

**Commissioners Court November 17, 2020
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 **17th day of November 2020**, 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.

PRESENTATIONS & PROCLAMATIONS

1	4	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA
2	5-6	Adopt a Proclamation declaring November 16 - 22, 2020 as Global Entrepreneurship Week. BECERRA
3	7-8	Adopt a Proclamation recognizing the 140th anniversary of the Buda United Methodist Church in Hays County. JONES
4	9	Update on the November meeting of the Hill Country Mental Health Developmental Disabilities Board by Charlie Campise. BECERRA/VILLALOBOS

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.

5	10	Approve payments of County invoices. VILLARREAL-ALONZO
6	11	Approve payments of Juror checks. VILLARREAL-ALONZO
7	12	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
8	13-23	Approve Commissioners Court Minutes of November 10, 2020. BECERRA/CARDENAS
9	24	Authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 100, San Marcos, Texas 78666. INGALSBE/STRICKLAND
10	25	Authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 300, San Marcos, Texas 78666. INGALSBE/STRICKLAND
11	26	Authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 400, San Marcos, Texas 78666. INGALSBE/STRICKLAND
12	27	Authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 700, San Marcos, Texas 78666. INGALSBE/STRICKLAND
13	28	Authorize On-Site Sewage Facility Permit for two office/warehouse buildings located at 13617 Fitzhugh Road, Austin, Texas 78737. SMITH/STRICKLAND
14	29-31	Authorize the Sheriff's Office to purchase a replacement ticket writer printer for \$647.00; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D) and amend the budget accordingly. INGALSBE/CUTLER
15	32	Amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds were received. INGALSBE/CUTLER
16	33-35	Authorize the Sheriff's Office to use Sheriff Drug Forfeiture Funds totaling \$5,876.84 to purchase lights for patrol vehicles and amend the budget accordingly. INGALSBE/CUTLER
17	36	Authorize the Sheriff's Office to purchase consumable items related to extended crime scene incidents. JONES/CUTLER
18	37-42	Authorize the execution of an Equipment Calibration & Maintenance Agreement with FarrWest Environmental Supply, Inc. related to the maintenance of HazMat Monitoring Equipment funded through the Office of the Governor, Homeland Security grants program. BECERRA/JONES

19	43-49	Authorize the Sheriff's Office to purchase a computer system for the access control system located at the Public Safety Building and amend the budget accordingly. SHELL/CUTLER
20	50	Authorize On-Site Sewage Facility Permit for three short-term rental cabins located at 965 Norwood Rd, Dripping Springs, TX 78620. SMITH/STRICKLAND
21	51-52	Authorize the submission of a grant application and execution of resolution to the Texas Indigent Defense Commission (TIDC) for the FY21 Formula Grant Program. INGALSBE/T.CRUMLEY
22	53-90	Approve specifications for IFB 2021-B03 Hays County Multilayer Well and authorize Purchasing to solicit for bids and advertise. SHELL/T.CRUMLEY
23	91-95	Authorize the County Judge to purchase a replacement Dell Thunderbolt Docking Station in the amount of \$202.99 to replace a non-working, out of warranty computer docking station and amend the budget accordingly. BECERRA

ACTION ITEMS

ROADS

24	96-105	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of San Marcos relating to the County's Lime Kiln Road (CR 225) Bond Project and amend the budget accordingly. SHELL/BORCHERDING
25	106-112	Discussion and possible action to authorize the execution of Supplemental No. 2 to Work Authorization No. 2 with American Structurepoint, Inc regarding the RM 3237 at RM 150 Roundabout project as part of the 2016 Road Bond Program. SHELL/BORCHERDING

SUBDIVISIONS

26	113-117	PLN-1398-PC; Hold a public hearing with possible action to approve the final plat concerning the Replat of Lot 35, Lea Acres Subdivision. JONES/MACHACEK
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MISCELLANEOUS

27	118-120	Discussion and possible action to authorize the County Judge to execute Task Order #1 to the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020. SHELL
28	121-129	Discussion and possible action to authorize the execution of an Interlocal Cooperation Agreement between Hays County and Texas State University to be performed by the Meadows Center for Water and the Environment related to the 2021 Hays County Feral Hog Program. JONES/T.CRUMLEY
29	130-133	Discussion and possible action to authorize the County Judge to execute an Annual Support Agreement with Stars Information Solutions for software and hardware maintenance of the ScanPro3000 Microsoft Scanner for \$695.00 with funds budgeted for FY2021. BECERRA/CARDENAS
30	134-142	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement for Use of Jail Facility between Hays County and Atascosa County related to the housing and care of Hays County inmates. INGALSBE/CUTLER
31	143-144	Discussion and possible action to authorize the Constable Pct. 4 Office to purchase one new LCRA in-car Mobile Radio, XG-25M, 700/800 P25 system with accessories in the amount of \$3,884.19 and amend the budget accordingly. SMITH/HOOD
32	145	Discussion and possible action to authorize the Election's Office to pay down vacation accruals for the Election's Administrator and the Administrative Assistant III, slot 0271-002 and amend the budget accordingly. JONES/ANDERSON
33	146	Discussion and possible action to authorize the Sheriff's Office to hire an Emergency Communication Officer, slot 0515-003 at an MBS3 of the ECO salary progression chart effective 11/20/20. SHELL/CUTLER

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.

