	61.90'	60.00'	59°06'44"	S 14°34'03" E	59.19'
C25	27.02'	25.00'	61°55'37"	S 15°58'30" E	25.72'
C26	23.56'	15.00'	90°00'00"	N 88°03'40" E	21.21'
C27	1.54'	15.00'	5°52'28"	S 49°52'35" E	1.54'
C28	22.02'	15.00'	84°07'32"	N 85°07'25" E	20.10'
C29	39.25'	25.00'	89°57'47"	N 01°55'14" W	35.34'
C30	39.97'	260.00'	8°48'26"	N 51°19'14" W	39.93'
C31	52.27'	340.00'	8°48'28"	S 51°19'13" E	52.21'
C32	23.56'	15.00'	90°00'00"	S 01°56'20" E	21.21'
C33	23.55'	25.00'	53°58'05"	S 73°55'23" E	22.69'
C34	301.53'	60.00'	287°56'10"	S 43°03'40" W	70.59'
C35	6.88'	60.00'	6°34'09"	N 82°22'39" E	6.88'
C36	62.25'	60.00'	59°26'23"	S 64°37'05" E	59.49'
C37	38.14'	60.00'	36°25'12"	S 16°41'18" E	37.50'
C38	30.04'	60.00'	28°41'22"	S 15°51'59" W	29.73'
C39	48.72'	60.00'	46°31'38"	S 53°28'29" W	47.40'
C40	115.50'	60.00'	110°17'27"	N 48°06'59" W	98.47'
C41	23.55'	25.00'	53°58'05"	N 19°57'18" W	22.69'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C42	23.56'	15.00'	90°00'00"	S 88°03'40" W	21.21'
C43	23.56'	15.00'	90°00'00"	S 01°56'20" E	21.21'
C44	272.17'	60.00'	259°54'24"	S 03°10'43" W	91.99'
C45	38.27'	60.00'	36°32'44"	S 80°11'50" E	37.63'
C46	15.62'	60.00'	14°54'52"	S 54°28'02" E	15.57'
C47	23.56'	15.00'	90°00'00"	S 88°03'40" W	21.21'
C48	23.56'	15.00'	90°00'00"	N 01°56'20" W	21.21'
C49	16.14'	25.00'	37°00'01"	N 65°26'21" W	15.87'
C50	145.70'	50.00'	166°57'40"	S 00°27'31" E	99.35'
C51	8.95'	50.00'	10°15'02"	S 78°48'50" E	8.93'
C52	43.63'	50.00'	49°59'54"	S 48°41'22" E	42.26'
C53	36.52'	50.00'	41°50'59"	S 02°45'56" E	35.71'
C54	30.32'	50.00'	34°44'25"	S 35°31'46" W	29.85'
C55	26.29'	50.00'	30°07'20"	S 67°57'38" W	25.98'
C56	17.44'	25.00'	39°57'39"	N 63°02'29" E	17.08'
C57	24.68'	15.00'	94°15'56"	N 04°04'18" W	21.99'
C58	22.45'	15.00'	85°44'04"	S 85°55'42" W	20.41'
C59	23.55'	25.00'	53°58'05"	S 16°04'37" W	22.69'
C60	301.53'	60.00'	287°56'10"	S 46°56'20" E	70.59'
C61	0.74'	60.00'	0°42'14"	N 10°33'19" W	0.74'
C62	67.77'	60.00'	64°43'09"	N 22°09'23" E	64.23'
C63	62.18'	60.00'	59°22'34"	N 84°12'15" E	59.43'
C64	42.32'	60.00'	40°24'55"	S 45°54'01" E	41.45'
C65	57.56'	60.00'	54°57'57"	S 01°47'25" W	55.38'
C66	66.39'	60.00'	63°23'59"	S 60°58'23" W	63.06'
C67	4.56'	60.00'	4°21'22"	N 85°08'56" W	4.56'
C68	23.55'	25.00'	53°58'05"	N 70°02'42" E	22.69'
C69	24.68'	15.00'	94°15'56"	N 04°04'18" W	21.99'
C70	23.56'	15.00'	90°00'00"	S 88°03'40" W	21.21'
C71	23.56'	15.00'	90°00'00"	N 01°56'20" W	21.21'
C72	23.56'	15.00'	90°00'00"	N 88°03'40" E	21.21'
C73	39.27'	25.00'	90°00'00"	S 01°56'20" E	35.36'
C74	23.56'	15.00'	90°00'00"	S 01°56'20" E	21.21'
C75	23.56'	15.00'	90°00'00"	S 88°03'40" W	21.21'
C76	23.56'	15.00'	90°00'00"	N 01°56'20" W	21.21'
C77	23.56'	15.00'	90°00'00"	N 88°03'40" E	21.21'
C78	23.56'	15.00'	90°00'00"	S 01°56'20" E	21.21'
C79	23.56'	15.00'	90°00'00"	S 88°03'40" W	21.21'
C80	23.56'	15.00'	90°00'00"	N 01°56'20" W	21.21'
C81	23.56'	15.00'	90°00'00"	N 88°03'40" E	21.21'

FINAL PLAT TRAILS AT WINDY HILL PHASE 1

A SUBDIVISION OF 34.004 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	138	19,545 AC.
AMENITY CENTER	1	2,546 AC.
COMMERCIAL LOT	1	1,257 AC.
OPEN SPACE	4	0,980 AC.
RIGHT-OF-WAY DEDICATIONS	2	0,551 AC.
RIGHT-OF-WAY	-	9,125 AC.
TOTAL	146	34,004 AC.

STREET NAMES			
STREET	CLASSIFICATION	R.O.W. WIDTH	CENTERLINE LENGTH
TEXAS ASH DR.	RESIDENTIAL COLLECTOR	60 FT.	973 FT.
YAUPON HOLLY DR.	RESIDENTIAL COLLECTOR	VARIES	1,399 FT.
FALL ASTER DR.	LOCAL	50 FT.	1,834 FT.
CHERRY LAUREL LN.	LOCAL	50 FT.	1,301 FT.
JAYDEN DR.	LOCAL	50 FT.	931 FT.
LITTLE WALNUT COVE	LOCAL	50 FT.	206 FT.
TOTAL LINEAR FEET			6,644 FT.

\\TxC\Projects\Survey Projects\Windy Hill\5732-00 Trails at Windy Hill Phase 1\04_Finals\Drawings\5732-00_TMH_Ph1.dwg, 2/04/2019 2:33 PM, mmisick, 1:0

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 fiscal surety for the construction of street and drainage improvements in the amount of \$1,997,294.74 for Mulberry Meadows, Phase One Subdivision (Bond # PB10169600208).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 19, 2019	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

SUMMARY

The final plat for the Mulberry Meadows, Phase One Subdivision has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, that

Rancho Texas 40 Investments, L.P.; Rancho Texas 20 Investments, L.P.; Beck Farm Properties, Inc. located at 5508 Highway 290 W., Ste. 240, Austin, Texas 78735as Principal, and Philadelphia Indemnity Insurance Company, One Bala Plaza, Ste. 100, Bala Cynwyd, PA 19004, a corporation organized and existing under the laws of the State of PA and authorized to transact surety business in Texas,as Surety are held and firmly bound unto Hays County Judge located at 111 E. San Antonio Street, Ste. 300, San Marcos, Texas 78666as Oblige, in the full and just penal sum of One Million Nine Hundred Ninety Seven Thousand Two Hundred Ninety Four and 74/100 Dollars (\$ 1,997,294.74) lawful money of the United States of America, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that

WHEREAS, the Principal has submitted final site plans to the Oblige for certain public improvements in a subdivision known as Mulberry Meadows; Water, Drainage and Street Improvements located at3917 S. Old Bastrop Hwy., San Marcos, Texas 78666

and such plans were approved by the Oblige on _____ (hereinafter called "Site Work"); and

WHEREAS, as a condition to of approval of the Site Work the Oblige requires the Principal to maintain sufficient security to the Oblige in the form of a surety bond to guarantee the performance of all covenants, conditions and provisions of the Site Work as accepted by the Oblige.

NOW, THEREFORE, if the Principal shall save and hold harmless the Oblige from all loss, cost or expense which the Oblige may sustain by reason of failure or default on the part of the Principal to perform any covenants, conditions or provisions of the Site Work to the satisfaction of the Oblige, then this obligation shall be null and void; otherwise to remain in full force and effect.

IT IS HEREBY FURTHER AGREED AND UNDERSTOOD, that

1. This bond shall become effective on the November 8, 2019 and shall continue in effect until fully released in writing by the Oblige; and
2. In the event of a failure or default by the Principal to perform any covenants, conditions or provisions of the Site Work to the satisfaction of the Oblige during the term of this bond, the Surety shall be liable only for such loss, cost or expense as directly sustained or accrued by the Oblige by reason of such failure or default up to the termination date of this bond and this bond shall not provide coverage to any indirect loss or costs by the Oblige including but not limited to legal fees, court costs, expert fees or interest; and
3. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Oblige under this bond and shall, as soon as practicable thereafter, tender payment to the Oblige for such amount or shall, at the sole discretion of the Surety, find an acceptable contractor to complete to the satisfaction of the Oblige any such Site Work as determined to have caused the loss, cost or expense recoverable under this bond; and
4. No claim, action, suit or proceeding, shall be had or maintained against the Surety on this bond unless the same be brought or instituted and process served upon the Surety within one (1) year after the expiration of the stated terms of this bond; and
5. This bond shall not be cumulative and under no circumstances shall the Surety's liability exceed the penal sum stated herein; and
6. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Oblige named herein and this bond cannot be assigned to any other party without the written consent of the Surety.

Signed and sealed this 8 day of November, 2019.Rancho Texas 40 Investments, L.P.

(Principal)

By: 

(Signature)

Sebastian Stadler, Managing Member

(Print Name and Title)

Philadelphia Indemnity Insurance Company

(Surety)

By: 

(Signature)

Scott D. Chapman, Attorney-In-Fact

(Attorney-in-Fact)

Bond #PB10169600208 Continued

Rancho Texas 20 Investments, L.P.

