Commissioners Court November 5, 2019
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **5th day of November 2019**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE - **Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**
ROLL CALL

PUBLIC COMMENTS

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

CONSENT ITEMS

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

1	4	Approve payments of County invoices. **VILLARREAL-ALONZO**
2	5	Approve payments of Juror checks. **VILLARREAL-ALONZO**
3	6	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4	7-14	Approve Commissioners Court Minutes of October 29, 2019. **BECERRA/CARDENAS**
5	15	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. **BECERRA/RICHEY**
6	16	Authorize On-Site Sewage Facility Permit for one office/warehouse building located at 6121 Post Road, Kyle, Texas 78640. **SMITH/STRICKLAND**
7	17-21	Approve Utility Permits. **BECERRA/BORCHERDING**
8	22	Authorize the Sheriff's Office to move an employee from Correction Officer Slot # 0605-27 to Emergency Communications Officer Slot # 0515-12. **INGALSBE/CUTLER**
9	23-79	Approve specifications for RFQ 2020-Q03 On-Call CE&I Professional Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/BORCHERDING**
10	80-114	Approve specifications for RFP 2020-P04 Traffic Counter Inspection & Maintenance and authorize Purchasing to solicit for proposals and advertise. **JONES/INGALSBE/BORCHERDING**
11	115-118	Authorize the County Judge to execute an agreement with TransUnion for investigative searches for the Sheriff's Office Criminal Investigations Division. **BECERRA/CUTLER**
12	119-123	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. **BECERRA/CUTLER**
13	124-126	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. **INGALSBE/CARDENAS**
14	127-134	Authorize the County Judge to execute an agreement with Adventos Corporation for SmartForce SmartCorrection Jail software totaling $15,000 and amend the budget accordingly. **BECERRA/CUTLER**
15	135-137	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. **INGALSBE**
16	138-141	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. **BECERRA/CUTLER**
17	142	Authorize the Office of Emergency Services to utilize FY20 budgeted funds to purchase Recognition Awards ($650) for the Community Emergency Response Team (CERT) Volunteers. **BECERRA/J.MCINNIS/MIKE JONES**
18	143-170	Authorize the execution of the FY2020 Statewide Automated Victim Notification Services (SAVNS) Maintenance Grant Contract in the amount of $30,170.26. **BECERRA/T.CRUMLEY**

ACTION ITEMS

SUBDIVISIONS

19	171-173	SUB-1205; La Cima Phase 1, Section 2 (108 Lots). Discussion and possible action to accept Letter of Credit No. 5308 for street and drainage improvements for La Cima Phase 1, Section 2 in the amount of $1,320,516.41. **SHELL/PACHECO**
20	174-175	SUB-1354; River Oaks of Wimberley, Unit 5, Lot 8A and 9A Subdivision (2 Lots). Discussion and possible action to approve preliminary plan. **SHELL/PACHECO**

MISCELLANEOUS

21	176	Discussion and possible action to authorize the closure of all Hays County Parks on November 28, 2019, December 25, 2019, January 1, 2020 and April 10, 2020. **SHELL/T.CRUMLEY**
22	177-181	Discussion and possible action 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. **BECERRA**
23	182-183	Discussion and possible action to award contracts for IFB 2020-B02 Hauling of Solid Waste to Texas Disposal Systems, Inc. and Central Waste & Recycling. **SHELL/SMITH/T.CRUMLEY**
24	184-192	Discussion and possible action 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. **BECERRA/CUTLER**
25	193	Discussion and possible action 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. **SMITH/STRICKLAND**

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.

26	194	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**
27	195	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**
28	196	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 Right of Way along Dacy Lane in Pct 1 & Pct 2. Possible action may follow in open court. **INGALSBE/JONES**

STANDING AGENDA ITEMS

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

29	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA/J.MCINNIS**
30	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
31	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**
32	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**
33	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 1st 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

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of October 29, 2019.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 29th DAY OF OCTOBER A.D., 2019, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
ELAINE H. CÁRDENAS	**COUNTY CLERK**

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Chaplin Javier Maldonado, CTMC, 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

Dan Lyon, Hays county residents, made public comments. Sara Lee Underwood Myers made public comments about Arbor Day and the tree give-away program.

1. PRESENTATION OF HAYS COUNTY SERVICE AWARDS.

5 year service awards were presented to Efren Chavez, County Wide Operations, Patricia Gomez, County Clerk's office, and Jordan Powell, General Counsel. 10 year service awards were presented to Patrick Ortiz, Sheriff's Office, and Jeffrey Spencer, Sheriff's office. 15 year service awards were presented to Mark Kennedy, General Counsel, and Juan Martinez, Juvenile Probation. 20 year service awards were presented to Danny Lombardo, Sheriff's Office. 25 year service awards were presented to Robert Molina, Transportation. 35 year service awards were presented to Joanne Prado, Justice of the Peace Precinct 1.1. Retirement Service awards were presented to Laura Hernandez, Juvenile Probation, and Robert Fiore, Sheriff's office.

34476 APPROVE PAYMENTS OF COUNTY INVOICES.

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

34477 APPROVE PAYMENTS OF JUROR CHECKS.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve payments of Juror checks. All present voted "Aye." MOTION PASSED.

34478 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

34479 APPROVE COMMISSIONERS COURT MINUTES OF OCTOBER 22, 2019.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve Commissioners Court Minutes of October 22, 2019. All present voted "Aye." MOTION PASSED.

34480 APPROVE THE PAYMENT OF THE OCTOBER 31, 2019 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $3,900,000.00 EFFECTIVE OCTOBER 31, 2019 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve the payment of the October 31, 2019 payroll disbursements in an amount not to exceed $3,900,000.00 effective October 31, 2019 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION.

34481 CONFIRM HAYS COUNTY'S POLICY FOR HISTORICALLY UNDERUTILIZED BUSINESSES AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE TXDOT FORM 2395, A MEMORANDUM OF UNDERSTANDING WITH TXDOT CONFIRMING HAYS COUNTY'S ADOPTION OF THE STATE'S FEDERALLY APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AND HAYS COUNTY'S INTENTION TO FOLLOW SAID PROGRAM.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to confirm Hays County's Policy for Historically Underutilized Businesses and authorize the County Judge to execute TXDOT Form 2395, a Memorandum of Understanding with TxDOT confirming Hays County's adoption of the State's federally approved Disadvantaged Business Enterprise Program and Hays County's intention to follow said Program. All present voted "Aye." MOTION PASSED.

34482 APPROVE UTILITY PERMITS.

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

34483 AUTHORIZE PAYMENT TO STAR ASSET SECURITY IN THE AMOUNT OF $2,160.91 FOR REPAIRS TO THE GOVERNMENT CENTER FIRE PANEL POWER SUPPLY WHERE NO PURCHASE ORDER WAS ISSUED AS PER COUNTY PURCHASING POLICY.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize payment to STAR Asset Security in the amount of $2,160.91 for repairs to the Government Center fire panel power supply where no purchase order was issued as per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

34484 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 7 OFFICE/WAREHOUSE BUILDINGS LOCATED AT 22601 RANCH ROAD 12, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to Authorize On-Site Sewage Facility Permit for 7 office/warehouse buildings located at 22601 Ranch Road 12, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

34485 AUTHORIZE THE JUVENILE PROBATION DEPARTMENT TO REPLACE A BUDGETED COUNTY ISSUED PHONE WITH A $45 MONTHLY TELEPHONE ALLOWANCE EFFECTIVE NOVEMBER 1, 2019 FOR THE CHIEF JUVENILE PROBATION OFFICER, SLOT NUMBER 0950-001 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the Juvenile Probation Department to replace a budgeted county issued phone with a $45 monthly telephone allowance effective November 1, 2019 for the Chief Juvenile Probation Officer, slot number 0950-001 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34486 AUTHORIZE PAYMENT OF $853.44 TO CARD SERVICES RELATED TO BUDGETED HOTEL FEES ASSOCIATED WITH TWO DISTRICT COURT ASSISTANT COUNTY ADMINISTRATORS ATTENDANCE AT THE TEXAS ASSOCIATION FOR COURT ADMINISTRATION (TACA) 43RD ANNUAL EDUCATION CONFERENCE IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize payment of $853.44 to Card Services related to budgeted hotel fees associated with two District Court Assistant County Administrators attendance at the Texas Association for Court Administration (TACA) 43rd Annual Education Conference in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

34487 APPROVE THE APPOINTMENT OF JUSTIN MCINNIS TO THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (HAYS CISD) SAFETY

AND SECURITY COMMITTEE AS REQUIRED BY SECTION 37.109 OF THE TEXAS EDUCATION CODE.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe approve the appointment of Justin McInnis to the Hays Consolidated Independent School District (Hays CISD) Safety and Security Committee as required by Section 37.109 of the Texas Education Code. All present voted "Aye." MOTION PASSED.

34488 APPROVE SPECIFICATIONS FOR RFQ 2020-Q02 LIME KILN ROAD CE&I PROFESSIONAL SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve specifications for RFQ 2020-Q02 Lime Kiln Road CE&I Professional Services and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

34489 APPROVE SPECIFICATIONS FOR RFP 2020-P03 INMATE COMMISSARY SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve specifications for RFP 2020-P03 Inmate Commissary Services and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED

34490 ACCEPT THE VEGETATION COVERAGE, THE RELEASE OF THE REVEGETATION BOND #HSIFSU0704229 IN THE AMOUNT OF $2,186.60 FOR REUNION RANCH SUBDIVISION, PHASE 3, SECTION 2, AND THE REVEGETATION BOND #HSIFSU0704229 IN THE AMOUNT OF $1,659.50 FOR REUNION RANCH SUBDIVISION, PHASE 3, SECTION 5.

Commissioner Jones spoke of an email sent by Jerry Borcherding, Transportation Director, stating staff recommendation for the bonds. **A motion was made by Commissioner Smith seconded by Commissioner Ingalsbe accept the vegetation coverage, the release of the revegetation bond #HSIFSU0704229 in the amount of $2,186.60 for Reunion Ranch subdivision, Phase 3, Section 2, and the revegetation bond #HSIFSU0704229 in the amount of $1,659.50 for Reunion Ranch subdivision, Phase 3, Section 5. All present voted "Aye." MOTION PASSED.**

34491 ACCEPT ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS, ACCEPT THE 2-YEAR MAINTENANCE BOND #PB030168000375 IN THE AMOUNT OF $125,332.00, AND ACCEPT THE 1-YEAR REVEGETATION BOND #PB030168000375 IN THE AMOUNT OF $17,066.00 FOR PARTEN RANCH SUBDIVISION, PHASE 2.

A motion was made by Commissioner Smith seconded by Commissioner Ingalsbe to accept road construction & drainage improvements, accept the 2-year maintenance bond #PB030168000375 in the amount of $125,332.00, and accept the 1-year revegetation bond #PB030168000375 in the amount of $17,066.00 for Parten Ranch subdivision, Phase 2. All present voted "Aye." MOTION PASSED.

34492 RELEASE OF THE MAINTENANCE BOND #1045271 IN THE AMOUNT OF $352,823.51, AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR CROSSWINDS SUBDIVISION, PHASE 1, SECTION 1.

A motion was made by Commissioner Smith seconded by Commissioner Ingalsbe release of the maintenance bond #1045271 in the amount of $352,823.51, and the acceptance of roads into the county road maintenance system for Crosswinds subdivision, Phase 1, Section 1. All present voted "Aye." MOTION PASSED

34493 APPROVE ADVANCE FUNDING AGREEMENT REGARDING THE FM 110 PROJECT FROM FM 621 TO THE CALDWELL COUNTY LINE AMONG HAYS COUNTY, TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) AND THE MARTINDALE WATER SUPPLY CORPORATION TO EFFECT THE RELOCATION OF WATERLINE FACILITIES AS PART OF THE FM 110 CONSTRUCTION PROJECT AND AUTHORIZE THE COUNTY JUDGE TO

EXECUTE THE ADVANCE FUNDING AGREEMENT ON BEHALF OF HAYS COUNTY FOR $119,436.70.

A motion was made by Commissioner Smith seconded by Commissioner Ingalsbe approve Advance Funding Agreement regarding the FM 110 project from FM 621 to the Caldwell County Line among Hays County, Texas Department of Transportation (TxDOT) and the Martindale Water Supply Corporation to effect the relocation of waterline facilities as part of the FM 110 construction project and authorize the County Judge to execute the Advance Funding Agreement on behalf of Hays County for $119,436.70. All present voted "Aye." MOTION PASSED

34494 APPROVE AWARD OF IFB 2019-B08 EMULSION OILS TO ERGON ASPHALT & EMULSIONS, INC. AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE SAME.

A motion was made by Commissioner Jones seconded by Commissioner Shell approve award of IFB 2019-B08 Emulsion Oils to Ergon Asphalt & Emulsions, Inc. and authorize the County Judge to execute same. All present voted "Aye." MOTION PASSED.

34495 AWARD CONTRACTS FOR IFB 2019-B04 ROAD BUILDING MATERIALS - COLD MIX MATERIALS TO VULCAN CONSTRUCTION MATERIALS, LLC, AND COLORADO MATERIALS, LTD AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE SAME.

A motion was made by Commissioner Jones seconded by Commissioner Shell to award contracts for IFB 2019-B04 Road Building Materials - Cold Mix Materials to Vulcan Construction Materials, LLC, and Colorado Materials, LTD and authorize the County Judge to execute same. All present voted "Aye." MOTION PASSED

34496 AWARD CONTRACTS FOR IFB 2019-B03 ROAD BUILDING MATERIALS - HOT MIX TO CENTURY ASPHALT, LTD., COLORADO MATERIALS, LTD., BRUNTEX MATERIALS, INC. AND TEXAS MATERIALS GROUP AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE SAME.

A motion was made by Commissioner Jones seconded by Commissioner Shell to award contracts for IFB 2019-B03 Road Building Materials - Hot Mix to Century Asphalt, Ltd., Colorado Materials, Ltd., Bruntex Materials, Inc. and Texas materials Group and authorize the County Judge to execute same. All present voted "Aye." MOTION PASSED

34497 AUTHORIZE THE PARKS DEPARTMENT TO UTILIZE BUDGETED PARK BOND FUNDS FOR THE REPAIR OF THE HISTORIC WEIR LOCATED WITHIN JACOB'S WELL IN THE AMOUNT OF $32,285.60 AND AMEND THE BUDGET ACCORDINGLY.

Mark Kennedy, General Counsel, Tammy Crumley, County Wide Operations, and Commissioner Shell spoke on this item. **A motion was made by Commissioner Shell seconded by Commissioner Jones to authorize the Parks Department to utilize budgeted Park Bond Funds for the repair of the historic weir located within Jacob's Well in the amount of $32,285.60 and amend the budget accordingly. All present voted "Aye." MOTION PASSED**

34498 APPOINT THE MEMBERS OF THE HAYS COUNTY CITIZENS ELECTIONS COMMISSION.

Alex Villalobos, Chief of Staff, Jennifer Anderson, Elections Administrator, Commissioner Smith, Commissioner Jones, Commissioner Inglasbe, Commissioner Shell, and Judge Becerra spoke on this item. Commissioner Ingalsbe designated Roland Saucedo and Diane Hervol, Judge Becerra designed Arthur Taylor and Linda Tenorio as members of the Hays County Citizens Elections Commission.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to nominate Sandra Tenorio as the rural representative of the Hays County Citizens Elections Commission. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to nominate Sam Tovar as the disabilities representative of the Hays County Citizens Elections Commission All present voted "Aye." MOTION PASSED

34499 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT BETWEEN HAYS COUNTY AND FJC: A FOUNDATION OF PHILANTHROPIC FUNDS, A NONPROFIT ORGANIZATION, OTHERWISE KNOWN AS "MYPADILLA" REGARDING THE REGIONAL PADILLA COMPLIANCE PILOT PROJECT TO BE PAID FOR BY A TECHNICAL ASSISTANCE GRANT AWARDED BY THE TEXAS INDIGENT DEFENSE COMMISSION (TIDC) IN THE AMOUNT OF $326,400.

Julie Wimmer, Representative of "myPadilla", Alex Villalobos, Chief of Staff, Commissioner Shell, and Commissioner Inglasbe spoke on this item. **A motion was made by Commissioner Shell seconded by Commissioner Inglasbe to authorize the County Judge to execute an agreement between Hays County and FJC: A Foundation of Philanthropic Funds, a nonprofit organization, otherwise known as "myPadilla" regarding the Regional Padilla Compliance Pilot Project to be paid for by a Technical Assistance Grant awarded by the Texas Indigent Defense Commission (TIDC) in the amount of $326,400. All present voted "Aye." MOTION PASSED**

34500 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN 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.