34	147	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Veteran Services Office. Possible discussion and/or action may follow in open Court. SHELL
35	148	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located on West San Antonio Street, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court. INGALSBE

STANDING AGENDA ITEMS

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

36	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
37	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
38	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
39	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 13th day of November, 2020

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

Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

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

Information will be presented during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation declaring November 16 - 22, 2020 as Global Entrepreneurship Week.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

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

Global Entrepreneurship Week is the world's largest celebration of the innovators and job creators who launch startups.

See attached Proclamation.



**PROCLAMATION DECLARING NOVEMBER 16-22, 2020
GLOBAL ENTREPRENEURSHIP WEEK**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Global Entrepreneurship Week (GEW) is the world's largest celebration of the innovators and job creators who launch startups that bring ideas to life, drive economic growth, and expand human welfare; and

WHEREAS, GEW encompasses dozens of local and regional events throughout the state, each designed to expose the people of Hays County to the idea of starting and running a business; and

WHEREAS, these events, from large-scale competitions to teaching entrepreneurial skills in our local schools, connect participants to potential collaborators, mentors and even investors – introducing them to new possibilities and exciting opportunities; and

WHEREAS, small businesses drive economic vitality across the state, particularly in rural and underserved communities, accounting for two-thirds of new jobs; and

WHEREAS, Hays County embraces the entrepreneurial spirit, exploring new ideas, seizing opportunities, and acting upon them in a spirited culture of innovation to create future-forward jobs, a vibrant economy, and a working Hays County where all residents have equal access to economic prosperity and the chance to start and successfully own their own business;

NOW, THEREFORE, BE IT PROCLAIMED, that the Hays County Commissioners Court does hereby proclaims November 16-22, 2020

GLOBAL ENTREPRENEURSHIP WEEK

in Hays County, and we encourage all people to join us in this special observance.

ADOPTED THIS THE 17TH DAY OF NOVEMBER, 2020

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 H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation recognizing the 140th anniversary of the Buda United Methodist Church in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Mark Jones

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

(see attachment)



**PROCLAMATION RECOGNIZING THE 140TH ANNIVERSARY
OF THE BUDA UNITED METHODIST CHURCH**

WHEREAS, the local United Methodist Church is organized to pursue its mission in the Buda community; providing opportunities to seek strengthening and spiritual formation; and encouraging the community to live lovingly and justly; and

WHEREAS, much of the distinctiveness of the Methodist movement was begun by John Wesley in 18th century England and grew out of Wesley's insight into Grace; and

WHEREAS, local church historians documented accounts of circuit riders connecting congregations in Mountain City, Science Hall, Cherry Springs, Dripping Springs, Thomas Springs, Elm Grove, Jacob's Well and Wimberley Mill; and

WHEREAS, the first church organized in the new settlement of DuPre (now called Buda) was the Methodist Church and the congregation regards Thomas Garrett as its first pastor in 1880; and

WHEREAS, in 1882, a city block was purchased for the first church building; and among the first known recorded activities of the church were the weddings of Professor J.W. McLaughlin and Miss Maggie Barton, and Bob Carter and Miss Ida Criser on December 25, 1892; and around this time, the church organized a Sunday school with Bob Barton serving as the first superintendent; and

WHEREAS, the church prospered through the 1920's with a strong, vital congregation, including the formation of a Women's Missionary Society, by providing groceries and clothing to local "needy" families, buying a bed for the Methodist Orphanage, sending flowers to the sick, making quilts for a family whose home had burned, and furnishing Easter baskets for a children's program; and

WHEREAS, many fruitful years have passed in the midst of preaching, teaching, and congregational singing to the glory of God; and

WHEREAS, today's congregation of over 475 members and worshipers includes: a Men's Group; an active Women's Group; adult and children's Sunday school; Buda Food Pantry that serves seniors, disabled individuals, families without transportation and quarantined households, approximately 1,200 clients per month; and extends its service by supporting benevolence projects with area non-profit organizations such as Court Appointed Special Advocates, the Hays-Caldwell Women's Center, and the Hays County Food Bank; and

WHEREAS, the United Methodist Church continues this day to believe divine love surrounds all humanity at all times, that God reaches out with accepting and pardoning love, and that faith is expressed in outward works of love, caring service, and social action for human liberation, reconciliation, justice and peace; and

WHEREAS, Buda United Methodist Church commits to live its faith forward by valuing proclamation, community, and continued service, each interwoven and present in the life of the church and its members;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court by the virtue of the authority vested in us in Hays County, Texas, does hereby join Buda United Methodist Church, and its many members watching today through this court's live broadcast, in celebrating 140 years of worship and service in the Buda community.

ADOPTED THIS THE 17TH DAY OF NOVEMBER 2020

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 H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Update on the November meeting of the Hill Country Mental Health Developmental Disabilities Board by Charlie Campise.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

VILLALOBOS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Charlie Campise, Hays County representative on the Hill Country Mental Health Developmental Disabilities Board, will give an update on the mental health developmental disabilities meeting held on November 3, 2020.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of November 10, 2020.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY



NOVEMBER 10, 2020

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 10th DAY OF NOVEMBER A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	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

Clerk's Note: For complete transcript go to Hays County Website
<https://hayscountytexas.com/commissioners-court/court-video/>
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Josh Murillo of the San Marcos Seventh-day Adventist Church 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 made public comments. Casey Cutler made a public comment regarding the Conservation Plan for Driftwood. Brittney Castano made a public comment.

UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW.

Tammy Crumley, Director of Countywide Operations, gave the court an update on the current number of COVID-19 cases. No action was taken.