(Principal)

By: 

Sebastian Stadler, Managing Member

(Print Name and Title)

Beck Farm Properties, Inc

(Principal)

By: 

Sebastian Stadler, President

(Print Name and Title)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Scott D. Chapman, Kevin McQuain, Rosalyn D. Hassell, Elaine Lewis, Jeanne M. Buchan, Cheryl R. Colson, Timothy J. Maley and/or Bryan Lewis of USI Insurance Services, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

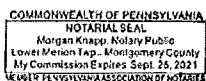
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

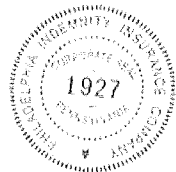
Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8 day of November 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company at:

**One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**FINAL PLAT FOR
MULBERRY MEADOWS PHASE 1
CITY OF SAN MARCOS ETJ
HAYS COUNTY, TEXAS**

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That, Rancho Texas 40 Investments, LP and Rancho Texas 20 Investments, LP, both Texas Limited Partnership acting by and through their General Partner, Rancho Texas 40 Investments, LLC and Rancho Texas 20 Investments, LLC, Sebastian Stadler, President, owner of that tract of 160.017 acres of land described in a deed recorded in instrument #15015975, of the Hays County Deed Records;

And that Beck Farm Properties, Inc., A Texas Corporation, acting by and through Sebastian Stadler, President, owner of that tract of 34.732 acres of land described in a deed recorded in instrument, #16021196 of the Hays County Deed Records and owner of Lot 1 Block 1 Old Bastrop Road Subdivision Unit One, a subdivision of record in Volume 5, Page 173, Hays County Plat Records, as described in a deed recorded in instrument #16021196, of the Hays County Deed Records;

All being out of the Rebecca Brown Survey Abstract No. 46 and the Charles Henderson Survey Abstract No. 226; do hereby subdivide 48.41 acres of said land as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the streets, alleys, rights-of-way, easements, and public places shown hereon. This subdivision is to be known as MULBERRY MEADOWS PHASE 1, CITY OF SAN MARCOS ETJ, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____ A.D. 20____

Rancho Texas 40 Investments, LP

Rancho Texas 20 Investments, LP

By Rancho Texas 40 Investments, LLC.

By Rancho Texas 40 Investments, LLC.

General Partner,

General Partner,

By: _____

By: _____

Sebastian Stadler, President

Sebastian Stadler, President

5508 Hwy 290, Suite 240

5508 Hwy 290, Suite 240

Austin, Texas 78735

Austin, Texas 78735

Beck Farm Properties, Inc.,

By: _____

Sebastian Stadler, President

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Thomas Perez, owner of the certain tract of land, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____ A.D. 20____

NOTARY PUBLIC IN and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the Subdivision Regulations of the City of San Marcos, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at San Marcos, Hays County, Texas this _____ day of _____ A.D. 2019.

Arthur Vasquez Torres
R.P.L.S. # 5737, State of Texas

Date

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Shervin Nooshin, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is located within Zone X flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0479 F & 48209C 0487 F effective date September 2, 2005, and that each lot conforms to the City of San Marcos and Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at San Marcos, Hays County, Texas this _____ day of _____ A.D. 2019.

Shervin Nooshin
Registered Professional Engineer, No. 96807
State of Texas

Date

STATE OF TEXAS*
CITY OF SAN MARCOS*

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, the Planning & Zoning Commission of the City of San Marcos find that this plat complies with the requirements of the City of San Marcos. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The City of San Marcos disclaims any responsibility to any member of the public for independent verifications of the representation, factual or otherwise, contained in this plat and the documents associated with it. Approved by the City of San Marcos Planning and Zoning Commission on this _____ day of _____ 2019.

Jim Garber, Chair of Planning & Zoning Commission
City of San Marcos, Texas

Date

Shannon Mattingly, Director of Development Services
City of San Marcos, Texas

Date

CIP & Engineering
City of San Marcos, Texas

Date

Recording Secretary
City of San Marcos, Texas

Date

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____ A.D. 20____ at _____ o'clock, ____M., in the Plat Records of Hays County, Texas, in instrument No. _____

TO CERTIFY WHICH, WITNESS my hand and seal of the Office of County Clerk, this _____ day of _____ A.D. 20____

Elaine H. Cardenas
County Clerk
Hays County, Texas

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. Rainwater 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.

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

Tom Pope, R.S., C.F.M.
Hays County Floodplain Administrator

Date

Caitlyn Strickland, Director
Hays County Development Services

Date

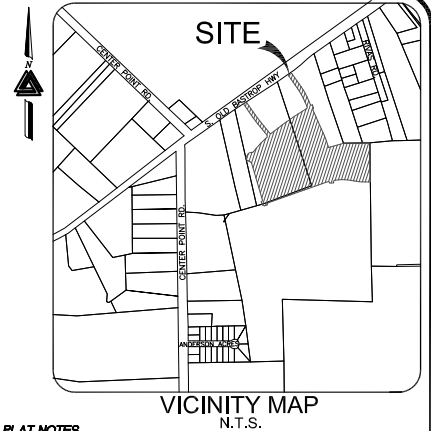
STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, the undersigned, director of Hays County Development Services, do 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 San Marcos for subdivision regulation within the extraterritorial jurisdiction of the City of San Marcos.

Caitlyn Strickland, Director
Hays County Development Services

Date



PLAT NOTES

- No portion of this subdivision lies within the Edwards Aquifer Recharge Zone, Edwards Aquifer Contributing Zone or the San Marcos River Corridor.
- This subdivision lies within the boundaries of the York Creek Watershed.
- No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C 0479 F & #48209C 0487 F, dated September 2, 2005.
- This subdivision contains 3 lots for a total of 38.25 acres.
Lots less than 1.00 acre: 0
Lots 1.00 to 2.00 acres: 0
Lots 2.00 to 5.00 acres: 0
Lots 5.00 to 10.00 acres: 1
Lots larger than 10.00 acres: 2
- This subdivision lies within the following jurisdictions:
Emergency Services District #3 & #9
San Marcos Independent School District
Barton Springs/Edwards Aquifer Conservation District (Shared Territory)
- Water supply for this subdivision is provided by Crystal Clear Special Utility District.
- Wastewater treatment for this subdivision is to be provided by On-Site Septic Facilities.
- Electricity for this subdivision is provided by Bluebonnet Electric Cooperative, Inc.
- Gas service for this subdivision is provided by CenterPoint Energy.
- Telephone service for this subdivision is provided by Century Link.
- This subdivision lies within the ETJ of The City of San Marcos and is subject to its ordinances.
- Bearing Basis: Texas State Plane Coordinate System--South Central Zone.
- Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
- All culverts, when required shall comply with the current Hays County standard.
- Mail boxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
- Sidewalks will be required at the time of development.
- Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
- Post-Construction Stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the real property records of Hays County. The owner operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
- All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
- Hays County is not responsible for sidewalk maintenance. A fully executed license agreement must be in-place prior to construction of sidewalks within Hays County ROW.

AUGUST 29, 2019

ENGINEER:

SURVEYOR:



TRI-TECH
ENGINEERING SURVEYING PLANNING

135 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-9222

www.tritech.com

TBPLS REGIS. #10193729
TBPE REGIS. #1-18693

SHEET 1 of 3

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	216.50	1135.00	010°55'44"	S29° 36' 40"E	216.17
C2	42.41	25.00	097°12'12"	S72° 44' 53"W	37.51
C3	36.13	25.00	082°47'48"	S17° 15' 07"E	33.06
C17	26.18	25.00	060°00'00"	N46° 19' 32"E	25.00
C18	46.05	85.00	031°02'23"	N60° 48' 20"W	45.49
C19	26.18	25.00	060°00'01"	N75° 17' 09"E	25.00
C20	26.18	25.00	059°59'59"	N44° 42' 51"W	25.00
C21	121.09	85.00	081°37'34"	N55° 31' 38"E	111.11
C22	25.91	25.00	059°22'53"	N66° 38' 59"W	24.77
C23	144.18	1280.00	006°27'14"	N40° 11' 09"E	144.11
C24	50.95	480.00	006°04'53"	N46° 27' 13"E	50.92
C25	38.76	25.00	088°49'30"	N5° 04' 55"W	34.99
C26	137.41	1655.00	004°45'26"	N36° 57' 08"W	137.37
C27	132.43	1595.00	004°45'26"	S36° 57' 08"W	132.39
C28	39.27	25.00	090°00'00"	S84° 19' 51"W	35.36
C29	603.14	4330.00	007°58'51"	N54° 39' 35"E	602.65
C30	36.13	25.00	082°47'48"	N17° 15' 07"W	33.06
C31	203.14	1065.00	010°55'44"	N29° 36' 40"E	202.84
C37	26.18	25.00	060°00'00"	N13° 40' 28"E	25.00
C38	99.89	85.00	067°19'48"	N10° 00' 34"W	94.24
C39	26.47	25.00	060°40'16"	N6° 40' 48"E	25.25
C40	136.22	1220.00	006°23'50"	N40° 12' 51"E	136.15
C41	53.19	420.00	007°15'23"	N47° 02' 28"E	53.16
C42	594.78	4270.00	007°58'51"	N54° 39' 35"E	594.30
C43	42.41	25.00	097°12'12"	S72° 44' 53"E	37.51

Parcel Line Table

Line #	Direction	Length
L1	N52° 34' 08"E	70.06
L2	S31° 20' 59"E	60.00
L3	S58° 39' 01"W	13.90
L15	N15° 17' 08"W	60.00
L16	N55° 21' 52"E	60.00
L17	N50° 40' 09"E	53.42
L18	N58° 39' 01"E	91.74
L24	N25° 03' 23"E	180.17
L25	S60° 14' 33"E	77.72
L26	N28° 20' 41"E	12.02
L27	N60° 06' 10"E	42.52
L28	N29° 57' 30"E	55.68
L29	S71° 11' 32"E	64.14
L30	N60° 06' 10"E	9.44
L31	N37° 36' 10"E	47.36
L32	N59° 47' 11"E	39.21
L33	N46° 02' 48"E	37.95
L34	N48° 22' 36"E	90.36
L35	N27° 34' 50"E	78.04
L36	N46° 34' 01"E	41.05
L37	N03° 57' 27"E	53.09
L38	N78° 45' 14"E	56.42
L39	N46° 25' 40"E	47.72
L40	N01° 52' 56"E	56.99
L41	N39° 37' 10"E	66.30
L42	N38° 46' 10"E	28.08
L43	N65° 56' 43"E	59.63
L44	N24° 04' 33"W	149.60
L45	N65° 50' 15"E	70.15
L47	N50° 40' 09"E	153.07
L48	N58° 39' 01"E	77.83