Mark Kennedy, General Counsel, Commissioner Ingalsbe, and Commissioner Shell spoke on this item. **A motion was made by Commissioner Shell seconded by Commissioner Jones to authorize the County Judge to execute an 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. All present voted "Aye." MOTION PASSED**

Clerk's Note: This item was reopened after Executive Session for a correction on the wording of the motion regarding the dollar amount.

34501 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT BETWEEN HAYS COUNTY AND SAMSARA IN THE AMOUNT OF $9,294.00 REGARDING THE GPS TRACKING SYSTEM FOR ALL VEHICLES IN COUNTYWIDE OPERATIONS.

Tammy Crumley, Commissioner Smith, Commissioner Inglasbe, Commissioner Jones, and Judge Becerra spoke on this item. **An amended motion was made by Commissioner Inglasbe seconded by Commissioner Shell to authorize the County Judge to execute a contract between Hays County and Samsara in the amount of $9,294.00 for year one regarding the GPS tracking system for all vehicles in Countywide Operations. All present voted "Aye." MOTION PASSED**

Court convened into Executive Session 10:10 a.m. Then reconvened into open court at 12:01 p.m.

28. 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.

No action was taken.

Clerk's Note: Court adjourned at 12:16 p.m. and was reopened into open session at 12:22 p.m. once all the Commissioners and Judge Becerra were present to make a motion on agenda item 29. The reopened session was not broadcast due to limited recording broadcasting software. Court Adjourned for the second time at 12:24 p.m.

34502 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PERFORMANCE AND DUTIES OF THE VETERANS SERVICE OFFICER, EMERGENCY SERVICES DIRECTOR, IT DIRECTOR, HUMAN RESOURCES DIRECTOR, TRANSPORTATION DIRECTOR, GENERAL COUNSEL, DIRECTOR OF COUNTYWIDE OPERATIONS, DEVELOPMENT SERVICES DIRECTOR, CHIEF OF STAFF,

ELECTION ADMINISTRATOR AND EXTENSION AGENTS. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT, INCLUDING BUT NOT LIMITED TO THE APPLICATION OF MERIT-BASED RAISES.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to adopt salary merit increases for Hays County Department Heads as documented with the County Treasurer's Office and waive the application of merit procedures related to performance evaluations as needed. All present voted "Aye." MOTION PASSED

30. 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 was taken.

34502 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 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 Jones to authorize the County Judge to execute a purchase agreement between Hays County and landowners on Parcel 50, related to right of was acquisition along Dacy Lane in precinct 1, as presented in Executive Session. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the County Judge to execute a purchase agreement between Hays County and landowners on Parcel 40, related to right of was acquisition along Dacy Lane in precinct 1, as presented in Executive Session. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute a purchase agreement between Hays County and landowners on Parcel 69, related to right of was acquisition along Dacy Lane in precinct 2, as presented in Executive Session. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute a purchase agreement between Hays County and landowners on Parcel 65, related to right of was acquisition along Dacy Lane in precinct 2, as presented in Executive Session. All present voted "Aye." MOTION PASSED

34503 DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.

Scott Raven, Fire Marshall, gave an update on the expiration of the burn ban and recommended a new burn ban be put in place. **A motion was made by Commissioner Smith seconded by Commissioner Ingalsbe to initiate a new burn ban. All present voted "Aye." MOTION PASSED.**

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

Judge Becerra gave an update for the inmate population. **No action was taken.**

Clerk's Note Agenda Item #34 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 #35 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 #36 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 Jones at 12:16 p.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 October 29, 2019.

COMMISSIONER'S COURT HAYS COUNTY, TEXAS

ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO CLERK OF THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the 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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 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 mid-month payroll disbursements not to exceed $2,900,000.00.

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 one office/warehouse building located at 6121 Post Road, Kyle, Texas 78640.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 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	SMITH	N/A

SUMMARY

Macky Holdings, LLC is proposing an OSSF to serve an office/warehouse building used for tile/flooring sales. This 1.13 acre tract of land is Lot 4 in the IH-35 Corridor Corner subdivision and will be served by a public water supply. This lot lies entirely within the limits of the City of Kyle
The system designer, Hugo Elizondo, Jr., P.E., has designed a proprietary treatment system. After treatment, the effluent will be disposed via drip irrigation tubing for a maximum daily rate of 120 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 4, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Permit #:	Road Name:	Utility Company:
1172	Bunton Lane	CenterPoint Energy

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 # 1172**

Application Date: October 25, 2019

Commissioner Court Approval Date: November 4, 2019

Utility Company Info:
- Name: CenterPoint Energy
- Address: 2730 S. IH 35 New Braunfels, Tx. 78130
- Phone: (830) 643-6919
- Contact: Abel Arispe
-

Engineer/Contractor Info:
- Name: CenterPoint Energy
- Address: 2730 S. IH 35 New Braunfels, Tx. 78130
- Phone: (830) 643-6919
- Contact: Abel Arispe

Type of Utility Service: Gas

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

Proposes to Bore under Bunton Lane to install a 4in intermediate pressure polyethylene plastic gas line with an 8in HDPE casing.

Road and Bridge 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: October 24, 2019

Formal notice is hereby given that CenterPoint Energy, a Division of CenterPoint Energy Resources Corporation Company proposes to place a 4" intermediate pressure polyethylene plastic gas line w/ 8" HDPE Casing Line within the right-of-way of CR 151 as follows: (give location, length, general design, etc.)
Proposed parallel and crossings of CR 151 in Kyle, Hays County, Texas. See attached drawing for proposed piping plan (Hays County Permit Drawing). The installed gas line will operate at a pressure under 60 PSIG.

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 a 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 11th day of November, 2019.

General Special Provisions:

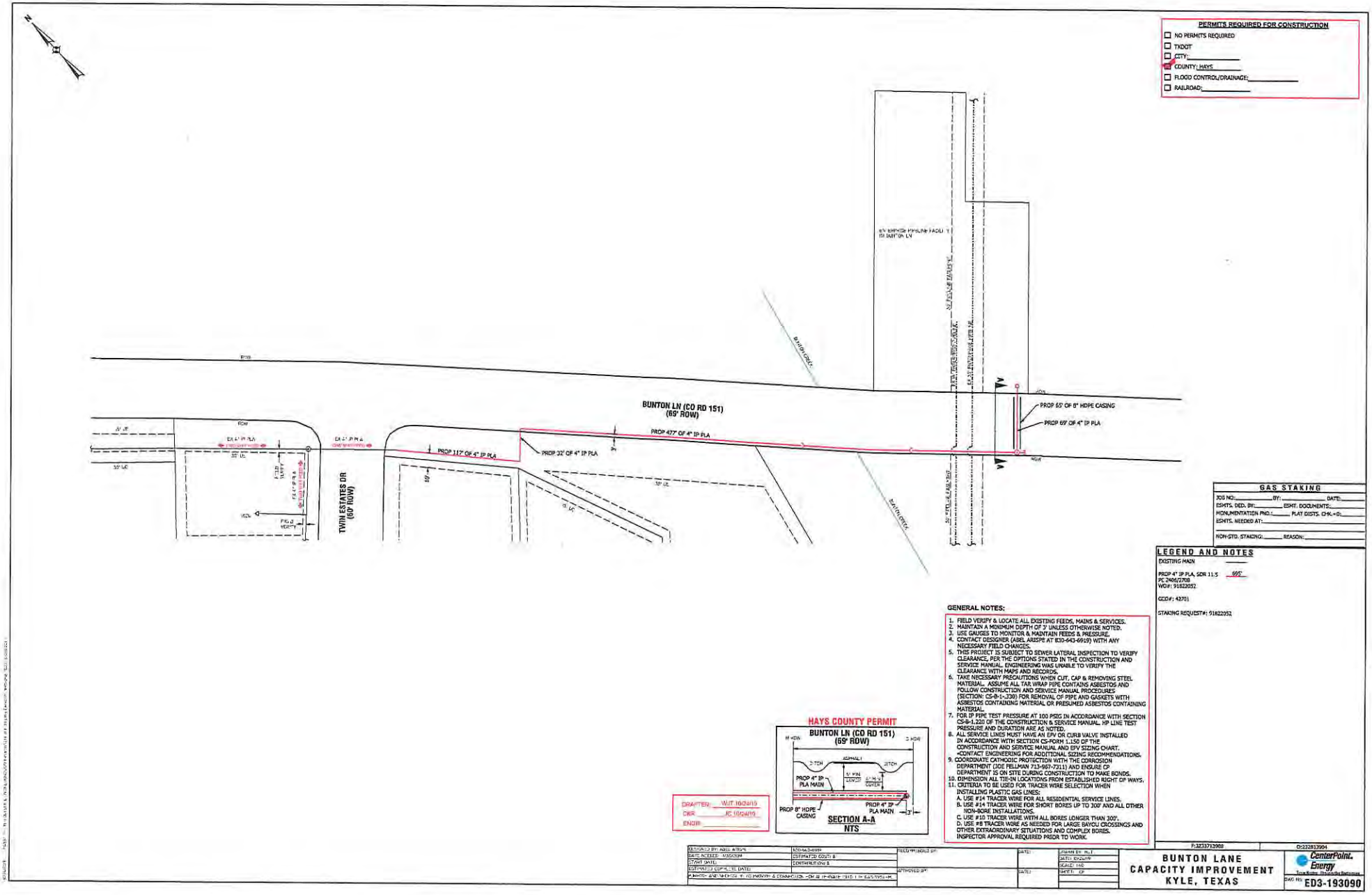
By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm CenterPoint Energy
By (Print) Abel Arispe
Signature

Title Engineer
Address 2730 S IH 35
New Braunfels, TX 78130
Phone (830) 643-6919

Approved by Hays County Road & Bridge Department

Signature Permit Coordinator 10/30/19
Title Date


PERMITS REQUIRED FOR CONSTRUCTION
NO PERMITS REQUIRED
TXDOT
CITY:
COUNTY: HAYS
FLOOD CONTROL/DRAINAGE:
RAILROAD:
BUNTON LN (CO RD 151)
(69' ROW)
TWIN ESTATES DR
(60' ROW)
PROP 117' OF 4" IP PLA
PROP 32' OF 4" IP PLA
PROP 427' OF 4" IP PLA
PROP 65' OF 8" HDPE CASING
PROP 69' OF 4" IP PLA
BAYOU CREEK
GAS STAKING
LEGEND AND NOTES
EXISTING MAIN
PROP 4" IP PLA, SDR 11.5
PE 2406/2708
WO#: 91822052
GCD#: 42701
STAKING REQUEST#: 91822052
GENERAL NOTES:
1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (ABEL ARISPE AT 830-643-6919) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-0-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-9-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART. *CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (JOE PELLMAN 713-967-7311) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES.
INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.
HAYS COUNTY PERMIT
BUNTON LN (CO RD 151)
(69' ROW)
PROP 4" IP PLA MAIN
PROP 8" HDPE CASING
SECTION A-A
NTS
DRAFTER: WJT 10/24/19
DES: JC 10/24/19
ENGR:
BUNTON LANE
CAPACITY IMPROVEMENT
KYLE, TEXAS
CenterPoint Energy
DWG No: ED3-193090

HAYS COUNTY

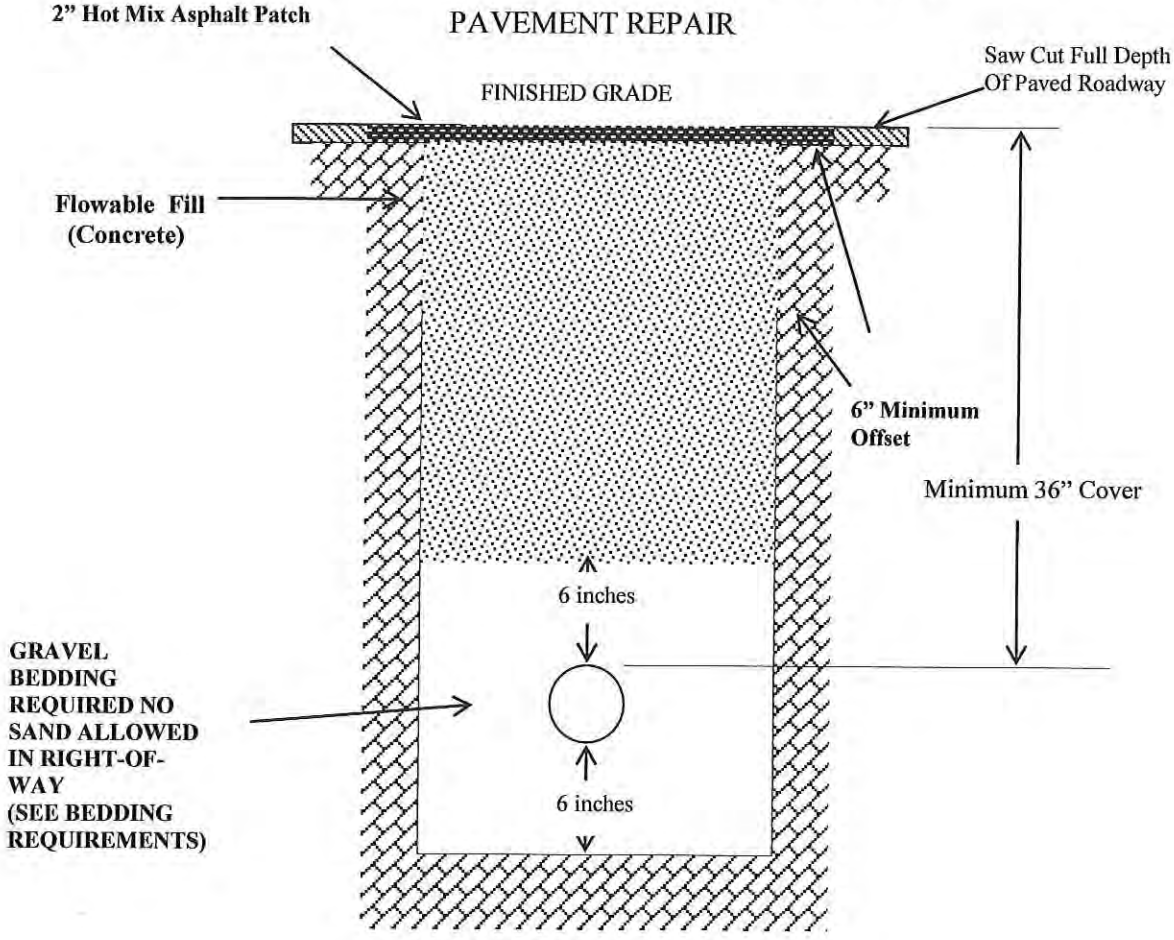
Underground Utilities Crossing County Road

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 with in 7 days must be leveled up with cold mix until permanent road surface is placed.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to move an employee from Correction Officer Slot # 0605-27 to Emergency Communications Officer Slot # 0515-12.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	None

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

The Sheriff's Office would like to request an exception to the current Hays County policy 2A113-Demotions that states a voluntary demotion will be a reduction of a minimum of 3%, but not more than 6%. Per the employee's request, the Sheriff's Office would like to move an employee from Correction Officer Slot # 0605-27 to Emergency Communications Officer Slot # 0515-12. This move exceeds a 6% reduction in pay.

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-Q03 On-Call CE&I Professional Services and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit interest for at least two qualified consultants interested in providing on-site construction, engineering, inspection & testing, and other associated services related to the construction of improvements on various road improvement projects which may include federal funding.