35769 APPROVE PAYMENTS OF COUNTY INVOICES.

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

35770 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

35771 APPROVE COMMISSIONERS COURT MINUTES OF OCTOBER 27, 2020.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve Commissioners Court Minutes of October 27, 2020. All present voted "Aye." MOTION PASSED.

35772 APPROVE THE PAYMENT OF THE NOVEMBER 15, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$2,980,000.00 EFFECTIVE NOVEMBER 13, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the payment of the November 15, 2020 payroll disbursements in an amount not to exceed \$2,980,000.00 effective November 13, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.



NOVEMBER 10, 2020

35773 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR A PUTT PUTT GOLF COURSE LOCATED AT 2770 W HWY 290, DRIPPING SPRINGS, TEXAS 78620.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize On-Site Sewage Facility Permit for a Putt Putt Golf Course located at 2770 W Hwy 290, Dripping Springs, Texas 78620. All present voted "Aye." MOTION PASSED.

35774 RATIFY THE PURCHASE OF FIVE (5) GLOCK 17 9MM HANDGUNS WITH ACCESSORIES FOR THE SHERIFF'S OFFICE LAW ENFORCEMENT DIVISION.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to ratify the purchase of five (5) Glock 17 9mm Handguns with accessories for the Sheriff's Office Law Enforcement Division. All present voted "Aye." MOTION PASSED.

35775 APPROVE OUT OF STATE TRAVEL FOR DEPUTY JUSTIN RODGERS AND DEPUTY TRAVIS MCREE, TO ATTEND THE LAW ENFORCEMENT TOTAL BREACHING COURSE ON JUNE 11-18, 2021 IN BYHALIA, MS.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve out of state travel for Deputy Justin Rodgers and Deputy Travis McRee, to attend the Law Enforcement Total Breaching Course on June 11-18, 2021 in Byhalia, MS. All present voted "Aye." MOTION PASSED.

35776 APPROVE OUT OF STATE TRAVEL FOR DEPUTY PAUL MOONEY TO ATTEND THE INTERMEDIATE EXPLOSIVE BREACHING COURSE ON MARCH 22-26, 2021 IN BYHALIA, MS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve out of state travel for Deputy Paul Mooney to attend the Intermediate Explosive Breaching Course on March 22-26, 2021 in Byhalia, MS. All present voted "Aye." MOTION PASSED.

35777 AUTHORIZE ON-SITE SEWAGE FACILITY PERMITS FOR MASTER UNITS 1, 4, 5, 6, & 7 LOCATED AT 14500 FM 1826, AUSTIN, TEXAS 78737.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permits for Master Units 1, 4, 5, 6, & 7 located at 14500 FM 1826, Austin, Texas 78737. All present voted "Aye." MOTION PASSED.

35778 AUTHORIZE ON-SITE SEWAGE FACILITY PERMITS FOR MASTER UNIT 2 LOCATED AT 14500 FM 1826, AUSTIN, TEXAS 78737.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permits for Master Unit 2 located at 14500 FM 1826, Austin, Texas 78737. All present voted "Aye." MOTION PASSED.

35779 AUTHORIZE ON-SITE SEWAGE FACILITY PERMITS FOR MASTER UNIT 3 LOCATED AT 14500 FM 1826, AUSTIN, TEXAS 78737.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permits for Master Unit 3 located at 14500 FM 1826, Austin, Texas 78737. All present voted "Aye." MOTION PASSED.

35780 AUTHORIZE THE EXECUTION OF AN ENGAGEMENT LETTER WITH ABIP, PC FOR SERVICES RELATED TO THE FISCAL YEAR 2020 HAYS COUNTY ANNUAL FINANCIAL AUDIT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2020 Hays County Annual Financial Audit. All present voted "Aye." MOTION PASSED.



NOVEMBER 10, 2020

35781 APPROVE UTILITY PERMITS.

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

35782 AUTHORIZE THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE TEXAS A&M AGRILIFE EXTENSION SERVICE FOR THE FERAL HOG ABATEMENT PROGRAM IN THE AMOUNT OF \$7,500 AND AMEND THE BUDGET ACCORDINGLY.

Dan Lyon made a public comment. Judge Becerra requested a presentation be given for this item before the end of the year. A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the execution of an Interlocal Agreement with the Texas A&M AgriLife Extension Service for the Feral Hog Abatement Program in the amount of \$7,500 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35783 AUTHORIZE PAYMENT OF \$8,340 TO DRONE SENSE FOR A SOFTWARE LICENSE SUBSCRIPTION RENEWAL FOR THE UAV PROGRAM WHERE NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE COUNTY PURCHASING POLICY.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment of \$8,340 to Drone Sense for a Software License Subscription Renewal for the UAV program where no purchase order was issued as required per the County Purchasing Policy. All present voted "Aye." MOTION PASSED.

35784 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION (CJD) FOR THE VOLUNTEER VETERANS AT SCHOOLS IN THE AMOUNT OF \$25,932 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division (CJD) for the Volunteer Veterans at Schools in the amount of \$25,932 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35785 APPROVE THE REAPPOINTMENT OF JENNIFER RODRIGUEZ, BRADLEY RUOFF AND ROBERT AVERA TO THE BOARD OF HAYS COUNTY EMERGENCY SERVICES DISTRICT #6, TERM ENDING DECEMBER 31, 2022.