Lot Table

Block	Lot	Size (Ac.)
F	1	12.89
F	2	16.21
E	4	9.15

PLAN 5736

SM-18-1710000
SMS-809-18

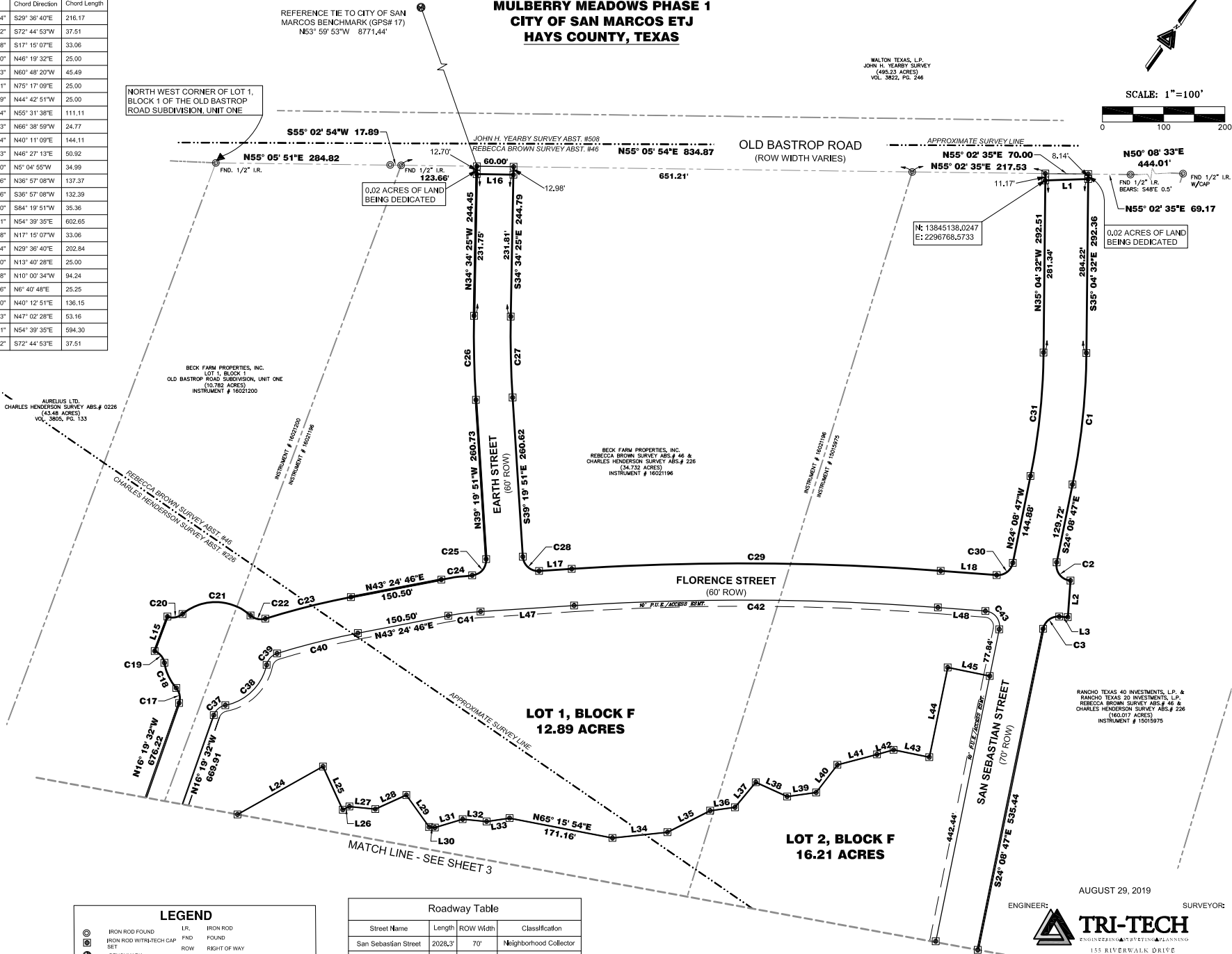
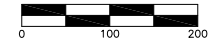
LEGEND			
⊙	IRON ROD FOUND	I.R.	IRON ROD FOUND
⊙	IRON ROD WITH TECH CAP SET	FND	FOUND
⊙	BENCHMARK	ROW	RIGHT OF WAY
—	WIRE FENCE	PRCT	PLAT RECORDS OF HAYS COUNTY, TEXAS
—	RECORD DIMENSIONS	DRCT	DEED RECORDS OF HAYS COUNTY, TEXAS
—	COTTON GIN SPINDLE	⊙	HAYS COUNTY DEED RECORDS

Roadway Table			
Street Name	Length	ROW Width	Classification
San Sebastian Street	2028.3'	70'	Neighborhood Collector
Earth Street	682.3'	60'	Residential Collector
Florence Street	2565.1'	60'	Residential Collector
Valentina Street	1978.4'	60'	Residential Collector

FINAL PLAT OF MULBERRY MEADOWS PHASE 1 CITY OF SAN MARCOS ETJ HAYS COUNTY, TEXAS

WALTON TEXAS, L.P.
JOHN H. YEARBY SURVEY
(495.23 ACRES)
VOL. 3822, PG. 246

SCALE: 1"=100'



ENGINEER:  **TRI-TECH**
ENGINEERING • SURVEYING • PLANNING
155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222

SURVEYOR:

***.tritechts.com

TBPLS REGIS. #10193729
TBPE REGIS. #F10693

SHEET 3 of 3

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 Second Amended and Restated Interlocal Agreement for Roadway Repair between Hays County and the City of Umland, related to ongoing road and Right of Way maintenance within the corporate limits of the City of Umland.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 19, 2019	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

See attached Interlocal Agreement

SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR ROADWAY REPAIR

This Second Amended and Restated **Interlocal Agreement for Roadway Repair** is hereby entered into between the **City of Uhlend, Texas**, a Type A general-law municipality, hereinafter referred to as the “City,” and the **County of Hays, a political subdivision of the State of Texas**, hereinafter referred to as the “County”, this the ____ day of _____, 2019.

I. RECITALS

WHEREAS, The Interlocal Cooperation Act (Chapter 791, Texas Government Code) empowers the parties to contract with each other in the performance of governmental functions, including functions and services in the area of streets, roads, and drainage;

WHEREAS, Hays County Precinct 2 has budgeted funds sufficient for general maintenance of roads in the County Road System that lie within or near the City limits of Uhlend;

WHEREAS, the City and County desire to enter into an Agreement to provide for consistent quality of pavement along the whole length of roads that are part of the County Road System, even those that lie within the City limits of Uhlend (See Texas Attorney General Opinion WW-1401); and

WHEREAS, the City also desires to enter into an Interlocal Agreement with the County to pay for the general maintenance of all roads within the City’s limits, regardless of their status as part of the County Road System (See Texas Attorney General Opinion H-1018, also JH-1018).

THEREFORE, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both the City and the County agree as follows:

II. AGREEMENT

A. Term. The term of this agreement will commence on the date of execution by the last party to sign the Agreement (hereinafter the “Effective Date”) and shall automatically renew on October 1st of each calendar year until this agreement is validly terminated under Section II.E.8 of this Agreement.

B. City Funding. The City hereby agrees to pay fifty thousand dollars (\$50,000.00 USD) (“City Funds”), each fiscal year during the term of this Agreement, beginning FY2020. The payment shall be made within sixty (60) days of the beginning of each fiscal year. Funds paid under this Section shall be held by the County and applied toward material costs for maintenance of Uhlend County Roads, as defined below, or as may be applied under other sections of this Agreement. Any funds not used for such costs within a fiscal year shall be applied to subsequent fiscal years. If, at the commencement of a new fiscal year, the accrual of City Funds has reached one hundred thousand dollars (\$100,000.00 USD) or more, then the City shall not be obligated to pay additional funds to the County until the accrual of City Funds has dropped below one hundred thousand dollars (\$100,000.00 USD).

C. Conditions.

1. County Road System Roadways. In regard to all roads within the City limits of Uhland that are identified by the Director of Transportation for the County as roads that are part of or integral to the County Road System (hereinafter “Uhland County Roads”), the parties agree as follows:

- a. County shall be responsible for providing the labor and equipment required for maintenance and repair of Uhland County Roads.
- b. City agrees that City Funds may be utilized to pay for all actual material costs related to the maintenance and repairs of Uhland County Roads.
- c. City may request the maintenance and repair of specific Uhland County Roads; but County shall, with or without a request by City, (i) identify Uhland County Roads that are in need of maintenance and repair, (ii) provide written notice to City of maintenance and repair that County intends to perform on Uhland County Roads, and (iii) unless City objects to the maintenance and repair within ten (10) days of receiving notice under this Section, maintain and repair all Uhland County Roads in a similar fashion and to a similar quality as is customarily performed on other county roads within Hays County.
- d. If City desires that a specific Uhland County Road be maintained, repaired, or upgraded to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County, City may, at no expense to County, contract with a third party for the maintenance, repair, and/or upgrade of that specific Uhland County Road. In the alternative, the City may request the County to perform the maintenance, repair, and/or upgrade of that specific Uhland County Road to the specifications desired by City, if County has the resources available to perform to those specifications.
- e. If City requests that County perform the maintenance, repair, and/or upgrade of a specific Uhland County Road under Section II.C.1.d. of this Agreement, County shall provide an estimate to City for the proposed work, and the parties shall follow the procedures set forth for Uhland City Roads, below. County’s estimate under this section shall account for the cost of materials it would take to maintain, repair, and/or upgrade that specific Uhland County Road to the county standard, plus the reasonable cost of materials, labor, and equipment it would take to maintain, repair, and/or upgrade that specific Uhland County Road to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County.