Attachments:
RFQ 2020-Q03 On Call CE&I Professional Services
Attachment A: DBE Commitment Agreement Form
Attachment B: FHWA 1273

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: RFQ 2020-Q03-XXX **On-Call CE&I Professional Services**	**Date Issued: November 6, 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 2, 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 p.m. on November 21, 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: Mailing Address:		Name: 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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XVII. Attachments

A. DBE Commitment Agreement Form (SMS 4901)

B. FHWA 1273 Form

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 Affirmations & Solicitation Acceptance

____ 12. FHWA 1273 Certification

____ 13. DBE Commitment Agreement Form (SMS 4901)

____ 14. Team Member Qualifications & Resumes (p.12)

____ 15. Outline and Time Frame of completing services (p.12)

____ 16. Any addenda applicable to this solicitation

____ 17. 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-Q03 Providing On-Call construction, engineering, inspection & testing, and other associated professional services related to Hays County Road Improvement Projects.
3.	**Issuing Office:**	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed Summary of Qualifications marked with Solicitation Number and 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 2, 2019, 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 November 27**,** 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 the ESBD. All questions regarding the RFQ shall be submitted via email to the Hays County Purchasing email above. Informal verbal inquiries are not allowed. No questions will be accepted after the deadline stated above. Responses will be posted at the CivicPlus and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFQ, if any, will be posted on the CivicPlus and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of,

and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

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 (Antilobbying Requirement):

Except as authorized under this RFQ with respect to questions and clarifications concerning this RFQ, starting on **November 6, 2019**, and ending on the date the County has executed a contract with the successful respondent under this RFQ, a prospective or actual respondent may not directly or indirectly contact a member of the County's Commissioner's Court, its employees, consultants, or contractors performing work for the County concerning the subject matter of this RFQ. Violation of this restriction is grounds for disqualification from consideration. Any contact with the County is to solely be via CivicPlus or the ESBD.

Anticipated Schedule of Events

November 6, 2019	Issuance of RFQ
November 21, 2019	Deadline for Submission of Questions (5:00 PM CT)
December 2, 2019	Deadline for Submission of Bids (2:30 PM CT) **Late bids will not be accepted.**
January, 2020	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit interest for at least two qualified consultants interested in providing on-site construction, engineering, inspection & testing, and other associated services related to the construction of improvements on various road improvement projects which may include federal funding. Other associated services include: coordinate for access to adjacent properties, assist the County with detailed scheduling and construction progress documentation information for the Hays County road improvement project website, and coordinate and attend weekly construction meetings related to construction of improvements on various road improvement projects.

The County intends to use this RFQ process to assist the County 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 to negotiate a contract with. If a contract cannot be reached, then the County will move to the second highest scoring respondent and conduct negotiations. This process will continue until a contract is reached.

During the evaluation process, the Committee and the County reserve the right, where it may 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.

Where state or federal funds are part of a project's funding, procedures for acquiring rights of way and easements must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, the ROW Relocation Assistance Manual and ROW Acquisition Manual by Texas Department of Transportation (TXDOT).

The following attachments to this RFQ provide specific detail regarding this project and should be thoroughly reviewed prior to proposal submittal:

Attachment A: DBE Commitment Agreement Form (SMS 4901)
Attachment B: FHWA 1273

B. Background

Hays County's Road Improvement Projects are ongoing efforts, in partnership with local governments and the Texas Department of Transportation, with combinations of state and federal funding to construct various transportation (primarily road) improvements.

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.

Hays County intends to supplement its in-house construction inspection program staff for these improvements. All work will be performed on behalf of the County in accordance with TxDOT standards and procedures as specified in the final Advanced Funding Agreement, when such an Agreement is executed for an improvement receiving State and/or Federal funds, or in accordance with County standards and procedures when an improvement is funded only with local funds.

The selected respondents will keep the County informed of the Contractor's operations in the field, especially issues that would affect safety, quality, schedule, and potential construction disputes. The selected respondents will have the authority to stop construction activity in response to emerging life safety issues.

The selected respondents will not control or direct the construction under the construction contract. Construction engineering, inspections, survey checks, and material testing operations will not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract. The Design Engineer will remain responsible for design related services.

C. Scope of Work

The Services to be provided by the selected respondents include, but are not limited to, the following key services:

1. Provide all labor, equipment, tools, and incidentals to perform the Services.
2. Provide all Personal Protective Equipment (PPE), as necessary in performance of Services. PPE will meet all current standards set by OSHA and any additional project specific requirements at the direction of the County.
3. Provide vehicles clearly displaying company logos, mobile phones, and computer equipment system (i.e. laptop, computers and/or tablets) capable of performing the Services.
4. Online entry of documents into the County's document control system. The County will provide access to the project document control system. The selected respondent will become familiar with the operation of this system, as needed, and respect the confidentiality of all information provided to and available on this system.

5. Assist in the resolution of construction issues and conflicts and provide timely data to the County and the Contractor.
6. Provide quality control and assurance oversight for the construction of the project through construction engineering and management in accordance with the plans, specifications, and approved Construction Quality Management Plan to be developed by the selected respondent in collaboration with the County.
7. Maintain and retain project files for the duration of the Project.
8. Perform and report construction inspections of all operations related to structures, roadway, drainage, traffic (i.e. signs, striping, signals, illumination), and maintenance of traffic to ensure that the Contractor's work, including sequencing of work, is conducted in accordance with the approved contract documents. All inspectors should have a current OSHA-10 Card (safety training). Current and valid certifications, as required, will need to be submitted to the County throughout the Contract duration.
9. Review, monitor and recommend modifications to the Contractor's maintenance of traffic/traffic control operations according to applicable specifications and standards through the use of approved inspection reports.
10. Provide a Qualification Program for materials utilized for the construction of the Project in accordance with the Quality Acceptance Program (QAP). Maintain documentation of all qualified individuals who perform required tests for acceptance of materials.
11. Facilitate project meetings to assess progress, schedule, and the quality of services being provided as well as identify issues. The selected respondent will prepare agendas, meeting minutes, action items and follow-up action item status for each of the Project meetings and distribute to attendees and appropriate personnel.

Hays County intends to enter into contract with a prime provider to provide the above-referenced services. To be considered, a prime provider (or sub-provider(s) proposed on a team) can utilize the TxDOT pre-certified work category(s) to demonstrate their competency and experience in performing similar work. A respondent may also present examples of similar services being provided to cities and/or counties. If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 30% of the actual contract work. To be considered, a team must demonstrate that it has a Project Lead and the necessary support staff to provide the requested level of service for those assignments.

Any or all of the following TxDOT pre-certified work categories will be considered in evaluating respondent qualifications:

- 11.1.1 Roadway Construction Management and Inspection
- 11.2.1 Major Bridge Construction Management and Inspection
- 12.1 Material Testing
- 12.1.1 Asphaltic Concrete
- 12.1.2 Portland Cement Concrete
- 12.2.1 Plant Inspection and Testing
- 14.1.1 Soil Exploration
- 14.2.1 Geotechnical Testing
- 14.3.1 Transportation Foundation Studies
- 15.2.1 Design and Construction Survey

Engineer shall be required to:

1. Work with County Staff, and other consultants to establish the Project program.
2. Consider input provided by the Hays County Transportation Department and/or consultants designated by the Transportation Department.

3. Review research and documentation provided by the Transportation Department.
4. Meet with the Hays County Transportation Department and/or consultants designated by the Transportation Department as needed or requested during the course of the Project.
5. 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.
6. 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 IV 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. **Preclusion of Work**

Qualified respondents will not be assigned projects for which the Price or team member has served as the Prime Design Engineer for the project during the construction engineering phase of the project. The County's existing GEC team (*Prime Strategies, Inc.* and *HNTB Corporation*) are not eligible to compete for this contract. The organization selected and contracted for this procurement will not be eligible to enter into a contract as a Contractor or one of its Subcontractors for the Lime Kiln Improvements construction project.

F. **State of Texas federally-approved DBE program**

Hays County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. It is Hays County's aspirational goal to secure at least ten percent (10%) of its competively procured contracts with vendors that qualify as Disadvantaged Business Enterprises, as defined by the Act. Hays County, and qualified respondents, shall not discriminate on the basis of Race, color, national origin, or sex in the award and/or performance of the work described herein. Failure by the selected respondent to comply with the requirements described in this section will be considered a material breach of any contract that issues from this RFQ and may result in the termination of that agreement or the assertion of other remedies by Hays County.

G. 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 qualifications based on a comprehensive set of criteria. Qualifications received shall be evaluated and ranked by the County according to the following criteria: (Maximum Point Total 100)

1. **Team's Experience** **20 points**
   - 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 the assigned Hays County Road Improvement Projects.
   - Describe your firm's approach to 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 CE&I professional services and how it relates to work performed by subconsultants, if any.

5. **Capacity to Perform Tasks** **20 points**
   - Explain the firm's capacity and availability to perform the Project.

At a minimum, the following key team members should be individually identified with qualifications and resume.

- Project Lead
- Resident Engineer/Construction Manager
- Lead Roadway Inspector
- Lead Material Manager
- Local Government Project Procedure (LGPP) Qualified Person

- Provide an outline and time frame for completing the services and setting appropriate deadlines.
- Furnish the County with any additional information considered essential to your submission.
- The Project Lead and key personnel identified may not be removed from the project team without approval from the County.

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

RESPONSIBILTY: 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.

H. 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.

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.

I. 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.

J. 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.

DISADVANTAGE BUSINESS ENTERPRISES (DBE) GOAL: The County is committed to providing contracting opportunities for disadvantaged business enterprises. A DBE goal has been set to guarantee that FHWA and TxDOT's policy of ensuring that DBE's have an opportunity to participate in the performance of contracts. The assigned DBE goal for this contract is 10%. The County strongly supports this program and encourages participation by disadvantaged business enterprises. Prime providers will be required to complete and submit a copy of the DBE Commitment Agreement Form (Attachment B) for each DBE listed within their organizational chart with their SOQ.

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 DBEs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed DBE 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 DBE 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 fight 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 CAUSE: 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. DAVIS-BACON ACT – PREVAILING WAGE RATES: All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may

perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS: If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

24. CLEAN AIR – CLEAN WATER: The Contractor under this contract/subcontract agrees as follows:

    a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
    b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
    c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
    d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

25. BYRD ANTI-LOBBYING CERTIFICATION: Contractor certifies, to the best of its knowledge and belief, that:
    a. 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.
    b. 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 From to Report Lobbying", in accordance with its instructions.
    c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
    d. 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.

26. PROCUREMENT OF RECOVERED MATERIALS: The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure the County's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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).

37. 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.

38. 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.

39. 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
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.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **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.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

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.**

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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.**

6 ☐ 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).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

VIII. 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: _____

IX. 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 if 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

X. 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

XI. 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

XII. 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.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

_____
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: _____

XIII. Vendor/Bidder's Affirmation

7. 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.

8. 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.

9. 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

XIV. 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.

XV. FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C. 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.

XVI. 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.

Disadvantaged Business Enterprise (DBE) Program
Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:	**County:**	**Contract-CSJ:**

Items of work to be performed (attach a list of work items if more room is required):

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
				Total	

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor:		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:
DBE:		Name/Title (please print):
Vendor No.:		
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:
Subcontractor (if the DBE will be a second tier sub):		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for RFP 2020-P04 Traffic Counter Inspection & Maintenance and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	INGALSBE

SUMMARY

Hays County is seeking proposals from qualified vendors for Traffic Counter Inspection and Maintenance services.

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: RFP 2020-P04 **Traffic Counter Inspection and Maintenance**	**Date Issued: November 6, 2019**

SOLICITATION

Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive
Proposals will be received at the Hays County Purchasing Office at the address shown above until:
2:00 p.m. local time December 5, 2019.
Proposals 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 RFP must be received in writing no later than 5:00 on November 21 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: Mailing Address:		Name: 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. RFP Submittal Checklist

Notice to Vendors: Ensure that the following are included as a part of your Proposal:

____ 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. Related Party Disclosure Form

____ 12. Appendix A – Mandatory Pricing Sheet

____ 13. Any addenda applicable to this solicitation

____ 14. 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 Proposals
2. Solicitation Number:	RFP 2020-P04 Traffic Counter Inspection and Maintenance
3. Issuing Office:	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and 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: **Thursday, December 5 2019; 2:00 p.m. Central Time (CT)**
6. Initial Contract Term:	January 2020 – December 31, 2025
7. Optional Contract Terms:	Three (3) additional one (1) year renewals
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 Thursday, November 21, 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 the ESBD.
10. Addenda	Any interpretations, corrections or changes to this RFP 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 proposal submission.
11. Contact with County Staff:	Upon issuance of this solicitation, employees and representatives 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.

Anticipated Schedule of Events

November 6, 2019	Issuance of RFQ
November 21, 2019	Deadline for Submission of Questions (5:00 PM CT)
December 5, 2019	Deadline for Submission of Bids (2:30 PM CT) **Late bids will not be accepted.**
January 1, 2020	Anticipated contract award date

III. Specifications

A. Introduction

Hays County is seeking proposals from qualified vendors for Traffic Counter Inspection and Maintenance services. Hays County is a partner with the Texas Department of Transportation in the Pass-Through Finance Roadway Improvement Program (Program). The Program requires the County to collect accurate vehicle traffic counts at 12 existing counter locations in the County, with two additional counter locations anticipated to come online by the end of 2019. The County requires the provision of adequate inspection and maintenance for the components of the traffic counter system to assure satisfactory traffic count data, and dependable and efficient data retrieval by the County. Traffic counter locations are listed below.

County: Hays
Control: Hays County
Sites:

On FM 1626 at Lakewood Drive	Lat 30° 7'34.70"N, Long 97°51'40.01"W
On FM 1626 at FM967	Lat 30° 5'57.09"N, Long 97°52'29.95"W
On IH 35 SB Frontage Road at Kyle Crossing	Lat 30° 2'9.71"N, Long 97°50'44.51"W
On IH 35 SB Frontage Road South of Site 3	Lat 30° 1'56.45" Long 97° 50'51.96"
On IH 35 SB Frontage Road South of Site 4,	Lat 30° 01'21.05" Long 97° 51'16.90"
On IH 35 SB Frontage Road North of East Center Street	Lat 29°59'17.04"N, Long 97°52'16.64"W
On North Side of East Center Street East of IH35,	Lat 29°59'17.04"N, Long 97°52'16.64"W
On IH 35 SB Frontage Road South of East Center Street	Lat 29°58'57.53"N, Long 97°52'26.80"W
On South Side of FM 150 East of IH 35	Lat 29°58'51.80"N, Long 97°52'9.72"W
On IH 35 SB Frontage Road at Yarrington Rd/FM159	Lat 29°56'49.38"N, Long 97°52'50.69"W
On IH 35 SB Frontage Road at Yarrington Rd/FM159 SB turn around	Lat 29°56'48.66"N, Long 97°52'51.27"W
On North Side of FM 110 West of SH 123	Lat 29°49'50.85"N, Long 97°56'57.84"W
[PROPOSED LOCATION] On West Side of FM 1626 1000' North of FM 2770	Approx. Lat 30°03'11.12", Long 97°52'28.67"
[PROPOSED LOCATION] On West Side of FM 1626 700' South of FM 967	Approx. Lat 30°05'43.99", Long 97°52'29.74"

B. Qualifications

Hays County is seeking to contract with a competent provider of Traffic Counter Inspection and Maintenance services. Specifically, it is seeking a Contractor who will meet or exceed the following experience requirements:

1. Minimum Experience. Three years of continuous existence offering services in the installation of RVSD systems. Experience must include freeway and arterial management, forward fire and side fire applications, single zone and dual beam detection, and equipment setup, testing, and troubleshooting.

2. Completed Projects. Three completed projects where personnel installed, tested and integrated RVSD field equipment. The completed installations must have been in continuous satisfactory operation for a minimum of one (1) year.
3. Equipment Experience. One project in which the personnel worked in cooperation with technical representatives of the equipment supplier to perform installation, integration, or acceptance testing of the work.

Include the requested information in Section V. Vendor Reference Form for the references that can be contacted to verify the experience requirements given above.

C. Minimum Required Program Services

The Contractor shall provide inspection and maintenance services to Hays County for repair, preventive maintenance, and communications to the traffic counter Radar Vehicle Sensing Device (RVSD) Sites listed under Sites. The contractor shall furnish and install cellular ethernet modems at each site, replacing incompatible modems if necessary, and establish cellular contracts with provider(s) to communicate back to a central office computer. The Contractor shall maintain a per Site 97% percent data recovery on a running year basis. The Contractor shall meet or exceed the experience requirements for working on Radar Vehicle Sensing Detector (RVSD) devices and data recovery. The Contract, once executed, shall remain in effect for five (5) years.