Commissioner Smith thanked the board members for their service. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the reappointment of Jennifer Rodriguez, Bradley Ruoff and Robert Avera to the board of Hays County Emergency Services District #6, term ending December 31, 2022. All present voted "Aye." MOTION PASSED.

35786 APPROVE RENEWAL OF IFB 2019-B03 ROAD BUILDING MATERIALS - HOT MIX WITH CENTURY ASPHALT, LTD., TEXAS MATERIALS GROUP, AND COLORADO MATERIALS, LTD. FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID, EFFECTIVE OCTOBER 29, 2020.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve renewal of IFB 2019-B03 Road Building Materials - Hot Mix with Century Asphalt, Ltd., Texas Materials Group, and Colorado Materials, Ltd. for one (1) additional year as stated in the original bid, effective October 29, 2020. All present voted "Aye." MOTION PASSED.

35787 APPROVE RENEWAL OF IFB 2019-B08 EMULSIONS OILS WITH ERGON ASPHALT & EMULSIONS, INC. FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID, EFFECTIVE OCTOBER 29, 2020.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve renewal of IFB 2019-B08 Emulsions Oils with Ergon Asphalt & Emulsions, Inc. for one (1) additional year as stated in the original bid, effective October 29, 2020. All present voted "Aye." MOTION PASSED.



NOVEMBER 10, 2020

- 35788 AUTHORIZE THE JUVENILE DETENTION CENTER TO PURCHASE A \$3,491.60 REPLACEMENT 6 GALLON COMPACT BOOSTER WATER HEATER AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Juvenile Detention Center to purchase a \$3,491.60 replacement 6 Gallon Compact Booster Water Heater and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35789 AUTHORIZE THE COUNTY JUDGE TO EXECUTE GENERAL AND NO LITIGATION CERTIFICATES OF HAYS COUNTY RELATED TO THE ISSUANCE OF BONDS BY CAPITAL AREA HOUSING FINANCE CORPORATION FOR REDWOOD APARTMENTS AND LEGACY SENIOR RESIDENCES II.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute General and No Litigation Certificates of Hays County related to the issuance of bonds by Capital Area Housing Finance Corporation for Redwood Apartments and Legacy Senior Residences II. All present voted "Aye." MOTION PASSED.

- 35790 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A FIRST AMENDMENT TO THE PADILLA CONSULTATION AGREEMENT BETWEEN HAYS COUNTY AND MYPADILLA.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a First Amendment to the Padilla Consultation Agreement between Hays County and myPadilla. All present voted "Aye." MOTION PASSED.

- 35791 APPROVE RENEWAL OF IFB 2019-B04 ROAD BUILDING MATERIALS - COLD MIX WITH VULCAN CONSTRUCTION MATERIALS, LLC. AND COLORADO MATERIALS, LTD. FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID, EFFECTIVE OCTOBER 29, 2020.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve renewal of IFB 2019-B04 Road Building Materials - Cold Mix with Vulcan Construction Materials, LLC. and Colorado Materials, Ltd. for one (1) additional year as stated in the original bid, effective October 29, 2020. All present voted "Aye." MOTION PASSED.

- 35792 APPROVE THE CANCELLATION OF THE HAYS COUNTY COMMISSIONERS COURT ON DECEMBER 15, 2020.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the cancellation of the Hays County Commissioners Court on December 15, 2020. All present voted "Aye." MOTION PASSED.

- 35793 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A \$16,782.25 PROPOSAL WITH CONFERENCE TECHNOLOGIES, INC. RELATED TO THE ELECTRONIC DOCKET X6 SYSTEM FOR THE DISTRICT COURTS AS APPROVED IN THE FY21 BUDGET PROCESS.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute a \$16,782.25 Proposal with Conference Technologies, Inc. related to the Electronic Docket x6 System for the District Courts as approved in the FY21 budget process. All present voted "Aye." MOTION PASSED.

- 35794 APPROVE RENEWAL OF IFB 2020-B02 HAULING SOLID WASTE WITH CENTRAL WASTE & RECYCLING AND TEXAS DISPOSAL SYSTEMS FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID, EFFECTIVE NOVEMBER 5, 2020.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve renewal of IFB 2020-B02 Hauling Solid Waste with Central Waste & Recycling and Texas Disposal Systems for one (1) additional year as stated in the original bid, effective November 5, 2020. All present voted "Aye." MOTION PASSED.



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- 35795 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AMENDMENT #2 TO THE CONTRACT BETWEEN HAYS COUNTY AND HNTB CORPORATION TO CONTINUE PROVIDING GENERAL ENGINEERING CONSULTANT (GEC)/PROGRAM MANAGEMENT SERVICES FOR THE HAYS COUNTY 2016 ROAD BOND PROGRAM PROJECTS; AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.024(A)(4).**

Dan Lyon made public comments regarding Commissioner Shell. Commissioner Ingalsbe requested more information on the agenda item. Marisol Villarreal-Alonzo, Auditor, explained the discretionary exemption. Mark Kennedy, General Counsel, spoke regarding the use of the exemption code for this amendment. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute Amendment #2 to the contract between Hays County and HNTB Corporation to continue providing General Engineering Consultant (GEC)/Program Management services for the Hays County 2016 Road Bond Program projects; authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4). All present voted "Aye." MOTION PASSED.**

- 35796 APPROVE AN ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS RELATING TO THE FM 110 NORTH PROJECT AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE ADVANCED FUNDING AGREEMENT ON BEHALF OF THE COUNTY.**