2. City of Uhland Roadways. In regard to all roads within the city limits of Uhland that are NOT identified by County as roads that are part of or integral to the County Road System (hereinafter “Uhland City Roads”), the parties agree as follows:

- a. County shall, at the request of City, provide City with a written estimate and proposed start date for the maintenance, repair, and/or upgrade of specific Uhland City Roads. The written estimate shall include reasonable compensation for County’s labor, equipment, and material costs associated with the maintenance, repair, and/or upgrade of any specific Uhland City Road to the standards as specified by the City.
- b. City shall, within thirty (30) days’ receipt of a written estimate from County, request that County (i) perform the maintenance, repair, and/or upgrade of that specific Uhland City Road as estimated by County, or (ii) inform the County that the City desires to wait until a later date upon which the County can provide City with a new estimate for that specific Uhland City Road. City may, at any time, contract with a third party for the maintenance, repair, and/or upgrade of any Uhland City Road.
- c. If City requests that County perform maintenance, repairs, and/or upgrades under Section II.C.2.b, above, County shall commence performance of the maintenance, repair, and/or upgrade within ten (10) days of the proposed start date cited in Section II.C.2.a, above. If City waits for a period longer than thirty (30) days to respond to County’s written estimate, or if City requests that County act in accordance with II.C.2.b(ii), above, the written estimate provided by County shall be considered expired and void unless otherwise indicated in writing by County.

3. Accounting/Invoicing. The parties agree that Hays County shall provide quarterly updates to the City of Uhland for all costs that are the obligation of the City of Uhland under this Agreement. If the City has requested that work be performed on Uhland City Roads, or if the City has requested higher standard work under Section II.C.1.e (above), then the County shall first apply City Funds to the work and shall invoice for any remaining expenses attributable to the City for the work. All invoices under this Section shall be provided by Hays County on a monthly basis, and the City shall pay said invoices no later than thirty (30) days after receipt.

D. Contact Information. The parties to this Agreement designate the following contacts who will be responsible for implementing the terms of this Agreement: (i) for the City of Uhland - Karen Galaher, or her successor, who can be reached at (512) 398-4751, 15 North Old Spanish Trail, Uhland, Texas 78640; (ii) for Hays County - Jerry Borcharding, the Hays County Road Engineer Superintendent, or his successor, who can be reached at (512) 393-7386, 2171 Yarrington Road, San Marcos, Texas 78666.

E. Miscellaneous Provisions.

1. Cooperation; Reservation of Rights. The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement. Nothing in this Agreement shall be construed to interfere with the County's legal right to autonomously maintain and repair roads that have been identified as part of or integral to the County Road System, particularly if the condition of said roads, in the County's opinion, poses a safety or mobility concern.

2. Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Hays County Commissioners Court or the Uhland City Council.

3. Interpretation. The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

4. Invalid Provisions. Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

5. Applicable Laws. This Agreement shall be construed in accordance with the laws of the State of Texas.

6. Authorization; Funding. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body, and that funding from each party for the performance of this Agreement will be provided from current revenues available to the parties.

7. Indemnity. *TO THE EXTENT PERMITTED BY LAW, AND WITHOUT REQUIRING THE ESTABLISHMENT OF A SINKING FUND, THE CITY SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, OR OTHER LIABILITY FOR PERSONAL INJURY, DEATH, OR DAMAGE TO ANY PERSON OR PROPERTY THAT IS RELATED TO THE ROADWAY(S) ON WHICH THE COUNTY IS PERFORMING WORK UNDER THIS AGREEMENT. THIS INDEMNITY PROVISION, HOWEVER, SHALL NOT APPLY TO ANY CLAIMS, SUITS, DAMAGES, COSTS, LOSSES, OR EXPENSES (I) FOR WHICH THE COUNTY SHALL HAVE BEEN, OR IS ENTITLED TO BE COMPENSATED BY INSURANCE, OR (II) WHICH ARE PROXIMATELY CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE COUNTY, ITS AGENTS, EMPLOYEES, OR CONTRACTORS; PROVIDED, HOWEVER, THAT FOR THE PURPOSES OF THE FOREGOING, THE COUNTY'S ACT OF ENTERING INTO THIS AGREEMENT SHALL NOT BE DEEMED TO BE A "NEGLIGENT OR WILLFUL ACT."*

TO THE EXTENT PERMITTED BY LAW, AND WITHOUT REQUIRING THE ESTABLISHMENT OF A SINKING FUND, THE COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, OR OTHER LIABILITY FOR PERSONAL INJURY, DEATH OR DAMAGE TO ANY PERSON OR PROPERTY WHICH ARE PROXIMATELY CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE COUNTY, ITS AGENTS, EMPLOYEES OR CONTRACTORS IN PERFORMING WORK UNDER THIS AGREEMENT.

8. Termination. This Agreement may be terminated by either party, for any reason whatsoever, by providing ninety (90) days' written notice to the non-terminating party. If, upon providing or receiving notice of termination under this Section, County has begun performance of maintenance, repair, or upgrade of any roadway under this Agreement, County shall complete the work on that specific roadway and City shall allow application of City Funds or pay, as may be required by the terms of this Agreement, for the completion of work on that specific roadway before either party is released from the terms and obligations of this Agreement. After termination under this Section, any City Funds held by the County after reconciliation of all work performed under this Agreement shall be returned to the City.

9. County Trash Pickup. The parties agree that the County shall provide trash pick-up services where it is illegally dumped in the Rights of Way of Umland County Roads, for which the actual cost of labor, equipment, and materials shall be accounted as described in this Agreement.

City of Umland

County of Hays, Texas

By: _____
Mayor Date

By: _____
Ruben Becerra, County Judge Date

Attest:

Attest:

City Secretary

County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1383-PC; Wildwood Hills, Lots 9 and 10, Amended Plat. Discussion and possible action to consider granting a variance from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Wildwood Hills subdivision is a recorded subdivision located off of Ranch Road 12 in Precinct 4.

The current Hays County minimum lot size requirements indicate that lots in this area which are served by Private Well and Conventional On-Site Sewage Facilities be at least 3 acres in size. The proposed amending of lots 9 and 10 will remove the lot line and create Lot 9A which will consist of 1.18 acres with an existing conventional septic system. Should the existing on-site sewage facility need to be replaced, it will be replaced by an advanced septic system. The owner's justification for the variance request is provided in the backup.



REQUEST FOR VARIANCE APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance that conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Environmental Health Department at 1251 Civic Center Loop, San Marcos, Texas. The Environmental Health Department staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Planning or Environmental Health Divisions determine that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



REQUEST FOR VARIANCE Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

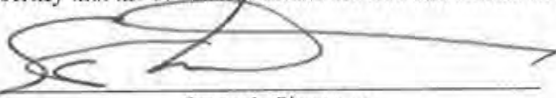
INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

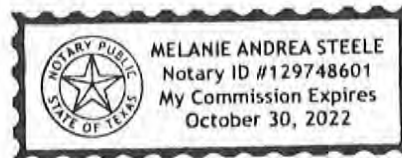
OWNER INFORMATION:

Property Owner's Full Legal Name: Pine Street Family, LP/Scott Hemphill
Property Owner's Mailing Address: PO Box 1621, Dripping Springs, TX 78620
Home Phone: _____ Work Phone: _____
Cell Phone: 512-297-0737 e-Mail Address: scott.hemphill@me.com

IF APPLICABLE: Owner hereby gives Hugo Elizondo, Jr., P.E./ Cuatro Consultants, Ltd. permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.


I hereby certify that the above statements are true and correct to the best of my knowledge.


Owner's Signature



STATE OF TEXAS
COUNTY OF Hays

Subscribed and sworn to before me this 25th day of October, 20 19

(seal) 
Notary Public

My Commission expires: October 30, 2022

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Hugo Elizondo, Jr., P.E./ Cuatro Consultants, Ltd.
Applicant's Mailing Address: PO Box 2579, Kyle, TX 78640
Home Phone: _____ Work Phone: 512-312-5040 ext. 1
Cell Phone: 512-565-9040 e-Mail Address: hugo@cuatroconsultants.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Amending Plat of Lots 9 and 10 of the Amended Wildwood Hills
911 street address for the Subject Property, if established: 31620 Ranch Road 12, Dripping Springs, TX 78620

Legal description:

Lot 9/10, Block N/A, Subdivision Amended Plat of Wildwood Hills, Sec N/A, Phase N/A

If not located in a subdivision: Survey _____,

Abstract _____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R47853/R47854

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 4

This information can be obtained by calling (512) 393-2190.

ACTION REQUESTED:

☒ Administrative Variance as follows (check all that apply):

☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.

☒ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.

☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.

☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.

☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☐ Variance of the Regulations as they apply to the subdivision of property in Hays County.

☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Table 10-1 Minimum Lot Size	Requires 2.00 acre minimum lot size for lots in Contributing Zone of Edwards Aquifer served by advanced OSSF system and private well.	Allow advance OSSF/private well combination on 1.18 acre lot created by combining 2 existing lots.

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

HARDSHIP FINDINGS (attach additional sheets if necessary):

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

Existing residence and septic field lie across the existing common lot line. Total land area owned by Owner is 1.18 acres including the 2 existing lots. Landowner is simply amending to create 1 lot out of 2 existing platted lots.

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

This is an existing subdivision originally platted in 1978. Landowner is seeking to clean up title with this Amending Plat by removing lot line bisecting the existing residence.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

Existing residence has been served by private well and conventional septic without impact on public health or safety. Owner is planning to replace existing OSSF with advanced system.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

Hardship is not the result of Owner's action.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

Variance will allow OSSF system to be upgraded to an advanced system per current requirements.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

Not applicable.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

Variance will allow conflict arising out of the subject Amending Plat creating 1 lot out of 2 existing lots where combined acreage does not meet the 2.00 acre minimum lot size.