Maintenance Requirements
The Contractor shall perform all inspection and maintenance required to provide the data recovery percentage return from each Site which will include, but will not be limited to:

1. Replacement of batteries every three years. Each battery shall be labeled with a permanent marker (e.g. Sharpie pen) or adhesive printed label indicating the date of installation.
2. Daily review of data calls to each site to verify data return.
3. The Contractor shall perform quarterly Site inspections to:
    a. Check on the condition of each Site;
    b. Make any adjustments as needed to maintain a clean internal cabinet;
    c. Verify that pole and foundation are in good condition;
    d. Verify that RVSD mounts are secure; and
    e. Test PV panel voltage output and test solar controller output.
    f. Check sensor alignment (via software) and check data health for errors such as missing intervals or unanticipated readings.
4. Verify that each solar charging system can maintain the battery charge.
5. At the start of this Contract, and every 6 months after, the Contractor shall verify that at each Site:
    a. Sensor volume data accuracy is within 5 percent of actual, per direction of travel.
    b. Sensor average speed data is accurate within 5 mph per direction of travel.
    c. Individual lane speed accuracy is within 10 mph of actual.
    d. Individual vehicle speed accuracy is within 5 mph for 90% of measurements.
    e. Vehicle classification data is accurate for 90% of detected vehicles.
    f. Verify that each Site is correctly configured.

Communications and Data Recovery
The Contractor shall:

1. Achieve minimum data percentage recovery per Site.
2. Establish cellular ethernet modem contract(s) for each Site and coordinate the contracts by placing them in Hays County's name and address for payment. The Contractor shall first attempt to use a Hays County preferred cellular provider but will not be constrained to that provider should there be issues with connection to one or more Sites.
3. Install cellular ethernet modems at all Sites or, if there is an existing modem at a Site, verify it is compatible with the intended use. The Contractor shall provide all necessary parts, including cables, adapters, converters and cellular ethernet modem to establish communications. If an older, incompatible modem is part of the existing equipment, it shall be removed and legally disposed of by the Contractor.
4. Cycle power to cellular modem to restore network connection, as necessary (due to cell network changes).
5. Purchase and furnish Windows-based compatible PC. Hays County shall provide a location in their Auditor's office for the computer to be placed with access to the ethernet to connect to the Sites. The PC shall meet or exceed the minimum requirements of the data recovery software to be used during the Contract period.
6. Purchase and furnish to Hays County the appropriate data recovery software to be installed on the Contractor provided IBM-compatible PC referenced above.
7. Monitor the daily data calls for data retrieval. If data retrieval has not occurred for a Site, the Contractor shall take the necessary steps to bring the Site back up and to recover any lost data if possible.
8. The data recovery computer shall be scheduled to make data calls to each Site so that all data will be available by 8:00 AM each day.

Validated Data Return Requirements
Validated data per Site shall be on running year percentage of 97%. Data will be considered validated if it meets Maintenance Requirements item 5, a thru f. If the data validation does not meet the requirements, the Contractor must, within 48 hours, indicate what has caused the issue, prepare a plan to address the issue and provide a schedule for correcting the issue. Hays County reserves the right to cancel the Contract if the Contractor fails to take corrective action within 30 days on a data validation or repair issue that is within the control of the Contractor.

Overcast Conditions
In the case of protracted overcast conditions, the Contractor shall monitor each Site for battery charge and visit those Sites as needed to charge or switch out drained batteries with charged batteries to prevent data loss.

Repairs
The Contractor shall make or arrange for all repairs as required to maintain each Site's data percentage return. Repairs shall be reimbursable if they are not under warranty and must be carried out promptly once the need for repair has been identified to comply with validated data return requirements.

Reimbursement rates shall be in accordance with Schedule II of the Bid Form. All out of scope reimbursement requests must be fully documented with receipts and / or timecard entries.

Reporting Requirements
The Contractor shall document the preventative maintenance quarterly and semi-annual checks and maintain repair records that shall be made available to the County as the records are generated. The Contractor shall submit to the County a template of the quarterly/semi-annual preventive maintenance report for review prior to creating a report.

All repairs, replacements and maintenance issues shall be documented in an approved format (such as a PDF) and submitted to the County monthly and compiled in one document at the end of the Contract prior to receiving final payment. If no repairs, replacements or maintenance issues occurred in a given month, the report shall still be required.

Contractor Provided Items
The Contractor shall provide all necessary materials, parts, tools, personnel and travel arrangements to fulfill the requirements of this scope of services.

D. Proposal Content

Submit a cover letter summarizing your proposal, limiting the cover letter to no more than two (2) pages. The response shall contain no more than 20 pages (excluding the cover letter, required forms, and any appendices). All forms must be signed and submitted with the proposal.

E. Proposed Cost of Services

The respondent must provide the cost of services by completing the mandatory pricing sheet included as Appendix A. Pricing in Schedule I shall address the listed bid items Optional features, products and services shall be priced individually in Schedule II.

F. 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 on a thumb drive

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.

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.

G. Evaluation Criteria & Selection

Proposals will be evaluated and scored by a committee of Hays County employees using the Evaluation and Scoring Criteria below. Depending on the results of the evaluation, Hays County may or may not utilize an interview phase. If interviews are used, Hays County anticipates inviting approximately two to four of the top scoring respondents to an interview on or around December 19, 2019. During the interview, invited respondents shall address criteria included in their letter of invitation for an interview. The top-ranking respondent shall be considered to be selected to enter into negotiations for a contract. If negotiations are successful, the selected firm shall be recommended to the Hays County Commissioners Court for final selection and subsequent contract approval. Note that the Hays County Commissioners Court will make the final selection for award.

Criteria	***Points***
Approach to providing Traffic Counter Inspection and Maintenance Services	40
Vendor's qualifications and experience/References	20
Availability of local facilities, providers, and services	20
Proposed Cost	20
Total Maximum Points	**100**

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.

H. Award of Contract

Upon final review by the Evaluating Committee, recommendation will be made to the Hays County Commissioners Court to negotiate a contract with the highest scoring respondent.

The County reserves the right to accept in part or in whole any proposals submitted, and waive any technicalities for the best interest of the County.

Respondent agrees, if the proposal it accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications, if any. The period for acceptance of the responses will be ninety (90) calendar days.

If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. 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 property owner. The property owner shall not pay for services that are unsatisfactory.

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 RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Request for Proposals (RFP)

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 RFP 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.

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 fight 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 Proposals;
        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
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 have any questions contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **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.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

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.**

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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.**

6 ☐ 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).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

VIII. 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. 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: _____

IX. 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 if 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.

Sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. 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

XI. 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

_____

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

XII. 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: _____

XIII. 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

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.

Appendix A: Mandatory Pricing Sheet

This form must be completed and returned with Proposal.

Schedule I – Bid Items

The pricing in Schedule I is for Bid Items in accordance with the specifications in Hays County RFP 2020-P04 and the attached proposal as outlined in Section III. Specifications and will be used for the comparison of offers. Payments made to the awarded vendor will be in accordance with the resulting contract.

Item	Description	Quantity	Unit	Unit Price	Extended Price
1	Solar Powered RVSD Maintenance, Inspection and Service – 14 Sites	60	MO	$	$
2	Furnish and Install Windows-Based Data Recovery PC	1	LS	$	$
3	Furnish and Install Data Recovery Software	1	LS	$	$
4	Furnish and Install Cellular Modem and Appurtenances – 12 Sites	12	EA	$	$
5	Furnish and Install Batteries for Solar Powered RVSD	26	EA	$	$
				Grand Total	**$**

Schedule II – Out of Scope Work / Equipment

The pricing in schedule II is for optional features and services in the event they are not included in the base price, or for features and services that are out-of-warranty coverage, (Schedule I). The Overhead/Profit Multiplier on Out of Scope Material and Equipment Costs will be 1.15.

Description	Rate	Unit of Measure
1. Professional Engineer	$_____	HR
2. Field Technician	$_____	HR

The undersigned affirms that they are duly authorized to submit the above price proposal, that this proposal has not been prepared in collusion with any other Proposer nor any employee of Hays County, and that the contents of this proposal have not been communicated to any other Proposer or to any employee of Hays County prior to the official opening.

_____
Signature of Authorized Representative

_____ _____
Printed Name Title

_____ _____
Company Name 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

Authorize the County Judge to execute an agreement with TransUnion for investigative searches for the Sheriff's Office Criminal Investigations Division.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	$3,360 base per year

LINE ITEM NUMBER

001-618-00.5362

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 Sheriff's Office is requesting execution of an agreement with Transunion to conduct investigative searches through its database. The Sheriff's Office will receive 1,000 searches per month for a base price of $280.00; additional fees will apply after 1,000 searches. Funding for this agreement is available in the Sheriff's Office Criminal Investigations general ledger.

Attachments: Pricing Sheet for Agency ID: 38661
TLOxp Transactional Pricing Schedule: Law Enforcement

TransUnion

PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Thereafter, this Supplement shall automatically renew for successive periods equal to the Supplement Term, unless either party provides the other party with written notice of termination at least sixty (60) days prior to the expiration of the then-current Supplement Term. Upon termination of this Supplement, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.

2. **Fees and Charges**. Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.

3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.
Signature page follows on the attached Pricing Sheet.]

TransUnion

PRICING SHEET
to Pricing Supplement

"Agency": Hays County Sheriff's Office **Agency ID:** 38661 **TRADS Services:** TLOxp® Online - Non-Batch LE Flat Rate **Effective Date:** 10/01/2019 **Supplement Term:** 12 month(s) with auto-renewal.	**Monthly Fee:** $ 280.00 **Number of Monthly Transactions:** 1,000 The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactional Overage Pricing sections below. Unused Monthly Transactions do not rollover into a subsequent month.

EXCLUDED SEARCHES/REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are excluded.

- ☒ **Social Media Comprehensive Report**
- ☒ **Social Media Basic Search**
- ☒ **Super Reverse Phone Lookup**
- ☐ **Relationship Report**
- ☒ **Driving Violations**
- ☒ **Real-Time Phone Carrier Search**
- ☒ **Vehicle Sightings via DRN**
- ☒ **CARFAX® Vehicle History Report**
- ☐ **Comprehensive Report – Person**
- ☐ **Comprehensive Report – Business**
- ☐ **Locate/Asset Report**
- ☐ **Address Report**
- ☐ **Global Watch List Search**
- ☐ **Phone Report**

The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:

Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report).

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Hays County Sheriff's Office
Agency Name ("Agency")

Authorized Signature Signature Date

Type or Print Name of Authorized Signer

TransUnion

TLOxp Transactional Pricing Schedule: **Law Enforcement**

We offer flexible options and competitive pricing to match your organization's needs. As an alternative to Transactional pricing*, TLOxp® Per-seat and Flat-rate pricing plans offer volume discounts for agencies seeking a predictable monthly investment.

People	
Searches	
Advanced	$0.30
Expert Plus	$0.30
Expanded Expert	$0.30
Deceased	FREE
Phones	
411+	$0.30
Super Reverse Phone Lookup ⓘ	$0.30
Real-time Phone Carrier ⓘ	$0.30
Licenses	
Driver's License	$0.30
Professional Licenses	$0.30
Pilot Licenses	$0.30
Voter Registrations	$0.30
Emails	$0.30
Utilities	$0.30
Social Media Search ⓘ	$1.00
Global Watch List	$0.30
Reports	
Comprehensive Report	$6.00
Locate Report	$2.00
Address Report	$3.00
Relationship Report	$5.00
Phone Report	$3.00
Social Media Comprehensive Report ⓘ	$4.00
Other	
Relationship Graph	$0.30

Business Plus	
Searches	
US Business	$0.30
US Corporations	$0.30
World Business	$0.30
UCC Fillings	$0.30
Phones/Business Phones	$0.30
Reports	
Business Report	$7.50

Criminal	
Reports	
Unified Criminals	$0.30

Assets	
Searches	
Vehicles	$0.30
Vehicles - Wildcard	$0.30
Vessels	$0.30
Properties	$0.30
Property Assessments	$0.30
Property Deeds	$0.30

Courts	
Searches	
Foreclosures	$0.30
Liens - Personal/Business	$0.30
Judgments - Personal/Business	$0.30
Bankruptcies	$0.30
Evictions	$0.30

California	
Searches	
Ultimate Weapon	$3.00
Births	$0.30
Equalization and ABC Licenses	$0.30
Civil Filings	$0.30
Corporations	$0.30
Criminal Records	$0.30
Deceased	$0.30
Fictitious Business Names	$0.30
Marriages	$0.30
Professional Licenses	$0.30
Property	$0.30
UCC Filings	$0.30

PER-SEAT PRICING
Per-seat pricing provides unlimited usage on an individual basis.

FLAT-RATE PRICING
Flat-rate pricing gives your organization the ability to lock in reduced pricing based on a monthly plan, regardless of the number of users on the plan.

Contact your account representative, call 800-856-5599 or email tloxp@transunion.com

TransUnion TLOxp Confidential
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ⓘ These Searches and Reports are not included in contract options and are not discounted.
19-265456 **REVISED: JULY 2019**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	$31,090

LINE ITEM NUMBER

001-618-03.5718_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

Three quotes were not obtained since services are for the enhancement of existing software and fee is under $50,000.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	BECERRA	N/A

SUMMARY

The Sheriff is requesting authorization to implement enhancements to the current jail Guard 1 timekeeping system. The software upgrade will enhance the service from Guard1 Real Time system to automate staff operations and to document inspections, inmate well-being checks, and activities. This system will be installed in the old jail facility, the new expansion as well as court holding in the Government Center. The IT department budgeted for this software enhancement during the FY20 budget process and have ensured that all server requirements are met.

Budget Amendment:
Decreast IT Dept Software_Capital: 001-680-00.5718_700
Increase Jail Division Software_Captial: 001-618-03.5718_700

Attachment: Guard1 Quote #06-191024-123956

TimeKeeping Systems, Incorporated

30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991

Federal Tax ID #34-1530120

October 24, 2019

Eric Batch
Lieutenant
Hays County Sheriff's Office
1307 Uhland Rd
San Marcos, TX 78666

Dear Lt. Batch:

Thank you for your interest in our products and for the opportunity to present you with the following pricing information:

Quote Number: 06-191024-123956

Qty.	Part Number	Description	Disc.	Price	Total
1	GUARD1-VER6-I	Guard1 Real Time with Integration to External System	25%	9995.00	7496.25
19	GUARD1-V6-AL-U	Android License for Guard1 Real Time, Unlimited Users (per device, per year)	25%	395.00	5628.75
1	INT-SUPPORT	One Year Support for Guard1 Real Time w/Integration	100%	1990.00	0.00
1	PROF-SVCS	Onsite Professional Services, per day	50%	6300.00	3150.00
19	CAT-S41	Cat S41 Rugged Smartphone		549.99	10449.81
192	QR-NFC-MOUNT	Wallmount RFID and QR Tag	25%	29.95	4312.80
1	SHIPPING	Estimated Shipping Charge		51.61	51.61
				Total	**$31089.22**

Terms are Net 30 Days. FOB Solon, Ohio.

Sales tax and shipping charges may apply. This quote is valid for thirty days from the date above. All sales are subject to TimeKeeping Systems' Terms and Conditions of Sale, at http://www.guard1.com/Legal/Terms-And-Conditions-of-Sale.aspx.

TimeKeeping Systems collects sales tax when shipping to CA, FL, IL, KY, MN, OH, PA, TX, and WI.

New customers: If your organization is tax exempt (and we are shipping to one of the states listed above) please provide a tax exemption certificate with your first order.

If you have any further questions, or if there is anything else I can do to help you make your decision, please let me know.

Sincerely,

TimeKeeping
Systems, Incorporated

30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991

Federal Tax ID #34-1530120

Nicole Clark
Midwest Regional Sales Manager
216-595-0890

30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991

Federal Tax ID #34-1530120

How to Place Your Order

We can accept orders at our online store or by email, fax, or mail.

You can order online at https://www.guard1.com/Store.

You can order using the attached quote. Just write "Accepted" on the quote, sign it, and note any changes to the shipping address, then send it to us:

By email: sales@guard1.com
By fax: 216-595-0991
By mail: 30700 Bainbridge Road, Solon, OH 44139

A company purchase order is not required unless that is your company policy.

Because we require orders to be in writing, we cannot accept telephone orders.

Orders received by noon usually ship the same day.

W-9 Form

For a copy of our W-9 form, go to
http://www.guard1.com/Downloads/W-9 - TimeKeeping Systems, Inc.pdf

How to Contact Us

If you have questions, please contact our Sales Support team at 216-595-0890.