Commissioner Ingalsbe stated this is the cost to move the waterline relating to Maxwell on FM 110. Commissioner Shell thanked Commissioner Ingalsbe for her work on this project. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve an Advance Funding Agreement for Voluntary Utility Relocation Contributions on State Highway Improvement Projects relating to the FM 110 North Project and authorize the County Judge to execute the Advanced Funding Agreement on behalf of the County. All present voted "Aye." MOTION PASSED.**

- 35797 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH A "NO PARKING" ZONE ON GARRISON ROAD JUST OUTSIDE OF THE CITY OF BUDA LIMITS.**

Judge Becerra opened the public hearing. No comments were made. Judge Becerra closed the public hearing. Commissioner Jones stated there is a concern from the citizens about this narrow road. It would cause difficulty for emergency vehicles to respond to that area. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to establish a "No Parking" zone on Garrison Road just outside of the City of Buda limits. All present voted "Aye." MOTION PASSED.**

- 35798 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH "YIELD" SIGNS ON THE FOUR LEGS OF A ROUNDABOUT AT THE INTERSECTION OF MESA VERDE DRIVE AND PRESCOTT DRIVE IN BELTERRA SUBDIVISION.**

Judge Becerra opened the public hearing. No comments were made. Judge Becerra closed the public hearing. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to establish "Yield" signs on the four legs of a roundabout at the intersection of Mesa Verde Drive and Prescott Drive in Belterra subdivision. All present voted "Aye." MOTION PASSED.**

- 35799 RELEASE OF THE REVEGETATION BOND #SU1157964 IN THE AMOUNT OF \$3,488.00 FOR REUNION RANCH SUBDIVISION, PHASE 2, SECTION 4.**

Commissioner Smith noted this item has full support of the staff. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to release of the revegetation bond #SU1157964 in the amount of \$3,488.00 for Reunion Ranch subdivision, Phase 2, Section 4. All present voted "Aye." MOTION PASSED.**

- 35800 RELEASE OF THE REVEGETATION BOND #PB03016800273 IN THE AMOUNT OF \$32,600.00 FOR SUNFIELD SUBDIVISION, PHASE 3, SECTION 2.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to release of the revegetation bond #PB03016800273 in the amount of \$32,600.00 for Sunfield subdivision, Phase 3, Section 2. All present voted "Aye." MOTION PASSED.



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- 35801 RELEASE OF THE REVEGETATION BOND #PB03016800210 IN THE AMOUNT OF \$30,350.00 FOR SUNFIELD SUBDIVISION, PHASE 3 "ROADWAY EXTENSION".**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to release of the revegetation bond #PB03016800210 in the amount of \$30,350.00 for Sunfield subdivision, Phase 3 "Roadway Extension". All present voted "Aye." MOTION PASSED.

- 35802 RELEASE OF THE REVEGETATION BOND #PB03016800240 IN THE AMOUNT OF \$22,000.00 FOR SUNFIELD SUBDIVISION, PHASE 3, SECTION 4.**

Commissioner Jones noted this subdivision is moving rapidly and will house about 25,000 people at the time of completion. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to release of the revegetation bond #PB03016800240 in the amount of \$22,000.00 for Sunfield subdivision, Phase 3, Section 4. All present voted "Aye." MOTION PASSED.

- 35803 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND PAPE-DAWSON ENGINEERS, INC. ON THE FISCHER STORE ROAD SAFETY IMPROVEMENTS PROJECT IN PRECINCT 3 AS PART OF THE 2016 ROAD BOND PROGRAM.**

Commissioner Shell stated this item is additional right of way work for the Fischer Store project. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Change Order No. 1 to the Professional Services Agreement (PSA) between Hays County and Pape-Dawson Engineers, Inc. on the Fischer Store Road Safety Improvements project in Precinct 3 as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

- 35804 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT AMENDMENT NO. 1 TO A CONTRACT BETWEEN HAYS COUNTY AND DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC FOR THE POSEY ROAD CORRIDOR IMPROVEMENTS SAFETY AND MOBILITY PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM.**

Commissioner Shell stated this project is preparation of increased truck traffic. He noted this project will be complete soon. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute Contract Amendment No. 1 to a Contract between Hays County and Dannenbaum Engineering Company - Austin, LLC for the Posey Road Corridor Improvements safety and mobility project as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

- 35805 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND FREESE & NICHOLS, INC. IN REGARDS TO AN INSPECTION AND REPORT OF MS4 FACILITY, THE COUNTY'S ONE PERMANENT STORMWATER MANAGEMENT FACILITY, TO BE IN COMPLIANCE WITH CITY OF SAN MARCOS REQUIREMENTS.**

Commissioner Ingalsbe noted this item is for services by a professional engineer for the stormwater detention pond as requested by the City of San Marcos. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Freese & Nichols, Inc. in regards to an inspection and report of MS4 facility, the County's one permanent stormwater management facility, to be in compliance with City of San Marcos requirements. All present voted "Aye." MOTION PASSED.