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.



Completed Subdivision Plat Submittal Form or Application for Development Authorization.

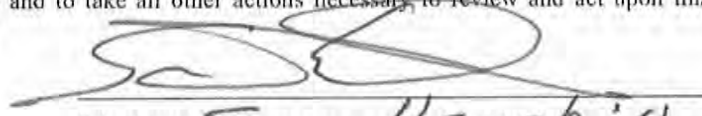
Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.



Other – List any other supplemental information submitted with this Application:

OWNER'S/APPLICANT'S CERTIFICATION:

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


Print Name Scott Hemphill

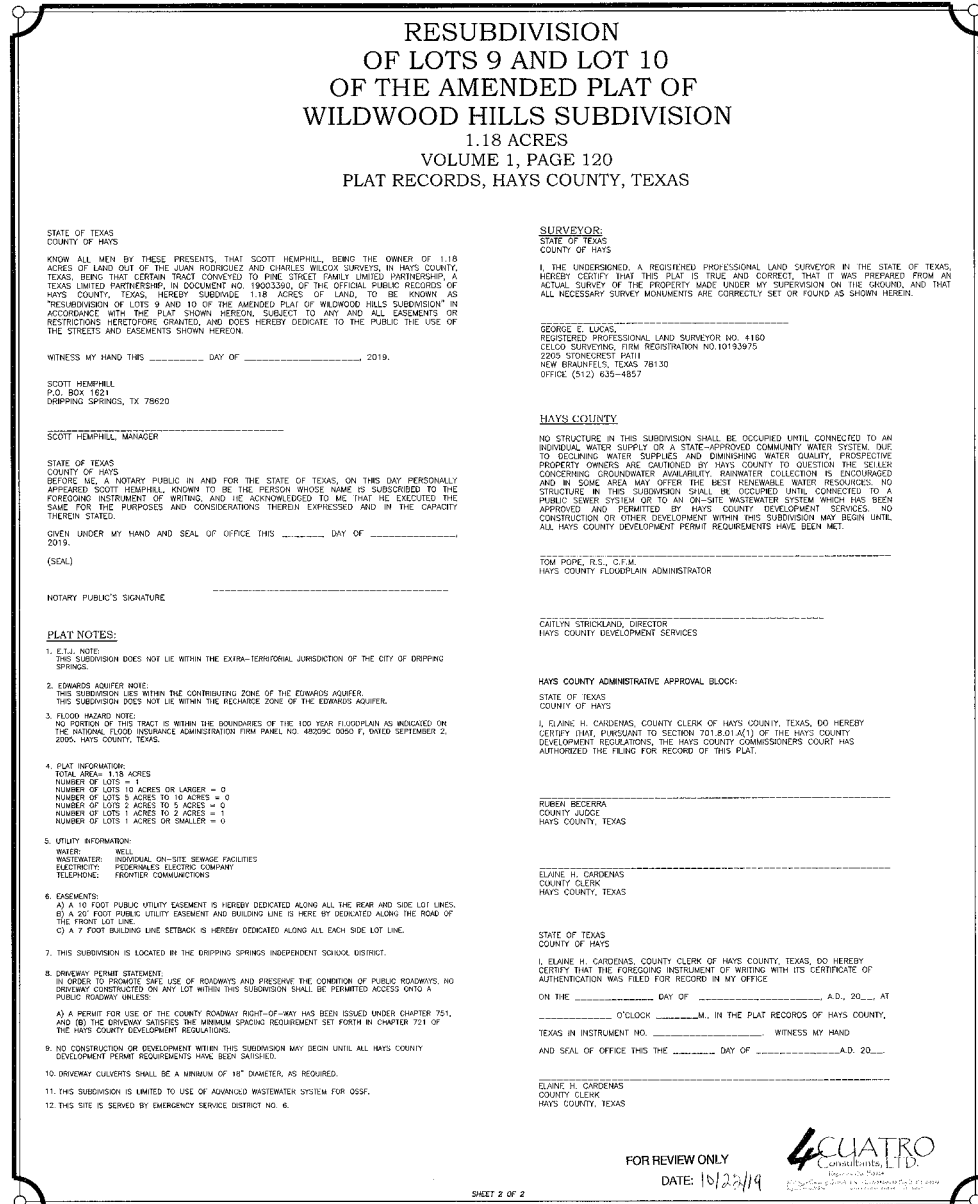
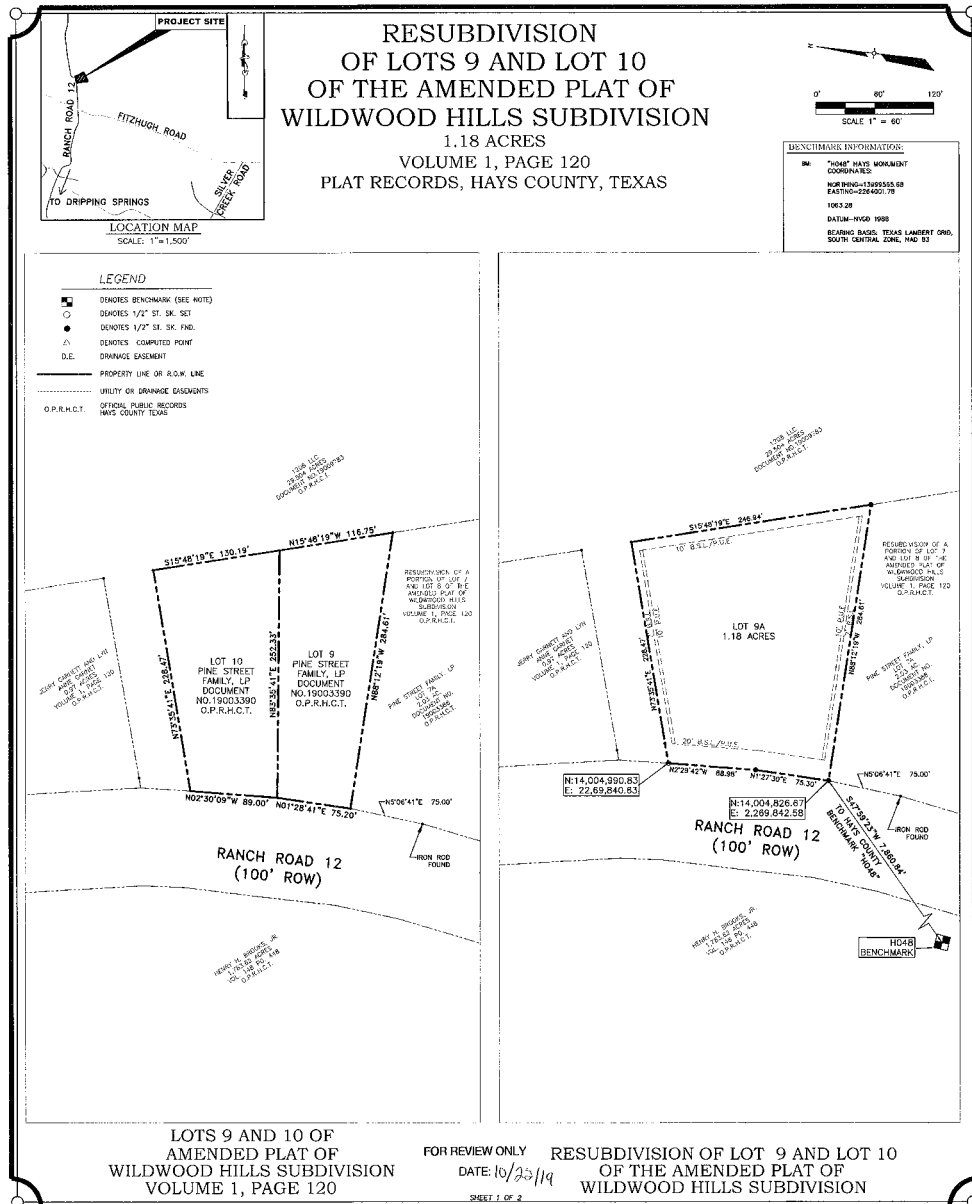
STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 25th day of October, 20 19.

(seal)



Melanie Steele
Notary Public, State of Texas
My Commission expires: October 30, 2022



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-1354; Discussion and possible action to approve final plat for River Oaks of Wimberley, Unit 5, Lot 8A and 9A Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

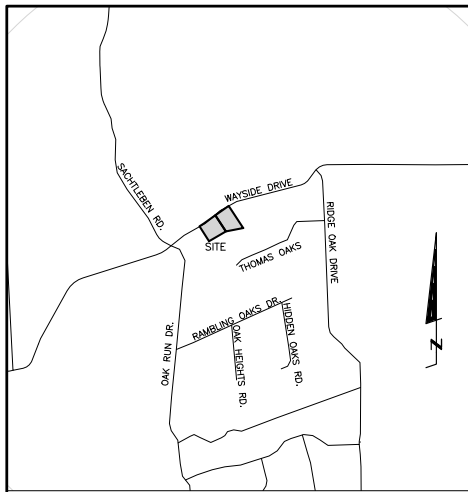
CO-SPONSOR

N/A

SUMMARY

River Oaks of Wimberley, Unit 5, Lot 8A and 9A is a proposed 2 lot subdivision located along Wayside Drive in Precinct 3.

Water service will be provided by private wells and rainwater collection. Wastewater service will be accomplished by Individual OSSF.