TimeKeeping Systems, Incorporated

30700 Bainbridge Road
Solon, Ohio 44139
Phone 216-595-0890
Fax 216-595-0991

Federal Tax ID #34-1530120

GUARD1 Software System Requirements

GUARD1 has the following minimum system requirements:

Product		CPU[4]	RAM[4]	Free HD Space[4]	Operating System and Minimum Service Pack	Other Minimum Requirements
Guard1 Version 6	Server for systems with no receivers	2.80 GHz	4 GB	20 GB	Windows Server 2012 R2 Windows Server 2016 Windows 7 (32/64-bit) with SP1 Windows 8.1 (64-bit) Windows 10 (64-bit)	SQL Server 2012 with SP2 SQL Server 2014 SQL Server 2016 Standard or Express Edition SQL Server Reporting Services
Guard1 Version 6	Server for Tracking / Duress	2.80 GHz	8 GB	20 GB 100 GB Extra Drive	Windows Server 2012 R2 Windows Server 2016	SQL Server 2012 with SP2 SQL Server 2014 SQL Server 2016 Standard Edition or higher SQL Server Reporting Services
Guard1 Version 6	Client Workstation	2.80 GHz	4 GB	2 GB	Windows 7 (32/64-bit) with SP1 Windows 8.1 (64-bit) Windows 10 (64-bit) Windows Server 2012 R2 Windows Server 2016	1024x768 monitor

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to 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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	$516.76

LINE ITEM NUMBER

101-617-10.5201

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	INGALSBE	N/A

SUMMARY

The County Clerk ordered certified copy paper prior to securing a Purchase Order as required per county purchasing policy. Funds are available within their FY19 Records Management Fund to cover this expense.

Attachment: Government Forms & Supplies Invoice #0315289

GOVERNMENT FORMS AND SUPPLIES

P.O. Box 3290
Sioux City, Iowa 51102
(712) 252-0169
WATS (800) 325-8094
FAX (712) 252-3042

STATEMENT

SOLD TO

Hays County Clerk
712 S Stagecoach Trail #2008
San Marcos, TX 78666

DATE	PAGE
10/08/2019	1

CUST. NO.	SALESPERSON
462645	Joe Greer

$516.76

DATE	INVOICE	DUE DATE	CHARGES	PAYMENTS/CREDITS	BALANCE
04/30/2019	0315289	05/30/2019	516.76	.00	516.76

FUTURE/CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS
.00	.00	.00	.00	516.76

AMOUNT DUE
$516.76

If you need copies of invoices, or have any questions, please call 800-325-8094 and ask for Accounts Receivable.
Thank You.

Government
Forms & Supplies
County and Municipal Solutions

P.O. Box 3290
Sioux City, Iowa 51102
(844) 224-3338
Accounting (800) 325-8094 Ext. 123
Fax (712) 224-3332

INVOICE

DATE 04/30/2019 | NUMBER 0315289

PLEASE PAY FROM THIS INVOICE AND INCLUDE INVOICE NUMBER ON REMITTANCE

REMIT TO:
GOVERNMENT FORMS AND SUPPLIES
P.O. BOX 3290
SIOUX CITY, IA 51102-3290

SHIP DATE: 04/25/2019
TERMS: Net 30 Days

SOLD TO:
Hays County Clerk
712 S Stagecoach Trail #2008
San Marcos, TX 78666

COPY

SHIP TO:
Hays County Clerk
712 S Stagecoach Trail #2008
San Marcos, TX 78666

SALESMAN	CUSTOMER ORDER NO.	JOB NO.	FOB POINT	SHIPPED VIA
House	Linda	015449		Bestway

ITEM CODE	QUANTITY	DESCRIPTION	UNIT PRICE	UNIT	EXTENSION
PPRCCPY11"	3,000	REVISED INVOICE-replaces inv.#0315111 Certified Copy Paper	155.79	M	467.37
		Freight:			49.39
		Sales Tax:			.00

Please examine all shipments carefully upon **ARRIVAL.** All return requests must be made within 30 days of dated invoice. There will be a 15% restocking charge for all stock items returned when error is not due to our negligence.

PAY THIS AMOUNT 516.76

▲ PLEASE DETACH THIS RECEIPT ALONG PERFORATION ▲

REMIT TO: **GOVERNMENT FORMS AND SUPPLIES**
P.O. BOX 3290
SIOUX CITY, IA 51102-3290

SOLD TO:
462645
Hays County Clerk
712 S Stagecoach Trail #2008
San Marcos, TX 78666

PLEASE ENCLOSE THIS REMITTANCE RECEIPT WITH YOUR PAYMENT

Invoice Number	0315289
Invoice Date	04/30/2019
Invoice Total	516.76
Amount Enclosed	

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 an agreement with Adventos Corporation for SmartForce SmartCorrection Jail software totaling $15,000 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	$15,000

LINE ITEM NUMBER

001-618-03.5718_700

AUDITOR USE ONLY

AUDITOR COMMENTS:
Three quotes were not obtained since Smart Force Smart Corrections is a module of the SmartForce software utilized in the Sheriff's office.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	BECERRA	N/A

SUMMARY

In the FY 2020 budget, the jail was approved to implement the SmartForce SmartCorrections package. This system provides a collaboration tool for law enforcement. Through this platform, agencies can collaborate across numerous internal and external law enforcement portals, add automated workflow, and increase productivity.

Budget Amendment:
Decrease IT Dept Software_Capital: 001-680-00.5718_700
Increase Jail Division Software_Capital: 001-618-03.5718_700

Attachments: Adventos Agreement

Adventos™

ORDER FORM

This Order Form (the "**Order Form**") is by and between Adventos Corporation ("**Adventos**") and the Subscriber identified below ("**Subscriber**"). THIS ORDER FORM IS ENTERED INTO PURSUANT TO AND SHALL BE GOVERNED BY THE THEN-CURRENT VERSION OF THE ADVENTOS SERVICE SUBSCRIPTION AGREEMENT (THE "**SUBSCRIPTION AGREEMENT**" AND, TOGETHER WITH THIS ORDER FORM, THE "**AGREEMENT**") ATTACHED HERETO AND INCORPORATED HEREIN AS **EXHIBIT "A."** All capitalized terms not defined herein have the meaning given to them in the Subscription Agreement. This Agreement will become effective on the date this Order Form is executed by the last authorized representative of both parties (the "**Effective Date**"). In the event of any conflict between this Order Form and the Subscription Agreement, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form.

SUBSCRIBER INFORMATION:

Name: Hays County Sheriff's Office	Principal Contact: Jesse Hernandez
Full Address: 1307 Uhland Road San Marcos, TX 78666	Title: Lieutenant Phone: 512-738-3043 Fax:
P.O. #:	Email: jesse.hernandez@co.hays.tx.us
# Users: Up to 200	Billing Contact & Email:

Initial Term **(standardly 1 year from date of execution)**	1 Year Annual Subscription

Software as a Service Module(s)	**Annual Subscription**	**Discount**	**Total Annual Subscription Fee**
SmartForce™ SmartCorrections Main Features: Shift Briefing eDashboard, Critical Incident Alerts and Reports Workflow, Sex-Assault Pre-Investigation Workflow that includes video sharing, Gang Intel Library, and other Workflows that communicate info from Corrections to Patrol.	$15,000.00	NA	$15,000.00
Build, Train-the-Trainer, Standard Support, and Maintenance Fees	Included	NA	Included
Total Annual Subscription Fees for all Modules			**$ 15,000.00**

Adventos™

Custom Development, Training, Implementation, and Other Services	
Description of Services	**Price**
Hosted on the CJIS Compliant Government Cloud **(Up to 200 Users)**	**Included**

Support Fees		
Support Package (Silver, Gold, Platinum)	**Coverage Period**	**Annual Fee**
Total Annual Support Fees		**$ NA**

Payment Terms

Initial Term Fees are due and payable in advance upon execution of the Order Form. Fees for Renewal Terms will be invoiced by Adventos approximately 30 days before the start of the Renewal Term and are due and payable prior to the start of such Renewal Term. Fees for any Renewal Terms are subject to change.

Agreement

BY SIGNING BELOW, EACH PARTY AGREES TO BE BOUND BY THE TERMS OF THIS ORDER FORM AND THE SUBSCRIPTION AGREEMENTATTACHED HERETO AND INCORPORATED HEREIN AS **EXHIBIT "A."** THE SUBSCRIPTION AGREEMENT CONTAINS (I) DISCLAIMERS OF WARRANTIES WITH RESPECT TO THE ADVENTOS SERVICE, ADVENTOS SYSTEM, DOCUMENTATION AND SERVICES; (II) LIMITATIONS ON EACH PARTY'S LIABILITY; (III) INDEMNIFICATION OBLIGATIONS OF EACH PARTY; AND (IV) OTHER MATERIAL TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THE ORDER FORM AND THE SUBSCRIPTION AGREEMENT. THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

SUBSCRIBER: Hays County Sheriff's Office

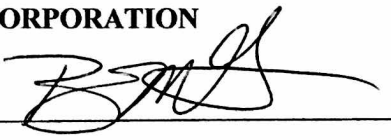
By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

ADVENTOS CORPORATION

By (Signature): 

Name (Printed): Brian McGrew

Title: VP Sales & Marketing

Date: 10-28-2019

EXHIBIT A

SMARTFORCE TECHNOLOGIES, INC. SERVICE SUBSCRIPTION AGREEMENT

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY.

THE SMARTFORCE® SERVICE (AS DEFINED BELOW) IS PROVIDED TO SUBSCRIBER BY SMARTFORCE TECHNOLOGIES, INC. ("**SMARTFORCE**") SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SERVICE SUBSCRIPTION AGREEMENT ("**AGREEMENT**"). BY USING THE SMARTFORCE SERVICE, CLICKING ON THE "I ACCEPT" BUTTON, OR BY COMPLETING THE REGISTRATION PROCESS FOR THE SMARTFORCE SERVICE, YOU: (1) AGREE TO THE TERMS OF THIS AGREEMENT, AND (2) REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE SUBSCRIBER, AND TO BIND THAT ENTITY TO THIS AGREEMENT. IF YOU DO NOT FULLY AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE SMARTFORCE SERVICE. THE TERM "**SUBSCRIBER**" MEANS THE ORGANIZATION TO WHICH THE SMARTFORCE SERVICE IS PROVIDED. EACH AND EVERY PERSON USING THE SMARTFORCE SERVICE ON BEHALF OF THE SUBSCRIBER REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO DO SO ON SUBSCRIBER'S BEHALF. IF SUBSCRIBER HAS ENTERED INTO A SIGNED HARDCOPY AGREEMENT REGARDING THE SUBJECT MATTER HEREOF WITH SMARTFORCE, THEN THAT SIGNED HARDCOPY AGREEMENT GOVERNS SUBSCRIBER'S USE OF THE SMARTFORCE SERVICE.

1. DEFINITIONS. As used in this Agreement:

1.1 "**Access Protocols**" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Subscriber or any Authorized Users to access the SmartForce Service.

1.2 "**SmartForce® Service**" means the agency management system delivered by SmartForce to Subscriber using the SmartForce System.

1.3 "**SmartForce System**" means the technology, including software, used by SmartForce to deliver the SmartForce Service to Subscriber.

1.4 "***Authorized User***" *means Subscriber's employees,* representatives, consultants, contractors or agents who are authorized to use the SmartForce Service on behalf of Subscriber and have been supplied user identifications and passwords for this purpose.

1.5 "**Documentation**" means the technical materials provided or made available by SmartForce to Subscriber that describe the features, functionality or operation of the SmartForce System.

1.6 "**Error**" means a reproducible failure of the SmartForce Service to substantially conform to the Documentation.

1.7 "**Error Corrections**" means bug fixes or workarounds intended to correct Errors in the SmartForce Service.

1.8 "**Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.9 "**Order Form**" means an order form, executed by both parties, that sets forth the Services ordered, the applicable term thereof, and the schedule of payments for the provision of the SmartForce Service and/or performance of the Services, and any unique additional terms.

1.10 "**Services**" means any services provided by SmartForce to Subscriber under this Agreement as set forth in an Order Form, including, but not limited to, provision of the SmartForce Service and Professional Services (as defined below).

1.11 "**Subscriber Content**" means any content provided, imported or uploaded to, or otherwise used by Subscriber or on Subscriber's behalf with the SmartForce Service or developed by or on behalf of Subscriber and used with the SmartForce Service.

2. PROVISION OF SERVICES

2.1 Orders. Subscriber may request that SmartForce provide the Services as specified in an Order Form. SmartForce will provide the Services in accordance with the applicable Order Form.

2.2 License Grant. Subject to the terms and conditions of this Agreement, SmartForce grants to Subscriber a non-exclusive, non-transferable, non-sublicensable license to, during the Term (as defined below), solely for Subscriber's internal business purposes and in accordance with the Documentation and the limitations set forth in Section 4.2 and the applicable Order Form, (a) access and use the SmartForce Service; (b) internally use and reproduce the Documentation; and (c) grant Authorized Users the right to access and use the SmartForce Service.

2.3 Access. Subject to Subscriber's payment of the fees set forth in the applicable Order Form ("**Fees**"), and subject to any restriction set forth therein (e.g., a limit on the number of Authorized Users) SmartForce will provide Subscriber with access to the SmartForce Service during Term. SmartForce will provide to Subscriber the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Subscriber and its Authorized Users to access the SmartForce Service in accordance with the Access Protocols. Subscriber will use commercially reasonable efforts to prevent unauthorized access to, or use of, the SmartForce Service, and notify SmartForce promptly of any such unauthorized use known to Subscriber.

2.4 Authorized Users. Subscriber may permit any *Authorized Users to access and use the features and functions of the* SmartForce Service as contemplated by this Agreement. Each Authorized User will be assigned a unique user identification name and password ("**User ID**") for access to and use of the SmartForce Service. User IDs cannot be shared or used by more than one Authorized User at a time.

2.5 Restrictions. Subscriber will not, and will not permit any Authorized User or other party to: (a) use the SmartForce Service to harvest, collect, gather or assemble information or data regarding other SmartForce subscribers without their consent; (b) access or copy any data or information of other SmartForce subscribers without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the SmartForce Service or the data contained therein; (d) harass or interfere with another SmartForce subscriber's use and enjoyment of the SmartForce Service; (f) reverse engineer, disassemble or decompile any component of the SmartForce System; (g) interfere in any manner with the operation of the SmartForce Service, or the SmartForce System or the hardware and network used to operate the SmartForce Service; (h) sublicense any of Subscriber's rights under this Agreement, or otherwise use the SmartForce Service for the benefit of a third party or to operate a service bureau; (i) modify, copy or make derivative works based on any part of the SmartForce Service; (j) access or use the SmartForce Service or Services to build a similar or competitive product or service or attempt to access the SmartForce Service through any unapproved interface; or (k) otherwise use the SmartForce Service in any manner that exceeds the

scope of use permitted under Section 2.2 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Subscriber acknowledges and agrees that the SmartForce Service will not be used, and are not licensed for use, in connection with any of Subscriber's time-critical or mission-critical functions.

2.6 Availability of Subscriber Content. Subscriber will make available all Subscriber Content necessary or desired for SmartForce to provide the Services or make available the SmartForce Service. Subscriber will obtain all third-party licenses, consents and permissions needed for SmartForce to use the Subscriber Content to provide the Services or make available the SmartForce Service.

2.7 Support. During the Term, support provided to Subscriber shall comprise the following:

(a) Help Desk. Authorized Users may send requests via SmartForce' help desk.

(b) Error Corrections. SmartForce will use commercially reasonable efforts to correct all Errors reported by *Subscriber in writing to SmartForce. SmartForce may not issue Error* Corrections for all Errors.

(c) Improvements. SmartForce may, in its sole discretion, provide Subscriber with updates, upgrades, enhancements, and any other improvements that SmartForce then generally offers to other subscribers to the SmartForce Service.

(d) Security. SmartForce will use commercially reasonable efforts to maintain the security of the SmartForce Service.

3. OWNERSHIP

3.1 SmartForce Technology. Subscriber acknowledges that SmartForce retains all right, title and interest in and to the SmartForce System, SmartForce Service and Documentation and all software and all SmartForce proprietary information and technology used by SmartForce or provided to Subscriber in connection with the SmartForce Service (the "**SmartForce Technology**"), and that the SmartForce Technology is protected by Intellectual Property Rights owned by or licensed to SmartForce. Other than as expressly set forth in this Agreement, no license or other rights in the SmartForce Technology are granted to Subscriber.