- 35806 AUTHORIZE THE WIMBERLEY AND DRIFTWOOD RECYCLING AND SOLID WASTE LOCATIONS TO CLOSE ON NOVEMBER 28, 2020 AND OPEN ON NOVEMBER 30, 2020, AND CLOSE ON DECEMBER 26, 2020 AND OPEN ON DECEMBER 28, 2020, AND AUTHORIZE THE DIRECTOR OF COUNTYWIDE OPERATIONS TO SET THE RECYCLING AND SOLID WASTE HOLIDAY SCHEDULE FOR ALL SUBSEQUENT YEARS.**



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Tammy Crumley, Director of Countywide Operations, stated this item is to allow the recycling staff to have the same holiday schedule as the rest of the county employees. Judge Becerra requested the updated schedule be posted online for the public. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Wimberley and Driftwood Recycling and Solid Waste locations to close on November 28, 2020 and open on November 30, 2020, and close on December 26, 2020 and open on December 28, 2020, and authorize the Director of Countywide Operations to set the Recycling and Solid Waste holiday schedule for all subsequent years. All present voted "Aye." MOTION PASSED.

35807 AUTHORIZE THE CLOSURE OF ALL HAYS COUNTY PARKS ON NOVEMBER 26, 2020, DECEMBER 25, 2020, JANUARY 1, 2021, AND APRIL 4, 2021, AND AUTHORIZE THE DIRECTOR OF COUNTYWIDE OPERATIONS TO SET THE PARK HOLIDAY SCHEDULE FOR ALL SUBSEQUENT YEARS.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the closure of all Hays County Parks on November 26, 2020, December 25, 2020, January 1, 2021, and April 4, 2021, and authorize the Director of Countywide Operations to set the Park holiday schedule for all subsequent years. All present voted "Aye." MOTION PASSED.

35808 ACCEPT THE STAR ASSET SECURITY PROPOSAL RELATED TO UPGRADES AND REPAIRS OF THE EXISTING SECURITY SYSTEM FOR THE TRANSPORTATION DEPARTMENT AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Jones noted this item is for maintenance and upgrading to the system. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the Star Asset Security Proposal related to upgrades and repairs of the existing security system for the Transportation Department and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35809 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RADIO SERVICES AND EQUIPMENT BINDING PROPOSAL WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA) FOR \$58,700 AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(7)(D).

Commissioner Jones noted the LCR radio is the type used in the region and the only vendor. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Radio Services and Equipment Binding Proposal with the Lower Colorado River Authority (LCRA) for \$58,700 and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D). All present voted "Aye." MOTION PASSED.

35810 AUTHORIZE THE EXECUTION OF A REVISED MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND COUNSELINK, INC. RELATED TO COUNSELING SERVICES FOR VETERANS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of a revised Memorandum of Understanding between the Hays County Veteran's Treatment Court and Counselink, Inc. related to counseling services for veterans. All present voted "Aye." MOTION PASSED.

35811 AUTHORIZE THE EXECUTION OF A REVISED MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND LAKE INKS PROFESSIONAL SERVICES, LLC RELATED TO PSYCHOLOGICAL EVALUATIONS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of a revised Memorandum of Understanding between the Hays County Veteran's Treatment Court and Lake Inks Professional Services, LLC related to psychological evaluations. All present voted "Aye." MOTION PASSED.



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- 35812 AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND LAURA L. ADAMS, PH.D. RELATED TO PSYCHOLOGICAL ASSESSMENT AND DIAGNOSIS FOR VETERANS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Laura L. Adams, Ph.D. related to psychological assessment and diagnosis for veterans. All present voted "Aye." MOTION PASSED.

- 35813 AUTHORIZE THE EXECUTION OF A REVISED MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND RESTORATIVE PATHWAYS, LLC RELATED TO COUNSELING SERVICES TO INDIVIDUAL VETERANS AND/OR THEIR FAMILY MEMBERS.**

Vicki Dorsett, Auditor's Office, read a statement submitted by Gerald Ramcharan, Program Manager for the County Veterans Treatment Court. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of a revised Memorandum of Understanding between the Hays County Veteran's Treatment Court and Restorative Pathways, LLC related to counseling services to individual veterans and/or their family members. All present voted "Aye." MOTION PASSED.

- 35814 CANVASS RESULTS OF THE COUNTY AND PRECINCT RACES FOR THE NOVEMBER 3, 2020 GENERAL ELECTION; AND AUTHORIZE THE EXECUTION OF THE ORDER CANVASSING RETURNS AND DECLARING RESULTS OF BOND ELECTION AND CERTIFICATE OF COUNTY CLERK RELATED TO HAYS COUNTY PROPOSITION A.**

Jennifer Anderson, Elections Administrator, spoke to the court regarding this year's historic election. She thanked her staff and several county offices that contributed to running the elections. The court thanked the elections office for their work. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to canvass results of the County and Precinct races for the November 3, 2020 General Election; and authorize the execution of the Order Canvassing Returns and Declaring Results of Bond Election and Certificate of County Clerk related to Hays County Proposition A. All present voted "Aye." MOTION PASSED.

APPROVE THE INSTALLATION OF A SECURITY CAMERA SYSTEM AT THE HAYS COUNTY HISTORIC COURTHOUSE.

Jeff McGill, Information Technology Director, spoke about the options available for security system for courthouse. Constable Peterson spoke about his office handling the security of the courthouse. Commissioner Ingalsbe asked about cost for the system. Tammy Crumley, Director of Countywide Operations spoke about installing a key card system along with the security system. Judge Becerra stated this item will be brought back to court. No action was taken.