VICINITY MAP - 1"=2000'

SURVEYOR'S NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0335F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
7. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
8. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.
9. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
10. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
11. THE EXISTING DRIVEWAY ON LOT 9A IS FOR THE USE OF LOT 9A ONLY.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, OWNERS OF 20.411 ACRES IN THE WESLEY HUGHES SURVEY, ABSTRACT 243, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 7/24/2019, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 19026963 DO HEREBY SUBDIVIDE 8.69 ACRES OF THIS PROPERTY TO BE KNOWN AS LOTS 8A AND 9A, RIVER OAKS OF WIMBERLEY, UNIT 5, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

JAMES M. KNIGHT, OWNER
330 THOMAS OAKS
WIMBERLEY, TX. 78676

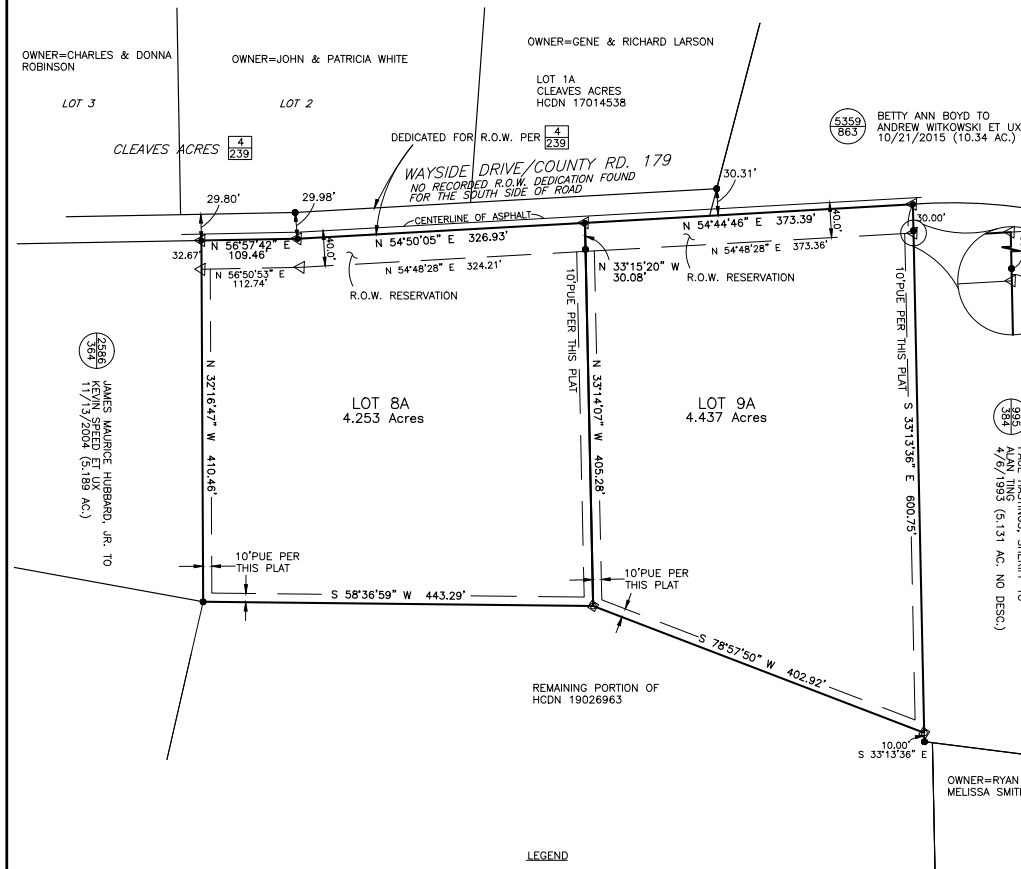
ELIZABETH F. KNIGHT, OWNER
330 THOMAS OAKS
WIMBERLEY, TX. 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES M. KNIGHT AND ELIZABETH F. KNIGHT, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



ORIGINAL SCALE
1" = 100'

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, 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 SAID COURT IN INSTRUMENT NUMBER _____

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT _____ O'CLOCK _____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE 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.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307



PLAT OF
**LOTS 8A AND 9A, RIVER OAKS
OF WIMBERLEY, UNIT 5**
BEING 8.69 ACRES IN THE WESLEY HUGHES
SURVEY, A-243, HAYS COUNTY, TEXAS

LOT SIZE CATEGORIES

TOTAL AREA = 8.69 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 4.345
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 - 10 ACRES = 0
NUMBER OF LOTS 2 - 5 ACRES = 2
NUMBER OF LOTS 1 - 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOP.
WATER-INDIVIDUAL ON-SITE WELLS
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

LEGEND

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- CALCULATED POINT
- WIRE FENCE
- UTILITY LINE, POLE AND GUY
- CONCRETE NAIL SET

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.

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

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

CAITLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

310

DATE

CLIENT: KNIGHT, JAMES AND ELIZABETH
DATE: 7/2/2019
OFFICE: K. SMITH
CREW: K. SMITH
FB/PG: 768/58
PLAT NO. 27674-19-c

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 granting a variance from Chapter 705.12.02 of the Hays County Development Regulations for the Waterridge Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

STRICKLAND

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Waterridge Subdivision is a proposed 8 Lot Subdivision located off of 6 Creeks Blvd. in Precinct 4.

Chapter 705.12.02 of the Hays County Development Regulations outlines the requirements of Public Notification for all applications seeking approval from the County for a Preliminary Plan or Final Plat. This application is for a preliminary plan and the applicant is seeking a variance from the notice requirements which include the requirement of Posted Notice, Written Notice, and Published Notice.

This subdivision application is under interlocal review with the City of Kyle. The variance request is attached in the backup.



REQUEST FOR VARIANCE APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



REQUEST FOR VARIANCE Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

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

OWNER INFORMATION:

Property Owner's Full Legal Name: Blanco River Ranch Properties, LP

Property Owner's Mailing Address: 1901 Hollister Road

Home Phone: 281 850 3098

Work Phone: 281 850 3098

Cell Phone: 281 850 3098

e-Mail Address: greyes@reytec.net

IF APPLICABLE: Owner hereby gives _____ permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

Owner's Signature

**STATE OF TEXAS
COUNTY OF _____**

Subscribed and sworn to before me this _____ day of _____, 20____

(seal)

Notary Public
My Commission expires: _____

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Albert Cortez

Applicant's Mailing Address: _8402 Forest Heights Lane

Home Phone: 512 636 5971

Work Phone: 512 636 5971

Cell Phone: 512 636 5971

e-Mail Address: acortez@reytec.net

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): **Watteridge**

911 street address for the Subject Property, if established: _____

Legal description:

Lot _____, Block _____, Subdivision _____, Sec _____, Phase _____

If not located in a subdivision: Survey _____,

Abstract _____, Recorded (Vol/Page) _____

Hays Central Appraisal District Property ID Number: R

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: Precinct 4

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☐ Variance from the Regulations as they apply to the subdivision of property in Hays County.
- X ☐ Other (specify): 705.12.02 – notice requirement section

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
705.12.02	except as exempted under §705.11.04, all Applications seeking approval from the County for a Preliminary Plan or Final Plat shall be required to notify the public using posted notice, written notice, and published notice. For Applications where the Final Plat is submitted prior to the expiration of the Preliminary Plan in accordance with §705.7.04, the notices issued for the Preliminary Plan shall satisfy the notice requirements for the Final Plat. On a case by case basis the Department may request that the Commissioners Court wave notice requirements for Subdivisions of six (6) Lots or less with existing water and wastewater service.	<hr/> <hr/> <hr/> <hr/>

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>

HARDSHIP FINDINGS (attach additional sheets if necessary):

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

BRR requires the variance in order to address the Kinder Morgan pipeline that is crossing the property

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

BRR is starting the process of mediation and potential condemnation of the property. We required the variance in order to expedite the documentation of 5 years of residential and commercial development. This is important for the City of Kyle

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

This variance will not have an impact on public health, safety and welfare as well as not will not impact other properties. This is administrative action in response to KM pipeline.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

This action is in response to KM pipeline that will be built through the property. This variance will allow to document what BRR has planned to be developed with the City and County.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

This variance will allow BRR to document what has been planned and engineered for development.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

This variance does keep BRR's plans in place for the amount of green space that are a part of the development plans.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

BRR will be allow to accelerate the process which approval for residential plans can be documented.

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☐ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☐ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other – List any other supplemental information submitted with this Application:

OWNER'S/APPLICANT'S CERTIFICATION:

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

Print Name _____

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this _____ day of _____, 20____.

(seal)

Notary Public, State of Texas
My Commission expires: _____

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 appoint the members of the Hays County Citizens Election Advisory Commission (CEAC).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

VILLALOBOS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Final appointments from municipalities and Commissioners Shell and Smith.

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 submit a letter of support to the Texas A&M University, Public Policy Research Institute for the Counsel at First Appearance - Randomized Controlled Trial.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

INGALSBE

SUMMARY

The Public Policy Research Institute is conducting a randomized controlled trial to study the potential benefits of having counsel at first appearance. Although preliminary studies have been conducted elsewhere, it is unclear how these defense services might benefit defendants and Hays County stakeholders. The study will look at the impact on bail and pretrial release conditions as well as failure to appear rates. The study will be fully funded by the Texas Indigent Defense Commission with no matching required from the county.

October 31, 2019

Dr. George Naufal
Public Policy Research Institute
Texas A&M University
4476 TAMU
College Station, Texas 77843

Re: Counsel at First Appearance - Randomized Controlled Trial

Dear. Dr. Naufal

On behalf of myself and commissioner's court, judges, and the district attorney's office, please accept this letter as our intent to be part of your study of the potential benefits of defense counsel at initial magistration of criminal defendants.

We welcome the opportunity to work with you in this endeavor. Hays County is dedicated to providing a fair and just criminal justice system. We are interested in the data which could result from your study and the potential to improve current practices and procedures here in Hays County.

Please do not hesitate to contact me if you need any additional information.

Sincerely,

Lon Shell
Commissioner
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

Discussion and possible action to authorize the Development Services Department to serve as the Interim Floodplain Administrator for the City of Wimberley for a period not to exceed 6 months.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

STRICKLAND

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Hays County and each of its cities have partnered for over a decade on county-wide drainage studies, flood map revisions, and various areas of jurisdictional overlap. The Development Services Department has collaborated with the City of Wimberley in flood recover, rebuilding, and other efforts following all major flooding events.

The City of Wimberley has requested the County's assistance in administering their flood protection and permitting program. The City is in the process of hiring a new city planner/floodplain administrator and will require assistance until the position is filled.

It is the desire of the City of Wimberley to ensure development authorizations inside the City of Wimberley are handled as efficiently as areas within the County's jurisdiction, during the City's time of transition.