3.2 Feedback. Subscriber hereby grants to SmartForce a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the SmartForce Service any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber, including Authorized Users, relating to the SmartForce Service. SmartForce will not identify Subscriber as the source of any such feedback.

3.3 Subscriber Content. As between Subscriber and SmartForce, Subscriber will at all times remain the exclusive owner of such Subscriber Content. Subscriber hereby grants to SmartForce a non-exclusive, worldwide, royalty-free and fully paid license (a) to use the Subscriber Content as necessary to provide the SmartForce Service to Subscriber and (b) to use aggregated and anonymized Subscriber Content (i) to improve the SmartForce Service and SmartForce's related product and service offerings; (ii) to create new products and services relating to the SmartForce Service (including analytics services such as providing *benchmarking); and (iii) to generate and disclose statistics regarding use* of the SmartForce Service, provided, however, that no Subscriber-only statistics will be disclosed to third parties without Subscriber's consent. Except as expressly specified in this Agreement, Subscriber's provision of or SmartForce's collection of the Subscriber Content hereunder does not transfer to SmartForce or any third party any rights in or ownership thereof.

3.4 Third Party Software. The SmartForce Service may utilize, contain or otherwise use certain third-party software (collectively, the "**Third Party Software**"). Third Party Software may be subject to additional licensing terms, which SmartForce may deliver or make available from time to time to Subscriber, which are incorporated herein by reference, and which supersede any contradictory terms in this Agreement.

4. PROFESSIONAL SERVICES.

Where the parties have agreed to SmartForce's provision of integration, design, development, operational and other professional services ("**Professional Services**"), they will enter into a mutually executed statement of work ("**SOW**") governing the provision of the initially required Professional Services. The SOW will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of the SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern. The SOW will include: (i) a description of the Professional Services; (ii) the schedule for the performance of the Professional Services; (iii) the ownership rights with respect to the work product resulting from the performance of the Professional Services (and if no such provision is provided, all ownership rights are and shall be vested in SmartForce immediately); and (iv) SmartForce's then-current rates for the performance of the Professional Services.

5. FEES AND EXPENSES; PAYMENTS

5.1 Fees. In consideration for the access rights granted to *Subscriber and the services performed by SmartForce under this* Agreement, Subscriber will pay to SmartForce the Fees. Except as otherwise provided in the applicable Order Form, all fees are invoiced annually in advance. Subscriber shall pay such fees within thirty (30) days of receipt of an invoice. SmartForce shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. SmartForce may increase its fees annually upon written notice to Subscriber at least forty-five (45) days prior to expiration of the then-current term. Subscriber will maintain complete, accurate and up-to-date Subscriber billing and contact information at all times. All payments and accruals of interest shall be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

5.2 Taxes. *All Fees* invoiced under this Agreement are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Subscriber will be responsible for payment of all such taxes (other than taxes based on SmartForce's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the Fees, the delivery of the Services, or the license of the SmartForce Service to Subscriber. Subscriber will make all payments of Fees to SmartForce free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to SmartForce will be Subscriber's sole responsibility, and Subscriber will provide SmartForce with official receipts issued by the appropriate taxing authority, or such other evidence as the SmartForce may reasonably request, to establish that such taxes have been paid.

5.3 Audit. During the term of this Agreement and for a period of three (3) years thereafter, SmartForce shall have the right to review Subscriber's relevant records and inspect Subscriber's facilities to ensure compliance with this Agreement. SmartForce will give Subscriber at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Subscriber's normal operations. If any such audit should disclose any underpayment of fees, Subscriber will promptly pay SmartForce such underpaid amount, together with interest thereon at the rate specified in this Section. If the amount of such underpayment exceeds five percent (5%) of fees actually paid during the audited period, Subscriber will also pay SmartForce for SmartForce's expenses associated with such audit.

6. SUBSCRIBER CONTENT AND RESPONSIBILITIES

6.1 Subscriber Warranty. Subscriber represents and warrants that any Subscriber Content hosted by SmartForce as part of the SmartForce Service shall not (a) infringe, misappropriate or violate any Intellectual Property Rights, publicity/privacy rights, law or regulation; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage, surreptitiously intercept or expropriate any system, *data or personal or personally identifiable information; or* (d) otherwise violate the rights of a third party. SmartForce is not obligated to back up any Subscriber Content; the Subscriber is solely responsible for creating

backup copies of any Subscriber Content at Subscriber's sole cost and expense. Subscriber agrees that any use of the SmartForce Service contrary to or in violation of the representations and warranties of Subscriber in this section constitutes unauthorized and improper use of the SmartForce Service.

6.2 Subscriber Responsibility for Data and Security. Subscriber and its Authorized Users shall have access to the Subscriber Content and shall be responsible for all changes to and/or deletions of Subscriber Content and the security of all User IDs and other Access Protocols required in order the access the SmartForce Service. Subscriber shall have the ability to export Subscriber Content out of the SmartForce Service and is encouraged to make its own back-ups of the Subscriber Content. Subscriber shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Content.

7. WARRANTY AND DISCLAIMER

7.1 Limited Warranty. SmartForce warrants to Subscriber that, when used as permitted by SmartForce and in accordance with the Documentation, the SmartForce Service will operate free from Errors during the Term. Provided that Subscriber notifies SmartForce in writing of any breach of the foregoing warranty during the Term, SmartForce shall, as its sole obligation and Subscriber's sole and exclusive remedy, provide the support set forth Section 2.7 of this Agreement.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SMARTFORCE SERVICE, SMARTFORCE SYSTEM AND DOCUMENTATION ARE PROVIDED AS IS," "AS AVAILABLE," AND WITH ALL FAULTS, AND SMARTFORCE AND ITS AFFILIATES, SUPPLIERS, AND LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, RELATING TO THE SMARTFORCE SERVICE, SMARTFORCE SYSTEM AND DOCUMENTATION WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. SMARTFORCE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SMARTFORCE SERVICE AND THE SMARTFORCE SYSTEM SHALL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

8. LIMITATION OF LIABILITY

8.1 Types of Damages. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND WITHOUT ESTABLISHING A SINKING FUND, NEITHER SMARTFORCE NOR ITS AFFILIATES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SMARTFORCE SERVICE, THE SMARTFORCE SYSTEM OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SMARTFORCE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

8.2 Amount of Damages. THE MAXIMUM LIABILITY OF SMARTFORCE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY SUBSCRIBER TO SMARTFORCE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL SMARTFORCE'S SUPPLIERS OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE SMARTFORCE'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SMARTFORCE OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO SUBSCRIBER.

8.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 8 shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

9. CONFIDENTIALITY

9.1 Confidential Information. During the term of this Agreement, each party (the "**Disclosing Party**") may provide the other party (the "**Receiving Party**") with certain information regarding the Disclosing Party's business, technology, products, or services or other confidential or proprietary information (collectively, "**Confidential Information**"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend, and identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, the SmartForce Service, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of SmartForce.

9.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement or in accordance with the Texas Public Information Act (TPIA). The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Subscriber) or to those employees or agents who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to SmartForce). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall, upon the Disclosing Party's request, provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.3 Exceptions. The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information; or (e) is deemed public information in accordance with the TPIA. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, including the Texas Office of the Attorney General,

provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure in accordance with the TPIA.

10. INDEMNIFICATION

10.1 By SmartForce. SmartForce will defend at its expense any suit brought against Subscriber, and will pay any settlement SmartForce makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the SmartForce Service misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or United States patent issued as of the Effective Date. If any portion of the SmartForce Service becomes, or in SmartForce's opinion is likely to become, the subject of a claim of infringement, SmartForce may, at SmartForce's option: (a) procure for Subscriber the right to continue using the SmartForce; (b) replace the SmartForce with non-infringing software or services which do not materially impair the functionality of the SmartForce; (c) modify the SmartForce so that it becomes non-infringing; or (d) terminate this Agreement and refund any Fees actually paid by Subscriber to SmartForce for the remainder of the Term then in effect, and upon such termination, Subscriber will immediately cease all use of the SmartForce. Notwithstanding the foregoing, SmartForce shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the SmartForce Service not in accordance with this Agreement or as specified in the Documentation; (x) any use of the SmartForce Service in combination with other products, equipment, software or data not supplied by SmartForce; or (y) any modification of the SmartForce by any person other than SmartForce or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Subscriber and the entire liability of SmartForce, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

10.2 By Subscriber. Subscriber will defend at its expense any suit brought against SmartForce, and will pay any settlement Subscriber makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to Subscriber's breach or alleged breach of Section 6.1. This Section 10.2 states the sole and exclusive remedy of SmartForce and the entire liability of Subscriber, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on Effective Date referenced on the Order Form and continues for a period of one (1) year, or for such period as agreed in applicable the Order Form (the "**Initial Term**"). After the expiration of the Initial Term, this Agreement will automatically renew for additional, successive one (1) year terms, or such other period of time or no time at all as mutually agreed to in the applicable Order Form (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term.

11.2 Termination. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

The continuation of this Agreement on an annual basis after the Effective Date is contingent upon the appropriation of sufficient funds by the Hays County Commissioners Court. If sufficient funds fail to be appropriated to provide for the continuation of this Agreement, the Agreement shall terminate on the date of the beginning fiscal year for which funds have not been appropriated.

11.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate; (b) within ten (10) days after the effective date of termination, each party shall comply with the obligations to return all Confidential Information of the other party, as set forth in the Section 9.2; and (c) for one hundred twenty (120) days following after the effective date of termination, SmartForce will make available the Subscriber Content for export by Subscriber, after which time SmartForce shall discontinue all use of Subscriber Content and destroy all copies of Subscriber Content in its possession. The Sections titled *Definitions, Restrictions, Ownership, Fees and Expenses; Payment, Warranty and Disclaimers, Limitation of Liability, Confidentiality, Indemnification, Effect of Termination*, and *Miscellaneous* will survive expiration or termination of this Agreement for any reason.

12. MISCELLANEOUS

12.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Texas, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

12.2 Compliance with Laws. Subscriber shall at all times comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services hereunder, including, but not limited to those relating to open records requests.

12.3 Export. Subscriber agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from SmartForce, or any products utilizing such data, in violation of the United States export laws or regulations.

12.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.5 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.6 Remedies. Except as provided in Section 10, the parties' rights and remedies under this Agreement are cumulative. Subscriber acknowledges that the Services and Documentation contain valuable trade secrets and proprietary information of SmartForce, that any actual or threatened breach by Subscriber of its obligations with respect to Intellectual Property Rights of SmartForce will constitute immediate, irreparable harm to SmartForce for which monetary damages would be an inadequate remedy. In such case, SmartForce will be entitled to immediate injunctive relief without the requirement of posting bond, including an order that any Services, Documentation, or any portions thereof, that Subscriber attempts to import into any country or territory be seized, impounded and destroyed by customs officials. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

12.7 No Assignment. Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns.

12.8 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

12.9 Independent Contractors. Subscriber's relationship to SmartForce is that of an independent contractor, and neither party is an agent or partner of the other. Subscriber will not have and will not represent to any third party that it has, any authority to act on behalf of SmartForce.

12.10 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

12.11 Entire Agreement. This Agreement, together with the applicable Order Form, is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. Any preprinted terms included in any purchase order that are different from or are in addition to the terms of this Agreement shall be void and of no force or effect. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Subscriber and SmartForce. In the event of any conflict between the provisions in this Agreement and any Order Form, the terms of the Order Form will prevail, but only with respect to the Services to be performed under such Order Form (with the most recent prevailing over a previously executed Order Form).

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 Memorandum of Understanding and One-Time Waiver of Contractual Terms between Hays County, the Hays County Sheriff, and the Hays County Law Enforcement Association.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 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
	INGALSBE	N/A

SUMMARY

See attached MOU

MEMORANDUM OF UNDERSTANDING AND ONE-TIME WAIVER OF CONTRACTUAL TERMS

I. Parties. This Memorandum of Understanding and One-Time Waiver of Contractual Terms ("MOU") is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County"), the Hays County Sheriff ("Sheriff"), and the Hays County Law Enforcement Association, ("HCLEA").

II. Background. On or about October 1, 2016, the above-stated parties to this MOU (collectively "the Parties") entered into an Agreement pursuant to Chapter 174 of the Texas Local Government Code, commonly known as the Collective Bargaining Agreement ("CBA"). Barring use of the Evergreen Clause under Article 4, Section 2 of the CBA, the CBA's term ends on September 30, 2020.

III. Basis for MOU. The Parties identified an error in the application of Article 20 of the CBA. The deputy currently employed in Slot #0550-094 was reemployed (having prior served as a deputy for nine (9) years with Hays County). While the deputy was hired in compliance with Article 20, Section 1.C.1 of the CBA, the deputy's Merit Based Step was, in error, allowed to advance for two (2) fiscal years, not in compliance with Article 20, Section 1.C.1 of the CBA, which dictates that "Officers will not advance to the next Step rate of pay until their accumulated service time with their Department coincides with the next Step rate of pay", and the definition of "Years of Service" in Article 2 of the CBA. This mistake was later found, whereupon the Parties discussed best methods for resolving the overpayment.

IV. Resolution via One-Time Waiver. In consideration of a promise by all Parties to hold harmless the other Parties to the CBA in relation to the error or the overpayment, the Parties agree to provide a one-time waiver of the application of Article 20, Section 1.C.1 of the CBA to the deputy currently employed in Slot #0550-094 (the "Deputy"), for Fiscal Years 2018 and 2019. The parties agree that, as of Fiscal Year 2020, Article 20, Section 1.C.1 will once again apply to the Deputy, until such time that his accumulated service time with the Sheriff's Office coincides with MBS 6. This one-time waiver will resolve the above-cited error without requiring the Deputy to repay any portion of salary and fringe for Fiscal Years 2018 and 2019.

IV. Waiver – Past or Future. The Parties agree that this waiver of contractual terms shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under the CBA, past or future.

V. Future Collective Bargaining Agreements. The Parties agree that the terms described in this MOU may be modified by future Collective Bargaining Agreements, which may affect the Deputy's requirement to accumulate service before proceeding to the next Step rate of pay.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

THIS MEMORANDUM OF UNDERSTANDING AND ONE-TIME WAIVER OF CONTRACTUAL TERMS IS HEREBY BY EXECUTED BY THE PARTIES, AS EVIDENCED BY THEIR DULY-AUTHORIZED SIGNATURES, BELOW, THIS THE ____ DAY OF NOVEMBER, 2019.

HAYS COUNTY, TEXAS

_____
Ruben Becerra
Hays County Judge

ATTEST: _____
Dr. Elaine Cardenas, PhD
Hays County Clerk

HAYS COUNTY SHERIFF

Gary Cutler

HAYS COUNTY LAW ENFORCEMENT ASSOCIATION

_____
Michael Fuentes
President

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 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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	N/A

LINE ITEM NUMBER

001-618-03.4301

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

On October 23, 2018 the Commissioners Court authorized the submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance (BJA) for FY18 funding under the State Criminal Alien Assistance Program (SCAAP). SCAAP provides federal payments to State and local entities for partial reimbursement of costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions and that are jailed for at least 4 consecutive days. Acceptance must be completed electronically within 60 calendar days of the award notice, November 25, 2019

Grant Number: 2019-AP-BX-0800

Attachments:
Fiscal Year 2018 Payment Acceptance and Electronic Transfer of Funds

OMB Number: 1121-0243
Expires: 08/31/2019

Grant Number:	2019-AP-BX-0800
Jurisdiction:	Hays County, Texas
Vendor Number:	746002241
Award Amount:	$53,956

Fiscal Year 2018 Payment Acceptance and Electronic Transfer of Funds

FY 2018 SCAAP Use of Funds List

--- Construction ---
Construction for inmate housing, inmate programs, prison industries in ADA compliance
--- Training/Education for offender ---
Specific trade employment skills
GED testing
Job Preparedness
--- Training for corrections officers to help manage offender population ---
Bi-lingual language skills
Less than lethal technology training
Diversity training

Declaration and Certification to the U.S. Department of Justice as to this Payment/Drawdown Request

☐ I declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I am the "submitting government official" as the term is used and defined in the pertinent OJP program requirements and application instruction document and have authority to make this certification on behalf of the payee; (2) I have conducted (or had conducted for me, including by the payee's legal counsel as appropriate) a diligent review of the pertinent OJP program requirements and application instruction document, all statutory requirements, and all other requirements, certifications, assurances, and conditions that appear in the pertinent State Criminal Alien Assistance Program ("SCAAP") application associated with this payment; and (3) I also have conducted (or had conducted for me) a diligent review of all other matters encompassed by this certification.