- 35815 APPOINT DEBBIE INGALSBE AND LON SHELL TO THE CORE 4 POLICY GROUP; AND APPOINT MICHELLE VILLEGAS AND LISA GRIFFIN TO THE CORE 4 TASK GROUP.**

Dan Lyon made a public comment. Commissioner Ingalsbe and Judge Becerra will serve on board. Commissioner Shell agreed to change with Commissioner Ingalsbe to serve on the board after each term. A motion was made by Commissioner Jones, seconded by Commissioner Smith to appoint Debbie Ingalsbe and Judge Becerra to the Core 4 Policy Group; and appoint Michelle Villegas and Lisa Griffin to the Core 4 Task Group. All present voted "Aye." MOTION PASSED.

- 35816 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE FINAL CRF SPENDING PLAN FORM RELATED TO HAYS COUNTY'S COVID-19 FUNDING ALLOCATION FOR FURTHER SUBMISSION TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM).**

Marisol Villarreal-Alonzo, Auditor, stated this funding plan is due November 13th, 2020. The plan identifies the spending allocations. A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute the final CRF Spending Plan Form related to Hays County's Covid-19 funding allocation for further submission to the Texas Department of Emergency Management (TDEM). All present voted "Aye." MOTION PASSED.



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35817 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND BLAIR WILDLIFE CONSULTING, LLC FOR ENVIRONMENTAL SUPPORT SERVICES FOR THE HAYS COUNTY REGIONAL HABITAT CONSERVATION PLAN (RHCP) AND OTHER HAYS COUNTY PROJECTS; AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.024(A)(4).

Commissioner Ingalsbe noted Blair Wildlife Consulting has done a great job. She stated she would like to continue to use their services. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Blair Wildlife Consulting, LLC for Environmental Support Services for the Hays County Regional Habitat Conservation Plan (RHCP) and other Hays County Projects; authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4). All present voted "Aye." MOTION PASSED.**

Clerk's Note: Executive Session began at 10:41 a.m. and resumed back into open court at 11:06 a.m.

35818 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY LOCAL HEALTH DEPARTMENT. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to regrade the registered nurse slot 1135-002 from grade 114 to a grade 115 effective 11/10/2020 as presented in executive session. All present voted "Aye." MOTION PASSED.

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

Judge Becerra announced the burn ban will remain in place. No action was taken.

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

Judge Becerra read the Sheriff's update of the inmate population. The estimated cost for outsourcing was \$43,190.00 for the week of November 1 – November 7, 2020. The number of outsourced males was 124 inmates and females were 0 inmates. During the month of October trustees worked 3,918 hours. The number of arrest made by agency are as follows; Buda Police Department - 2, Department of Public Safety – 4, Hays County Sheriff's Department – 48, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department – 29, San Marcos Police Department - 39, Texas State Police Department – 3. No action taken.

Clerk's Note Agenda Item #55 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 #56 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 Judge Becerra, seconded by Commissioner Jones to adjourn court at 11:01 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on November 10, 2020.

HAYS COUNTY COMMISSIONERS' COURT MINUTES



NOVEMBER 10, 2020



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

Authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 100, San Marcos, Texas 78666.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Mark Smith of JL SH 123 is proposing a new On-Site Sewage System to accommodate an office/warehouse building. This system was previously permitted, but the system was never installed and has expired. This building will serve up to 36 employees and customers. This property is Lot 1 of Block A in the 123 Business Park and will be served by a public water supply.
The system designer Steve Wenzel, P.E., has designed a standard treatment systems. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 127 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 300, San Marcos, Texas 78666.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Mark Smith of JL SH 123 is proposing a new On-Site Sewage System to accommodate an office/warehouse building. This system was previously permitted, but the system was never installed and has expired. This building will serve up to 21 employees and customers. This property is Lot 1 of Block A in the 123 Business Park and will be served by a public water supply.
The system designer Steve Wenzel, P.E., has designed a standard treatment systems. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 70 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 400, San Marcos, Texas 78666.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Mark Smith of JL SH 123 is proposing a new On-Site Sewage System to accommodate an office/warehouse building. This system was previously permitted, but the system was never installed and has expired. This building will serve up to 16 employees and customers. This property is Lot 1 of Block A in the 123 Business Park and will be served by a public water supply.
The system designer Steve Wenzel, P.E., has designed a standard treatment systems. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 86 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 700, San Marcos, Texas 78666.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Mark Smith of JL SH 123 is proposing a new On-Site Sewage System to accommodate an office/warehouse building. This system was previously permitted, but the system was never installed and has expired. This building will serve up to 22 employees and customers. This property is Lot 1 of Block A in the 123 Business Park and will be served by a public water supply.

The system designer Steve Wenzel, P.E., has designed a standard treatment systems. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 112 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for two office/warehouse buildings located at 13617 Fitzhugh Road, Austin, Texas 78737.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Delton Glass of DAG ACRES LLC is proposing a new On-Site Sewage System to accommodate two office/warehouse buildings. Each building will accommodate 12 employees and no customers. This 6.00 tract of land will be served by individual rainwater collection systems.
The system designer Stephen Jetton, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 180 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to purchase a replacement ticket writer printer for \$647.00; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 17, 2020	\$647

LINE ITEM NUMBER

001-618-00.5717_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D) for component parts for equipment due to total contract value with vendor.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

The Sheriff's Office is seeking approval to replace an existing ticket writer printer that was recently damaged while in the field and is out of warranty. The total cost of a replacement printer and cord is \$647.00. A discretionary exemption is requested due to the existing infrastructure in place that allows for integration with current system. No additional funds are needed, funds are identified in the Sheriff's Office budget.