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 award RFQ 2020-Q01 Right of Way Acquisition Attorney Services to LJA Engineering, Inc. and authorize staff and General Counsel to negotiate a contract.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

JONES

N/A

SUMMARY

On October 1, 2019 the Commissioners Court approved specifications and authorized Purchasing to solicit for Right of Way Acquisition Attorney Services. Purchasing received responses from the following firms:

Cobb, Fendley & Associates
Ross Molina Oliveros, P.C.
LJA Engineering, Inc.
HRM Land Acquisition Solutions, LLC
Sheets & Crossfield PLLC

Upon evaluation of the responses, the highest-ranking respondent is LJA Engineering, Inc. The committee recommendation is to pursue negotiations with LJA Engineering, Inc. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

Attachment: RFQ 2020-Q01 Bid Tabulation and Scores

Firm Cobb, Fendley & Associates, Inc. Ross Molina Oliveros, P.C. LJA Engineering, Inc. HRM Land Acquisition Solutions, LLC Sheets & Crossfield PLLC	RFQ 2020-Q01 Right of Way Acquisition Attorney Services									
	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4		Averages	
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank
	85	4	93	2	95	2	79	2	88.00	3.0
	78	5	77	5	86	4	68	5	77.25	5.0
	90	3	96	1	96	1	81	1	90.75	1.0
	94	2	93	2	83	5	71	4	85.25	4.0
97	1	96	1	94	3	76	3	90.75	1.0	

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 approve a finalized job description for the Hays County Office of Emergency Services Director; and to provide job posting instructions.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

n/a

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Miller

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

The County Judge has recommended experience, qualification, certification, license and registration edits to the Emergency Services Director job description. Although the Court did discuss this item on one prior occasion, a finalized job description has yet to be approved for the position. 2 job descriptions are attached: the original job description and the job description, as amended by the County Judge's Office.

HAYS COUNTY JOB DESCRIPTION

Job Code: 0982
Grade: 119
FLSA: Exempt
Safety Sensitive
Phone Allocation

Prepared By: Human Resources
Date Prepared: February 2005
Date Revised: 03/09, 01/12, 03/16, 11/19

EMERGENCY SERVICES DIRECTOR

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

Summary

Serves as the Emergency Services Director for Hays County, supervising Emergency Management and Fire Marshal's staff and collaborating with the Emergency Preparedness Division of the Health Department. The Emergency Services Director is designated as the Emergency Management Coordinator. Conducts research and analysis to develop emergency operational plans and programs for Hays County and performs intergovernmental planning and coordination functions. Manages the Emergency Operations Center during disasters to coordinate Hays County emergency operations. Reports to the Hays County Judge, and serves as a liaison to the Capital Area Council of Governments. Develops and maintains funding sources, strategic planning, and coordination of Homeland Security activities in Hays County. Must be committed to responding to the changing needs of our service area. Serves as a leader in innovative, cost effective, and comprehensive hazmat response. Maintains credibility through conduct that is uncompromising in honesty and professionalism. Supports a working environment that encourages respectful communication, equitable treatment and widespread contribution. Achieves distinction by demonstrating the highest degree of professional and operational expertise combined with effective teamwork.

Responsibilities

- Develops, implements, and evaluates policies, procedures, goals, objectives, and priorities for the Office of Emergency Services, including Hays County Emergency Management, Fire Marshal and Homeland Security operations.
- Acts as the Emergency Management Coordinator.
- Supervises and directs the activities of the Emergency Management and Fire Marshal personnel.
- Conducts continual risk analysis of potential all hazard situations.
- Develops, maintains, and distributes the Hays County Emergency Operation Plan, Mitigation Action Plan, and associated documentation and action plans; conducts periodic and random reviews of the County's preparedness; and resolves issues and recommends solutions to ensure appropriate implementation and utilization.
- Develops and delivers training on Emergency Management programs and procedures to Hays County staff; and plans and coordinates emergency preparedness exercises and drills, including preparing appropriate reports for federal and state authorities and agencies; and ensures National Incident Management System (NIMS) training compliance
- Establishes cooperative partnerships with and provides appropriate training to area fire departments, law enforcement agencies, municipalities, local school districts, public works agencies, building officials, public safety communications agencies, Hays County departments and officials, and public officials.
- Represents Hays County by participating or attending task forces, working groups, committees or subcommittees meetings, advisory group, emergency functions, neighborhood groups, boards and commissions, seminars, conferences, professional associations meetings, and private organizations.
- Reviews expenditures, expense reports, requisitions for equipment procurement, and develops RFP's to assist in the bidding process.

- Manages Homeland Security Grants, Emergency Management Program Grant, and Criminal Justice Grants as necessary; and researches and makes recommendations on all future grant funding sources.
- Evaluates and coordinates weapons of mass destruction and hazardous materials training needs for County agencies.
-
- Serves as a liaison to the Capital Area Council of Governments, and Federal and State Homeland Security Departments; and coordinates with state and federal emergency management personnel concerning disaster mitigation, preparedness, response, and recovery activities.
- Attends appropriate meetings with local, state, and federal government agencies.
- Communicates with the public and news media; prepares and delivers public awareness presentations to civic groups, medical facilities, schools, and other community organizations.
- Ensures County's compliance with all federal and state regulations regarding hazardous materials storage, incident response, and recovery activities.
- Manages the Hays County Emergency Operations Center during complex all hazard emergency incidents; monitors and evaluates selected service delivery methods and procedures to be utilized in disasters or other major incidents; and acts as Hays County's Emergency Management liaison with expertise in hazardous materials response, control, mitigation, and recovery.
- Maintains Hays County hazardous materials records and assists local fire departments with inspections and risk analysis of potential hazardous materials emergencies, hazardous materials sites, and assists in the development of operational plans for hazardous materials incidents.
- Maintains operational response protocols dealing with Homeland Security that effect all hazard situations in Hays County.
- Prepares various reports to fulfill documentation requirements and ensures all local, state, and federal laws are being met in regards to hazardous material management for Hays County.
- Inspects records of all hazardous material incident operations and required operational reports.
- Monitors flood control areas to assure safety of residents and their ability to reach higher ground if necessary.
- Stays abreast of emergency management techniques and practices.
- Performs administrative tasks and other duties.

Knowledge Required

- Professional knowledge of public administration and governmental agencies.
- Professional knowledge of Incident Command System (ICS).
- Professional knowledge of legislative process.
- Professional knowledge principles and techniques of planning.
- Professional knowledge of modern planning research methods, data collections, and analysis.
- Professional knowledge of strategic planning techniques.
- Professional knowledge of purchasing and RFP process.
- Professional knowledge of budgeting processes.
- Professional knowledge of Federal, State, and Local applicable laws and regulatory codes.
- Professional knowledge of hazardous waste operations and emergency response in accordance with Occupational Safety and Health Standards, 29 CFR 1910.120.
- General knowledge of computer equipment and related software applications to include word processing, spreadsheets, and databases.
- General knowledge of supervisory principles, practices, and techniques.
- General knowledge of business letter writing, grammar, punctuation and report preparation.

Required Skill

- Professional skill in developing short-range and long-range comprehensive plans in development of innovative solutions.
- Professional skill in program planning, developing, and implementing.
- Professional skill in both verbal and written communication.
- Professional skill to coordinate the development and making of presentations.
- Professional skill to coordinate work with others.
- Professional skill in conducting interviews and group meetings.
- Professional skill to initiate and develop projects and programs.
- Professional skill to work under unique and challenging situations.
- Professional skill to speak and conduct media briefings.

- General skill in operating basic office equipment and in preparing documents using word processing, spreadsheet, and database programs.
- General skill in compiling data and information into clear and comprehensive reports.
- General skill in the maintenance of records.

Education and/or Experience

- Bachelor's degree from an accredited college or university in Emergency Management, Planning, Public Policy/Administration, Government, Business Administration or a related field.
- Five years experience in strategic planning, hazmat operations, project management, or program development.

One of the following can be substituted for a Bachelor's degree:

- Four years work experience with a non-profit, local, state, or federal government Emergency Management agency.
- Certification as an Emergency Manager by the Texas Association of Emergency Managers or the International Association of Emergency Managers.

Other Qualifications, Certificates, Licenses, Registrations

- Valid Class C Driver's License
- Texas Department of Public Safety Division of Emergency Management, Professional Development Series or completion within 2 years.
- Hazardous Material Technician or Hazardous Materials Incident Command training in accordance with Occupational Safety and Health Standards, 29 CFR 1910.120(q), NFPA 472 preferred.
- Completion of the Professional Development Series of courses conducted by the Federal Emergency Management Agency preferred.
- Maintains appropriate and required certifications and training updates.

Supervision

- The Emergency Services Director is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility and effectiveness.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Reach sound conclusions and make recommendations.
- Formulate broad perspectives.
- Will be required to carry a cell phone and radio to always be on call.

Guidelines

The Emergency Services Director uses judgment in interpreting and adapting guidelines such as Hays County policies, state, and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. This position must have a strong work ethic. This position must establish and maintain effective working relationships with departmental clientele, outside agencies, other county staff and officials, and the general public. The Emergency Services Director must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. Employee must be available to communicate with others at all times.

Emotional Demands

This position must be able to handle occasional stressful situations when interacting with some argumentative or emotional contacts within the general public. The contacts are generally cooperative; however, in some situations this position may be called upon to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

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

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

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk

- Hear.
- Occasionally stand, walk, kneel, squat, bend, stoop, climb ladders.
- Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Required to lift and/or move up to 50 pounds.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The employee frequently travels to various locations throughout the county to perform administrative functions and personnel assessments. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated. During emergency situations, the employee may work outdoors, around fire or damaged buildings, and in inclement weather. The incumbent may be exposed to wet and/or humid conditions, moving mechanical parts, high, precarious places, fumes or airborne particles, toxic or caustic chemicals, infectious diseases, extreme cold and heat, risk of electrical shock, explosives, risk of radiation, and vibration. The noise level in the work environment may be loud.