To the best of my knowledge and belief, on behalf of myself and the payee, I certify to DOJ, under penalty of perjury, that the following are true as of the date of this request: (1) The payee is in compliance with all requirements for payments under SCAAP that appear in the certifications and assurances for the SCAAP application associated with this payment ; (2) the request is accurate and complete and was provided in accordance with the requirements, definitions, and instructions set out in the pertinent OJP program requirements and application instruction document; and (3) any payment made to the payee will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6).

I understand that, in making payment pursuant to this request, DOJ will rely upon this declaration and certification as a material representation. I also understand that a materially false, fictitious, or fraudulent statement in this declaration and certification or otherwise in this payment/drawdown request (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the payee to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Accept Decline

Amy Fraga

Subject: RE: State Criminal Alien Assistance Program – FY 2018 SCAAP Award Announcement

From: SCAAP [mailto:ojp@public.govdelivery.com]
Sent: Thursday, September 26, 2019 11:48 AM
To: Lain, Richard (OJP) <richard.lain2@ojp.usdoj.gov>
Subject: State Criminal Alien Assistance Program – FY 2018 SCAAP Award Announcement

Dear SCAAP Recipient:
The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year (FY) 2018 State Criminal Alien Assistance Program (SCAAP) award is complete and ready for drawdown. The 2018 SCAAP award amounts are listed on the SCAAP website.
Please follow the instructions below to accept your FY 2018 SCAAP award:
-Access the Office of Justice Programs (OJP) Grants Management System (GMS) web site at https://grants.ojp.usdoj.gov/ and log on using your SCAAP user ID and password.
-Locate the Application status block that contains your FY 2018 SCAAP application. You will see the "View" and "Drawdown" links under the “Action” header located on the right side of this block.
-Click on "Drawdown." This will take you to an acceptance screen that displays your award number, jurisdiction name, and award amount at the top. Please print this screen for your records. Select at least one use of SCAAP funds on the provided list. Multiple selections are possible by holding down the Control key and clicking on the mouse.
-Review and click the certification checkbox before accepting the award. Only an employee (authorized representative or authorized point of contact) of the jurisdiction may accept the SCAAP funds.
-Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only” https://www.bja.gov/Funding/18SCAAP_Program_Requirements.pdf.
-Located at the bottom of the screen are the "Accept" and "Decline" buttons. After you accept your award, you will be taken to a screen that confirms your acceptance. Applicants are required to accept awards online within 60 calendar days of this award notice. This email serves as notice for you to accept your FY 2018 SCAAP award online. Please retain this email for your records.
-Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process. Please retain the acceptance documents for your records.
-Allow 15 business days (from the date of acceptance) for the electronic payment process to occur.

For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 3.
For questions concerning your SCAAP award amount or other award questions, please email scaap@usdoj.gov or call 202-353-4411.
For questions related to the electronic transfer of funds or bank account of record, please contact the OJP Office of the Chief Financial Officer Customer Service Center at 1-800-458-0786 or AskOCFO@usdoj.gov.
Thank you
SCAAP Program Team
Bureau of Justice Assistance

This email was sent to richard.lain2@ojp.usdoj.gov using GovDelivery Communications Cloud on behalf of:
Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

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 Office of Emergency Services to utilize FY20 budgeted funds to purchase Recognition Awards ($650) for the Community Emergency Response Team (CERT) Volunteers.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	$650.00 estimate

LINE ITEM NUMBER

001-656-98-313.5201 - General Supplies

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Justin McInnis/Mike Jones	BECERRA	N/A

SUMMARY

Certificates or unique metal, acrylic, and stone awards will be presented to CERT members for their volunteer work throughout the year. The awards ceremony will be held on 12/2/19.

Recognition levels:
10 + Events
24 + Hours
40 + Hours
100 + Hours
Exemplary Service
Volunteer of the year

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 FY2020 Statewide Automated Victim Notification Services (SAVNS) Maintenance Grant Contract in the amount of $30,170.26.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 5, 2019	N/A

LINE ITEM NUMBER

001-618-99-004]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	BECERRA	N/A

SUMMARY

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime.

The Grant Contract period is from September 1, 2019 - August 31, 2020. Grant acceptance will be done via DocUsign.

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RE: FY 2020 SAVNS Grant Contract

Contract Number: 2003465

Grantee: Hays County

Amount: $30,170.26

Executed:

Term: September 1, 2019 – August 31, 2020

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

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SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2003465

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Hays County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is from September 1, 2019 to August 31, 2020. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2019 and shall terminate August 31, 2020, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein. Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant

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funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below or otherwise separately authorized by the OAG in writing. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

3.1.1 Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

a. Section 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;

b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;

c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;

d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;

e. Sections 9.3(b), 9.3(c). and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;

f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;

g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;

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h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;

i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;

j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions either in addition to or in lieu of those included within the Participating Entity Service Agreement; and

k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

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

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

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

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

3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

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

3.7 Special Conditions. The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this Grant Contract. The imposition of any special conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all special conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required

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as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

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

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

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code,

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and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

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

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

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

4.3 Financial Matters

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

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting

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documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement to stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;

b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;

c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;

d. An invoice to the OAG that complies with the requirements of the OAG; and

e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.3 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

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

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

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the

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OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

4.3.6 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.7 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.8 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment

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will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

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

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an

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obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

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

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

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7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, 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, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the

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audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing

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funding, terminating this Grant Contract and/or any other appropriate sanction.

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

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, and Other Applicable Requirements. GRANTEE agrees to comply with all applicable federal and state laws and any other requirements, including 2 CFR Part 200, relevant to the performance of GRANTEE under this Grant Contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE 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 or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

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10.5 Does Not Boycott Israel. As required by Texas Government Code, section 2270.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) 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 (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

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

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions

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or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this Grant Contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act, or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this Grant Contract.

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

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

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

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this Grant Contract term shall be refunded to the OAG.

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

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

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. GRANTEE agrees the OAG maintains complete discretion in evaluating any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. If the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

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

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

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

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

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suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

11.13 Texas Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "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 OAG, the State of Texas, or any state agency 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 OAG, the State of Texas, or any state agency.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

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

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

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force and effect.

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

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

OFFICE OF THE ATTORNEY GENERAL	Hays County
_____	_____
Printed Name: _____	Printed Name: Ruben Becerra
Office of the Attorney General	Authorized Official

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SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2003465

EXHIBIT A

Population Size: Large

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

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
$24,478.16	$4,068.60	$1,623.50	$30,170.26

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

Certificate Of Completion

Envelope Id: F77F4C58DC2E4EF6953529DC96CF649F
Status: Sent
Subject: Please DocuSign: FY 2020 SAVNS Grant Award
Template ID:
Source Envelope:
Document Pages: 20
Signatures: 0
Envelope Originator:
Certificate Pages: 7
Initials: 0
Karly Watson
AutoNav: Enabled
PO Box 12548
EnvelopeId Stamping: Enabled
Austin, TX 78711-2548
Time Zone: (UTC-06:00) Central Time (US & Canada)
Karly.Watson@oag.texas.gov
IP Address: 204.64.50.216

Record Tracking

Status: Original
10/31/2019 3:07:42 PM
Holder: Karly Watson
Karly.Watson@oag.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Ruben Becerra judge.becerra@co.hays.tx.us Hays County Judge Hays County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/31/2019 3:39:21 PM ID: 47da7f73-1392-4fd1-918e-df92959944c0		Sent: 10/31/2019 3:07:51 PM Viewed: 10/31/2019 3:39:21 PM
Melissa Foley Melissa.Foley@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Gene McCleskey Gene.McCleskey@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/14/2019 12:34:26 PM ID: 6a746d16-8742-4c15-ace2-f36a64c991b6		
Financial Litigation - FLD Attorney Review Signing Group: Financial Litigation - FLD Attorney Review Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Joshua Godbey Signing Group: Joshua Godbey Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Bruce WIlliamson Bruce.Williamson@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Mark Penley Mark.Penley@oag.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
Karly Watson karly.watson@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
FLD Contracts FLDcontracts@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Accounting Contracts acc_docusign_contracts@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Joshua Alexander Joshua.Alexander@oag.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/31/2019 3:07:51 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net. DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

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-1205; La Cima Phase 1, Section 2 (108 Lots). Discussion and possible action to accept Letter of Credit No. 5308 for street and drainage improvements for La Cima Phase 1, Section 2 in the amount of $1,320,516.41.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SHELL	N/A

SUMMARY

La Cima Phase 1, Section 2 is a proposed 108 lot subdivision located along RR 12 in Precinct 3. Water and wastewater service will be accomplished by the City of San Marcos.

La Cima Phase 1, Section 2 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.

PlainsCapitalBank
201 West 5th Street, Suite 1000, Austin, TX 78701
Office 512.457.7553 | Fax 877.379.1069
Email will.mack@plainscapital.com

Irrevocable Letter of Credit No. 5308-500

BENEFICIARY: **Hays County Judge**
111 E. San Antonio Street, Suite 300
San Marcos, TX 78666

ISSUER: **PlainsCapital Bank**
201 W. 5th Street, Suite 1000
Austin, TX 78701

CUSTOMER: **LCSM Ph. 1-2, LLC**
C/O Bryan W. Lee
303 Colorado Street, Suite 2300
Austin, TX 78701-0021

STATED AMOUNT: **$1,320,516.41**

SUBDIVISION: **La Cima, Phase 1, Section 2**

DATE OF POSTING: **November 1, 2019**

EXPIRATION DATE: **November 1, 2020**

The ISSUER hereby establishes this Letter of Credit and shall duly honor all drafts drawn and presented in accordance with this Letter of Credit. Hay County Judge may draw on ISSUER for the account of the CUSTOMER up to the aggregate STATED AMOUNT.

This Letter of Credit is conditioned on the performance of the duties of the CUSTOMER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage improvements in the SUBDIVISION (the "Improvements") to current Hays County Standards for Construction of Street and Drainage in Subdivisions (the "Standards") as reflected in the plans and specifications approved by Hays County, so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by Hays County and at the end of the public Improvement construction performance period, which commences upon acceptance.

The only requirement necessary to draw on any part or all, of the total STATED AMOUNT, of this Letter of Credit is a letter from Hays County Judge indicating that Hays County considers a drawing on this Letter of Credit necessary in order to complete all or part of the Improvements to the County Standards. No further substantiation of the necessity of the draw is required by this Letter of Credit.

Draws must be drawn and presented by the close of business on the EXPIRATION DATE and must specify the date and number of this Letter of Credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this Letter of Credit shall be duly honored. Partial draws are permitted and this Letter of Credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by Hays County Judge. The sum of such partial draws shall on no account exceed the STATED AMOUNT of this Letter of Credit, and upon any draw or reduction letter which exhausts this Letter of Credit, the original of this Letter of Credit will be surrendered to us.

This Letter of Credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

This Letter of Credit in not transferable. Any successor or assignee of Beneficiary will not constitute a transferee of this Letter of Credit.

The Uniform Customs and Practice for Documentary Credits (hereinafter called the "UCP") as most recently published by the International Chamber of Commerce (ICC) shall in all respects be deemed a part hereof as fully as if incorporated herein and shall apply to the Letter of Credit. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, United States of America, except to the extent such laws are inconsistent with the UCP.

PlainsCapital Bank

By: Will D Mack
Name: Will Mack
Title: Bank Officer

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; River Oaks of Wimberley, Unit 5, Lot 8A and 9A Subdivision (2 Lots). Discussion and possible action to approve preliminary plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

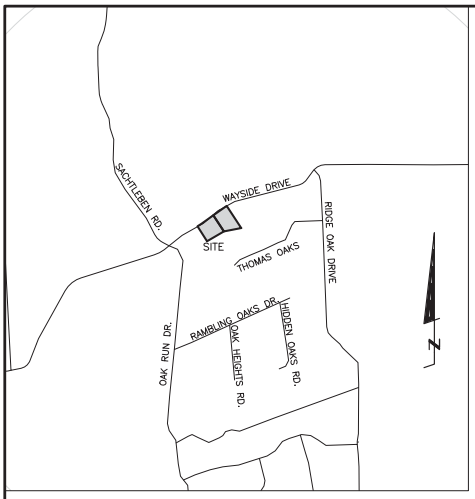
AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SHELL	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'

SURVEYORS 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.

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
3601 WAYSIDE DR.
WIMBERLEY, TX. 78676

ELIZABETH F. KNIGHT, OWNER
3601 WAYSIDE DR.
WIMBERLEY, TX. 78676

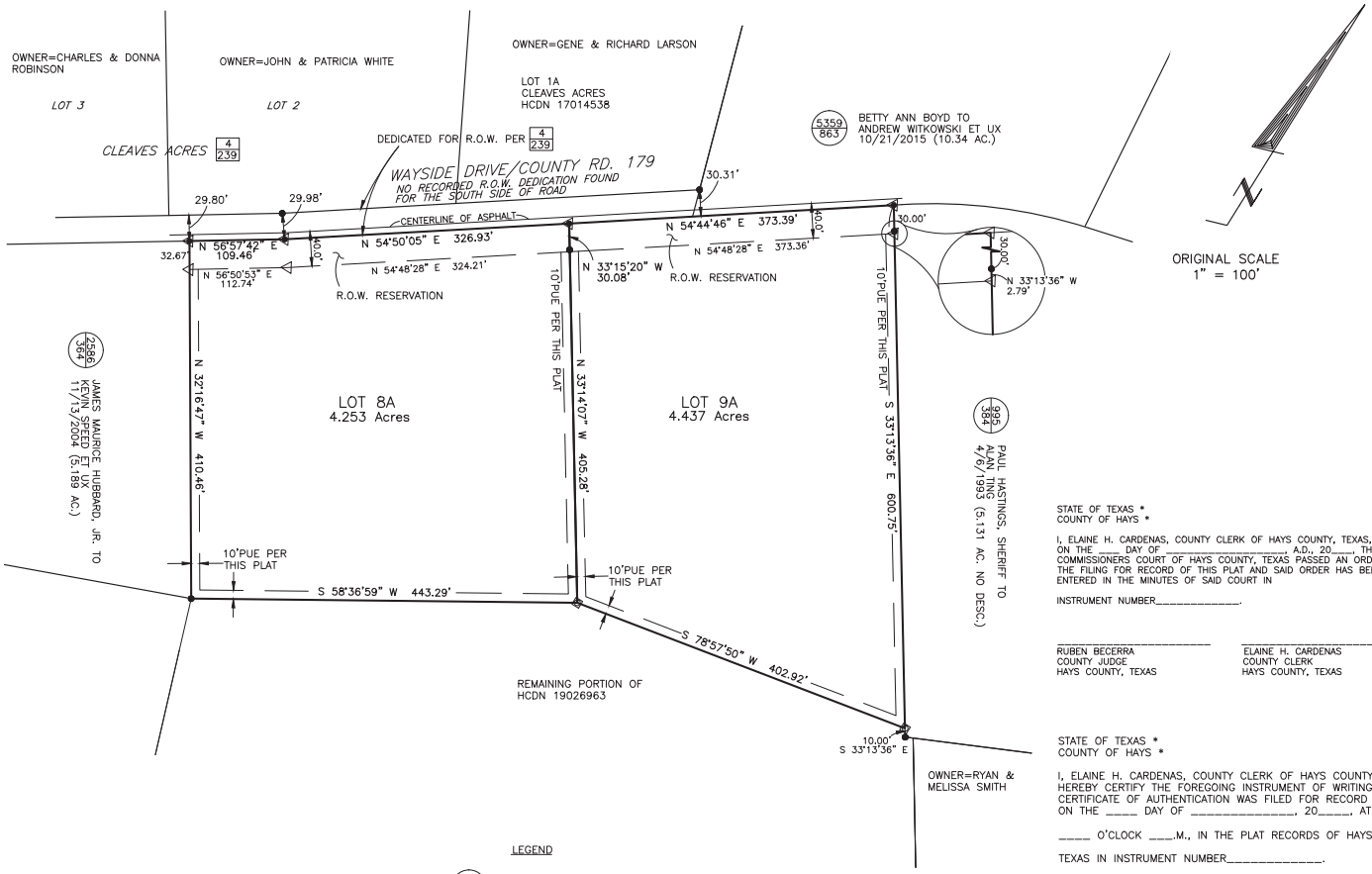
STATE OF TEXAS*
COUNTY OF HAYS*

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



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

LEGEND

VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL / PG	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
— X —	WIRE FENCE
— ohu —⊕→	UTILITY LINE, POLE AND GUY
▲	CONCRETE NAIL SET

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.

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. DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

_____ _____
CAITLYN STRICKLAND, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

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.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945
FIRM NO. 10070500

CLIENT: KNIGHT, JAMES AND ELIZABETH
DATE: 7/2/2019
OFFICE: K. SMITH
CREW: K. SMITH
FB/PG: 768/58
PLAT NO. 27674–19–c

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

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 closure of all Hays County Parks on November 28, 2019, December 25, 2019, January 1, 2020 and April 10, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T.CRUMLEY	SHELL	N/A

SUMMARY

Director of Countywide Operations is requesting that the Hays County Parks be closed on November 28, 2019 for Thanksgiving Day, December 25, 2019 for Christmas Day, January 1, 2020 for New Year's Day and April 12, 2020 for Easter Sunday.

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 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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Jenifer O'Kane was nominated on October 22, 2019. Please see the attached memo and ballot from HCAD and a resolution casting Hays County's votes for a two (2) year term for Jenifer O'Kane.

RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT TO CAST VOTES FOR THE HAYS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

STATE OF TEXAS §

COUNTY OF HAYS §

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

We hereby cast 1271 votes for Jenifer O'Kane, candidate for the Hays Central Appraisal District Board of Directors, for a term of two years beginning January 1, 2020.

ADOPTED THIS THE 5th DAY OF NOVEMBER, 2019

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon A. Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine Cardenas MBA PhD
Hays County Clerk

Hays Central Appraisal District

512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640

MEMORANDUM

To: Voting Jurisdictions
From: Laura Raven, Chief Appraiser
Date: October 25, 2019

Subject: Election of Board of Directors

Enclosed please find the official ballot and the number of votes to select **seven members (7)** to the Hays Central Appraisal District Board of Directors.

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15, 2019.

The unit may cast all its votes for one candidate or may distribute its votes among any number of candidates.

A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes for someone not listed on the official ballot.

DEADLINE for submission of ballot: Before December 15, 2019

Hays
Central
Appraisal
District

512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640

OFFICIAL BALLOT TO SELECT SEVEN (7) DIRECTORS TO THE HAYS CAD BOARD 2020 - 2021 TERM

NOMINEES	NUMBER OF VOTES CAST
Joe Castillo	_____
Jane Hughson	_____
Traci Maxwell	_____
Dennis Miller	_____
Jenifer O'Kane	_____
Leonard Olson	_____
Abel Tenorio	_____

TAXING UNIT: _____

DATE: _____

_____

Presiding Officer Signature

HAYS CENTRAL APPRAISAL DISTRICT
NUMBER OF VOTES FOR EACH TAXING UNIT

	JURISDICTION	NUMBER OF VOTES
1	AUSTIN COMMUNITY COLLEGE DIST	123
2	CITY OF AUSTIN	5
3	(CITY OF) VILLAGE OF BEAR CREEK	1
4	CITY OF BUDA	98
5	CITY OF DRIPPING SPRINGS	17
6	CITY OF HAYS	0
7	CITY OF KYLE	254
8	CITY OF MOUNTAIN CITY	1
9	CITY OF NIEDERWALD	1
10	CITY OF SAN MARCOS	478
11	CITY OF UHLAND	1
12	CITY OF WOODCREEK	7
13	HAYS COUNTY	1271
14	SPECIAL ROAD	***
15	BLANCO ISD	11
16	COMAL ISD	8
17	DRIPPING SPRINGS ISD	1190
18	HAYS CISD	1856
19	JOHNSON CITY ISD	15
20	SAN MARCOS CISD	1188
21	WIMBERLEY ISD	475
		7000

*** Votes included with Hays County

Laura Raven
Chief Appraiser
Hays Central Appraisal District

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 contracts for IFB 2020-B02 Hauling of Solid Waste to Texas Disposal Systems, Inc. and Central Waste & Recycling.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	SHELL	SMITH

SUMMARY

Purchasing received two bids pursuant to IFB 2020-B02 Hauling of Solid Waste. Awards are recommended according to the table below. Historical data on container weights and hauling frequency at each location was used to justify the selection of Texas Disposal Systems for hauling the 42 cubic yd compactor.

Award Summary		
Vendor	Item Number	Description
Texas Disposal Systems, Inc.	B02.1	Hauling and disposal of 42 cu yd compactor/receiver (both locations)
	B02.2	Hauling and disposal of 40 cu yd open top container (Wimberley only)
	B02.3	Hauling and disposal of 30 cu yd open top container (both locations)
	B02.5	Rental and service/repair of 42 cu yd compactor/receiver (Wimberley only)
	B02.6	Disposal of mattresses and box springs
Central Waste & Recycling	B02.4	Hauling and disposal/recycling of 30 cu yd open top container (glass only, both locations)

Attached: IFB 2020-B02 Tabulation

IFB 2020-B02 HAULING OF SOLID WASTE - BID TABULATION															
		Texas Disposal Systems, Inc.						Central Waste & Recycling							
HAULING AND DISPOSAL															
		Citizen's Collection Station Location		Overage Charges				Citizen's Collection Station Location		Overage Charges					
		1691 Carney Lane Wimberley, TX	20290 FM 150 W Driftwood, TX	Container weight limit (tons)		Overage Charge (per ton over limit)		1691 Carney Lane Wimberley, TX	20290 FM 150 W Driftwood, TX	Container weight limit (tons)		Overage Charge (per ton over limit)			
B02.1	Hauling and disposal of 42 cubic yard compactor/receiver (per haul)	$ 863.00*	$ 744.00*	10	tons	$ 60.00	per ton	$ 735.00	$ 705.00	8	tons	$ 65.00	per ton		
B02.2	Hauling and disposal of 40 cubic yard open top container (per haul)	$ 581.00	$ 577.00	10	tons	$ 60.00	per ton	$ 650.00	-	6	tons	$ 65.00	per ton		
B02.3	Hauling and disposal of 30 cubic yard open top container (per haul)	$ 547.00	$ 471.00	10	tons	$ 60.00	per ton	$ 650.00	$ 600.00	5	tons	$ 65.00	per ton		
B02.4	Hauling and disposal/recycling of 30 cubic yard open top container (per haul, glass only)	$ 740.00	$ 687.00	10	tons	$ 60.00	per ton	$ 425.00	$ 425.00	10	tons	$ -	per ton		
EQUIPMENT RENTAL - INCLUDES SERVICE AND REPAIRS															
		Monthly Rate						Monthly Rate							
B02.5	Rental and required service/repair of 42 cubic yard compactor/receiver (per month)	$ 411.00						$ 675.00							
ITEM DISPOSAL FEES															
		Price per item						Price per item							
B02.6	Mattresses and Box Springs	$ 27.00						$ 25.00							
B02.7	Tires (off rim)	$ 71.00						$ 25.00							

*Historical data on the container weights and hauling frequency of the 42 cubic yard compactor/receiver was analyzed for each location. Although the hauling rates from Texas Disposal Systems, Inc. are not the lowest bid, the higher allowable weight (and the associated rental/service/repair fee required for the Wimberley location) makes this bid the best value to Hays County.

Award Summary		
Vendor	Item Number	Description
Texas Disposal Systems, Inc.	B02.1	Hauling and disposal of 42 cu yd compactor/receiver (both locations)*
	B02.2	Hauling and disposal of 40 cu yd open top container (Wimberley only)
	B02.3	Hauling and disposal of 30 cu yd open top container (both locations)
	B02.5	Rental and service/repair of 42 cu yd compactor/receiver (Wimberley only)*
	B02.6	Disposal of mattresses and box springs
Central Waste & Recycling	B02.4	Hauling and disposal/recycling of 30 cu yd open top container (glass only, both locations)

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 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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	BECERRA	N/A

SUMMARY

Please see the attached agreement.

INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF AUSTIN FOR CONNECTIVITY TO THE AUSTIN POLICE DEPARTMENT'S GEMALTO COGENT AUTOMATED BIOMETRIC IDENTIFICATION SYSTEM (CABIS)

This Interlocal Agreement Between Hays County and the City of Austin for Connectivity to the Austin Police Department's Gemalto Cogent Automated Biometric Identification System (hereinafter "Agreement") is entered into by and between the following parties the City of Austin, a Home Rule City primarily located in Travis County, Texas, (hereinafter referred to as "City"), and Hays County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County").

WHEREAS, the City currently operates The Gemalto Cogent Automated Biometric Identification System (CABIS) in the Austin Police Department (APD) for identification processes involved in the booking and criminal justice system; and

WHEREAS, the City and County have each determined that it would be mutually advantageous for the County to connect to the City's CABIS, to enter its latent finger and palm print records and latent prints into the CABIS database, and to search the database for matches; and

WHEREAS, the City and County are authorized to enter into this agreement by Chapter 791 of the Government Code, known as the Interlocal Cooperation Act;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the City and County agree as follows:

SECTION 1.
COUNTY RESPONSIBILITIES

(1) Connectivity. County will furnish and maintain the communication line from the APD to Hays County.

(2) Support.

(a) County will provide 24-hour contacts for both the IT Section and the ID Section.

(b) County will be available on a 24-hour basis to assist with any issues that affect the operations of the CABIS system.

(3) Hardware and Software.

(a) County will purchase the workstation and any necessary peripherals, at its own expense.

(b) County will be responsible for purchasing any necessary interfaces from existing Identix Live Scan systems to APD's CABIS system.

(c) County will maintain a maintenance agreement that is commensurate with APD's maintenance agreement.

(d) County will report any system problems to APD to determine if the problem is a local or system issue. If it is determined that the problem is a local problem, County will contact Cogent for service assistance, at County's expense.

(e) County will have a back-up plan for those records not entered into the system electronically while the system is not functioning. All records not sent electronically during down time will be entered at a later time by County.

(4) Operations.

All direct latent searches initiated by County will be routed to their queues for verification. TLI searches from latent prints registered by County into the ULDB (Unsolved Latent Database) that hit on new APD finger and palm print records will be reviewed by City Latent Print Section and forwarded to County.

(a) County will utilize its Arrest ID number for identification of its records.

(b) Only APD personnel will be authorized to delete tenprint records from the database. County personnel will only have the ability to delete County-specific latent cases for quality control maintenance of the database.

(c) APD will not delete County fingerprints from the database unless mandated by a court order and/or performing quality control maintenance of the database.

(d) County will forward any necessary deletions or expunction of records to the APD Central Records Section representative in writing.

(5) User Qualifications.

(a) County will ensure that all personnel utilizing the search capabilities of the system:

i. for known tenprint and palm print searches will be trained and proficient in ink print comparison; and

ii. for latent prints and palm prints will be trained and proficient in the field of latent prints.

(b) City Latent Print Section will furnish all training to all new users of the latent print workstation in entering, searching and registering latent prints. The City Latent Print Section will administer a test prior to issuing user access credentials. Only those County personnel who achieve a passing score will receive credentials from the City Latent Print Section.

(c) County agrees that City may restrict County's access to the database if County fails to utilize qualified personnel, or if substandard work product is being experienced.

SECTION 2.
CITY RESPONSIBILITIES

(1) Connectivity. City will furnish the security hardware, e.g. firewalls for the interagency connection.

(2) Support.

(a) City will maintain the security of the system.

(b) City will provide County with a 24-hour contact for issues related to CABIS and its functionality.

(3) Hardware.

(a) If a problem is reported to City, and City determines it is a system problem, City will contact Cogent for service assistance, at City's expense.

(b) City will attempt to keep any system down time to a minimum. If the system is to be down for longer than four (4) hours, the County contact will be notified.

SECTION 3.
CJIS COMPLIANCE

Both parties participate in the FBI CJIS Systems, which require that all access to the FBI CJIS Systems be controlled by the FBI CJIS Security Policy. Both parties agree to meet the requirements of the CJIS Security Policy and all applicable state and federal laws. County agrees to provide City with any documentation requested by City for the purposes of responding to a CJIS Audit. Requests for documentation must be returned within five (5) business days. This Agreement is required in order for the Austin Police Department to maintain compliance with the FBI CJIS Security Policy and the Code of Federal Regulations, Title 28 Part 20. Notwithstanding any provision to the contrary, City may terminate County's connection to its systems immediately, without prior notice, only if necessary to maintain compliance with FBI CJIS Security Policy or C.F.R., Title 28 Part 20.If such termination is required, the City will immediately engage the County to determine by what means the City can become compliant, thus re-initiating the County's connection to the systems.

SECTION 4.
COSTS

Each party will pay its own costs and expenses in performing its responsibilities under this Agreement. There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed to in writing. This Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of understanding between the parties hereto of the nature of the relationship for the connectivity efforts. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that any entity will appropriate funds for such expenditures.

SECTION 5.
EFFECTIVE DATE.TERM OF AGREEMENT, AND TERMINATION

This Agreement takes effect when signed by the last of both parties, and shall remain in effect for an initial term to expire on September 30, 2020. This Agreement shall automatically renew annually, on October 1 of each successive year, for up to

four (4) renewal periods, unless terminated by either party by written notice given at least sixty (60) days prior to the end of a contract year.

Either party may terminate this Agreement in its entirety for convenience by giving the other party sixty (60) days' written notice of intent to terminate in accordance with Section 10 below.

SECTION 6.
RELATIONSHIP OF PARTIES, AND LIABILITY

City and County are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent. No party to this Agreement will be responsible for the acts or omissions of an employee of another party except as may be decreed against that party by a judgment of a court of competent jurisdiction.

It is expressly understood and agreed that by executing this Agreement no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

SECTION 7.
ASSIGNMENT AND SUBCONTRACTING

County may not assign its rights or subcontract its duties under this Agreement without the prior written consent of City. An attempted assignment or subcontract in violation of this paragraph is void.

SECTION 8.
DISPUTE RESOLUTION

If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to initiating a claim. However, this section does not prohibit the filing of a claim to toll the running of a statute of limitations or to seek injunctive relief. Either party

may make a written request for a meeting between representatives of both parties within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties.

Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, an impartial professional mediator to assist with resolution of the dispute. The Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. The mediator may be a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Hays County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The parties will share the costs of the mediator equally.

The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Venue for any action arising under this agreement will be in Travis County, Texas.

SECTION 9.
SUSPENSION FOR UNAVAILABILITY OF FUNDS

This Agreement is to be contingent upon approval and appropriation of sufficient funds in the parties' respective operating budgets for each fiscal year under this Agreement. In the event that such funding is not appropriated and approved, this Agreement will terminate automatically on the last day in the fiscal year for which sufficient funds were budgeted and appropriated for this Agreement, provided that any such action or termination due to non-

appropriation of funds will not be construed as a default under this Agreement. The parties agree to give the other party at least ninety (90) days advance written notice of termination under this provision.

SECTION 10.
NOTICE TO PARTIES

Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is hand-delivered to the party; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified below, and signed on behalf of the party; or three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified below.

Hays County Sheriff
Hays County Sheriff's Office
1307 Uhland Rd.
San Marcos, Texas 78666

Chief of Police
Austin Police Department
715 E. 8th Street
Austin, Texas 78701

A party may change its address by providing written notice of the change in accordance with this section.

SECTION 11.
MISCELLANEOUS

Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this

Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement

This Agreement is executed in duplicate originals.

CITY OF AUSTIN

By_____
Spencer Cronk
City Manager

Date_____

HAYS COUNTY

By_____
Ruben Becerra
County Judge

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 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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
STRICKLAND	SMITH	N/A

SUMMARY

Property owner started construction within the floodplain without submitting permit request to Hays County. Development Services is currently monitoring the floodplain concerns and has requested all further construction to cease until permits are approved.

The construction is along the tributary that flows into Hamilton Creek, and subsequently Hamilton Pool. To mitigate any future issues that any potential rain could cause, Development Services is requesting the ability to grant a temporary development authorization permit (prior to the floodplain concerns being mitigated) to construct a spillway for any additional water to flow into and implement erosion control measures.

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	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	November 5, 2019	

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	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	BECERRA	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 Right of Way along Dacy Lane in Pct 1 & Pct 2. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	November 5, 2019	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	JONES

SUMMARY

Summary to be provided in Executive Session.