Acknowledgement

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

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

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

Employee Signature

Date

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

HAYS COUNTY JOB DESCRIPTION

Job Code: 0982
Grade: ~~447~~119
FLSA: Exempt
Safety Sensitive
Phone Allocation

Prepared By: Human Resources
Date Prepared: February 2005
Date Revised: 03/09, 01/12, 03/16, 10/19

EMERGENCY SERVICES DIRECTOR

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

Summary

Serves as the Emergency Services Director for Hays County, supervising Emergency Management and Fire Marshal's staff and collaborating with the Emergency Preparedness Division of the Health Department. The Emergency Services Director is designated as the Emergency Management Coordinator. Conducts research and analysis to develop emergency operational plans and programs for Hays County and performs intergovernmental planning and coordination functions. Manages the Emergency Operations Center during disasters to coordinate Hays County emergency operations. Reports to the Hays County Judge, and serves as a liaison to the Capital Area Council of Governments. Develops and maintains funding sources, strategic planning, and coordination of Homeland Security activities in Hays County. Must be committed to responding to the changing needs of our service area. Is a leader in innovative, cost effective, and comprehensive hazmat response. Maintains credibility through conduct that is uncompromising in honesty and professionalism. Supports a working environment that encourages respectful communication, equitable treatment and widespread contribution. Achieves distinction by demonstrating the highest degree of professional and operational expertise combined with effective teamwork.

Responsibilities

- Develops, implements, and evaluates policies, procedures, goals, objectives, and priorities for the Office of Emergency Services, including Hays County Emergency Management, Fire Marshal and Homeland Security operations.
- Acts as the Emergency Management Coordinator.
- Supervises and directs the activities of the Emergency Management and Fire Marshal personnel.
- Conducts continual risk analysis of potential all hazard situations.
- Develops, maintains, and distributes the Hays County Emergency Operation Plan, Mitigation Action Plan, and associated documentation and action plans; conducts periodic and random reviews of the County's preparedness; and resolves issues and recommends solutions to ensure appropriate implementation and utilization.
- Develops and delivers training on Emergency Management programs and procedures to Hays County staff; and plans and coordinates emergency preparedness exercises and drills, including preparing appropriate reports for federal and state authorities and agencies; and ensures National Incident Management System (NIMS) training compliance
- Establishes cooperative partnerships with and provides appropriate training to area fire departments, law enforcement agencies, municipalities, local school districts, public works agencies, building officials, public safety communications agencies, Hays County departments and officials, and public officials.
- Represents Hays County by participating or attending task forces, working groups, committees or subcommittees meetings, advisory group, emergency functions, neighborhood groups, boards and commissions, seminars, conferences, professional associations meetings, and private organizations.
- Reviews expenditures, expense reports, requisitions for equipment procurement, and develops RFP's to assist in the bidding process.

- Manages Homeland Security Grants, Emergency Management Program Grant, and Criminal Justice Grants as necessary; and researches and makes recommendations on all future grant funding sources.
- Evaluates and coordinates weapons of mass destruction and hazardous materials training needs for County agencies.
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- Serves as a liaison to the Capital Area Council of Governments, and Federal and State Homeland Security Departments; and coordinates with state and federal emergency management personnel concerning disaster mitigation, preparedness, response, and recovery activities.
- Attends appropriate meetings with local, state, and federal government agencies.
- Communicates with the public and news media; prepares and delivers public awareness presentations to civic groups, medical facilities, schools, and other community organizations.
- Ensures County's compliance with all federal and state regulations regarding hazardous materials storage, incident response, and recovery activities.
- Manages the Hays County Emergency Operations Center during complex all hazard emergency incidents; monitors and evaluates selected service delivery methods and procedures to be utilized in disasters or other major incidents; and acts as Hays County's Emergency Management liaison with expertise in hazardous materials response, control, mitigation, and recovery.
- Maintains Hays County hazardous materials records and assists local fire departments with inspections and risk analysis of potential hazardous materials emergencies, hazardous materials sites, and assists in the development of operational plans for hazardous materials incidents.
- Maintains operational response protocols dealing with Homeland Security that effect all hazard situations in Hays County.
- Prepares various reports to fulfill documentation requirements and ensures all local, state, and federal laws are being met in regards to hazardous material management for Hays County.
- Inspects records of all hazardous material incident operations and required operational reports.
- Monitors flood control areas to assure safety of residents and their ability to reach higher ground if necessary.
- Stays abreast of emergency management techniques and practices.
- Performs administrative tasks and other duties.

Knowledge Required

- Professional knowledge of public administration and governmental agencies.
- Professional knowledge of Incident Command System (ICS).
- Professional knowledge of legislative process.
- Professional knowledge principles and techniques of planning.
- Professional knowledge of local, state and federal disaster response protocols.
- Professional knowledge of modern planning research methods, data collections, and analysis.
- Professional knowledge of strategic planning techniques.
- Professional knowledge of purchasing and RFP process.
- Professional knowledge of budgeting processes.
- Professional knowledge of Federal, State, and Local applicable laws and regulatory codes.
- Professional knowledge of hazardous waste operations and emergency response in accordance with Occupational Safety and Health Standards, 29 CFR 1910.120.
- General knowledge of computer equipment and related software applications to include word processing, spreadsheets, and databases.
- General knowledge of supervisory principles, practices, and techniques.
- General knowledge of business letter writing, grammar, punctuation and report preparation.

Required Skill

- Professional skill in developing short-range and long-range comprehensive plans in development of innovative solutions.
- Professional skill in program planning, developing, and implementing.
- Professional skill in both verbal and written communication.
- Professional skill to coordinate the development and making of presentations.
- Professional skill to coordinate work with others.
- Professional skill in conducting interviews and group meetings.
- Professional skill to initiate and develop projects and programs.
- Professional skill to work under unique and challenging situations.

- Professional skill to speak and conduct media briefings.
- General skill in operating basic office equipment and in preparing documents using word processing, spreadsheet, and database programs.
- General skill in compiling data and information into clear and comprehensive reports.
- General skill in the maintenance of records.
- Occasionally stand, walk, kneel, squat, bend, stoop, climb ladders.
- Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Required to lift and/or move up to 50 pounds.

Education and/or Experience

- Bachelor's degree from an accredited college or university in Emergency Management, Planning, Public Policy/Administration, Government, Business Administration or a related field.
- Five years experience in strategic planning, hazmat operations, project management, or program development.

~~One of the~~ *The following can be substituted for a Bachelor's degree:*

- Four-Three years work experience with a non-profit, local, state, or federal government Emergency Management agency.
- Ten years work experience with a municipal or county fire or police department.
- Certification as an Emergency Manager by the Texas Association of Emergency Managers or the International Association of Emergency Managers.

Other Qualifications, Certificates, Licenses, Registrations

- Two years work experience with a local, state, or federal government Emergency Management agency.
- Valid Class C Driver's License
- Texas Department of Public Safety Division of Emergency Management, Professional Development Series or completion within 21 years.
- Hazardous Material Technician or Hazardous Materials Incident Command training in accordance with Occupational Safety and Health Standards, 29 CFR 1910.120(q), NFPA 472 preferred.
- Texas Department of Public Safety Division of Emergency Management, Advance Professional Development Series or completion within 2 years.
- Completion of the G428 Community Emergency Response Team Train the Trainer course conducted by the Federal Emergency Management Agency preferred.
- Completion of the G191 ICS-EOC Interface course conducted by the Federal Emergency Management Agency preferred.
- Completion of the G364 Multi-Hazard Emergency Planning for Schools course conducted by the Federal Emergency Management Agency preferred.
- Completion of the BIC Basic Instructor Certification conducted by the Federal Emergency Management Agency preferred.
- Completion of the MGT 314 Enhanced All-Hazards Incident Management/Unified Command conducted Texas A&M Engineering Extension Service by the National Emergency Response and Rescue Training Center preferred.
- Certified Firefighter by the Texas Commission on Fire Protection preferred.
- Bilingual Conversational Spanish Speaking preferred .
- Completion of the Professional Development Series of courses conducted by the Federal Emergency Management Agency preferred.
- Maintains appropriate and required certifications and training updates.

Supervision

- The Emergency Services Director is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility and effectiveness.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Reach sound conclusions and make recommendations.

- Formulate broad perspectives.
- Will be required to carry a cell phone and radio to always be on call.

Guidelines

The Emergency Services Director uses judgment in interpreting and adapting guidelines such as Hays County policies, state, and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. This position must have a strong work ethic. This position must establish and maintain effective working relationships with departmental clientele, outside agencies, other county staff and officials, and the general public. The Emergency Services Director must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. Employee must be available to communicate with others at all times.

Emotional Demands

This position must be able to handle occasional stressful situations when interacting with some argumentative or emotional contacts within the general public. The contacts are generally cooperative; however, in some situations this position may be called upon to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

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

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

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk
- Hear.
- Occasionally stand, walk, kneel, squat, bend, stoop, climb ladders.
- Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Required to lift and/or move up to 50 pounds.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The employee frequently travels to various locations throughout the county to perform administrative functions and personnel assessments. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated. During emergency situations, the employee may work outdoors, around fire or damaged buildings, and in inclement weather. The incumbent may be exposed to wet and/or humid conditions, moving mechanical parts, high, precarious places, fumes or airborne particles, toxic or caustic chemicals, infectious diseases, extreme cold and heat, risk of electrical shock, explosives, risk of radiation, and vibration. The noise level in the work environment may be loud.

Acknowledgement

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

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

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

Employee Signature

Date

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

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 or value of real property regarding Parks and Open Space within Hays County. Possible action may follow in Open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Information will 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

EXECUTIVE SESSION

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

KENNEDY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Litigation update 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 purchase, exchange or value of approximately 536 acres of real property located in Precinct 3 of Hays County (and partially within Comal County), part of the former El Rancho Cima "Scout" property. Possible action may follow in open court, including but not limited to authorizing the execution of Agreement(s) between Hays County and the Nature Conservancy related to the acquisition of fee title to the property.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Litigation update 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 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

November 19, 2019

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

INGALSBE

SUMMARY

Summary to be provided in Executive Session.