Attachments: Tyler Technologies Quote # 2020-114580

Budget Amendment:

Decrease Law Enforcement Supplies 001-618-00.5206

Increase Law Enforcement Equipment Operating 001-618-00.5717_400



Quoted By: Lisa McKenzie
Quote Expiration: 2/2/2021
Quote Name: Hays CO SO TX - ZQ521 and cords - BZ
Quote Number: 2020-114580
Quote Description: ZQ521 and cord

Sales Quotation For

Hays County Information Technology
712 South Stagecoach Trail, Suite 1206
Hays County Law Enforcement
San Marcos , TX 78666-8217
Phone: +1 (512) 393-2845

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance
P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	1	\$36	\$0	\$36	\$0
ZQ521 / Zebra, Printer, ZQ521	1	\$611	\$0	\$611	\$0
TOTAL:				\$647	

Summary

	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$647	\$0
Summary Total	\$647	\$0

Optional Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance
P1063406-062 / Zebra, ZQ500, Vehicle Cradle	1	\$97	\$0	\$97	\$0
TOTAL:				\$97	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to 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

Amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds were received.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 17, 2020	\$4,344.00

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is seeking approval to budget insurance proceeds received for vehicle repairs. To date, the county has received a total of \$4,344.00 from Texas Association of Counties.

Budget Amendment

Increase Vehicle Maint. & Repair: 001-618-00.5413

Increase Compensation for Loss: 001-618-00.4680

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 use Sheriff Drug Forfeiture Funds totaling \$5,876.84 to purchase lights for patrol vehicles and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 17, 2020	\$5,877

LINE ITEM NUMBER

053-618-00.5717_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is requesting to purchase rear lighting packages for eight each 2020 Dodge Durango's. The Durango's were purchased in FY 2020 and were outfitted but require additional lighting for safety. The total cost of the equipment is \$5,877. The Sheriff's Office vehicle maintenance staff will complete installations.

Attachments: Dana Fleet Safety Quote 356309-A
BuyBoard Contract #: 603-20

Budget Amendment:
Decrease Law Enforcement Supplies
Increase Law Enforcement Equipment_Operating

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	356309-B
Customer No.	HAYSCOSO

Bill To

HAYS COUNTY SHERIFFS OFFICE
 1307 UHLAND RD
 SAN MARCOS, TX 78666

Ship To

HAYS COUNTY SHERIFFS OFFICE
 1307 UHLAND RD
 SAN MARCOS, TX 78666

Contact: CAPT. DAVID BURNS
Telephone: 512-393-2823
E-mail: DAVID@CO.HAYS.TX.US

Contact: CAPT. DAVID BURNS
Telephone: 512-393-2823
E-mail: DAVID@CO.HAYS.TX.US

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
09/10/20	Ground		QUOTED FREIGHT		NET 30	
Entered By			Salesperson	Ordered By		Resale Number
Scott Beal			Scott Beal Houston	CAPTAIN DAVID BURNS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	INFO BUYBOARD CONTRACT #603-20 Warehouse: DROP Vin #:		0.0000	0.00
0	0	N	INFO HAYS COUNTY SHERIFF 2020 DODGE DURANGO Warehouse: DROP Vin #:		0.0000	0.00
8	8	Y	ENFWB0036P SOI Dodge Durango (2018-20) Solid Rear RAAB Warehouse: DROP Vin #: Dodge Durango (2018-20) Solid Rear (DRV) D12 D12 D12 D12 D12 D12 (PAS) R_A R_A R_A B_A B_A B_A Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) (DRV) --- --- --- --- --- --- (PAS)		624.6300	4,997.04
8	8	Y	EMPS2STS4J SOI MPOWER FASCIA 4"12-LED STUD MNT RED/BLUE Warehouse: DROP Vin #: TWO ON REAR HATCH EDGE - FACING REAR WHEN OPEN <div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div> <div>Quote Good for 30 Days</div>		93.1000	744.80

Print Date	11/09/20
Print Time	07:57:25 PM
Page No.	1

Printed By: Scott Beal

Subtotal	5,741.84
Freight	135.00
Order Total	5,876.84

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	356309-B
Customer No.	HAYSCOSO

Bill To

HAYS COUNTY SHERIFFS OFFICE
 1307 UHLAND RD
 SAN MARCOS, TX 78666

Ship To

HAYS COUNTY SHERIFFS OFFICE
 1307 UHLAND RD
 SAN MARCOS, TX 78666

Contact: CAPT. DAVID BURNS
Telephone: 512-393-2823
E-mail: DAVID@CO.HAYS.TX.US

Contact: CAPT. DAVID BURNS
Telephone: 512-393-2823
E-mail: DAVID@CO.HAYS.TX.US

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
09/10/20	Ground			QUOTED FREIGHT		NET 30	
Entered By			Salesperson		Ordered By		Resale Number
Scott Beal			Scott Beal Houston		CAPTAIN DAVID BURNS		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price

Print Date	11/09/20
Print Time	07:57:25 PM
Page No.	1

Printed By: Scott Beal

Subtotal	5,741.84
Freight	135.00
Order Total	5,876.84

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to purchase consumable items related to extended crime scene incidents.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

001-618-00.5362

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Recently, the Sheriff's Office has experienced officer-involved shootings requiring officers to be on the scene for an extended amount of time. The S.O. is requesting purchases of food and drink to be allowed within the Sheriff's Operating budget.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of an Equipment Calibration & Maintenance Agreement with FarrWest Environmental Supply, Inc. related to the maintenance of HazMat Monitoring Equipment funded through the Office of the Governor, Homeland Security grants program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 17, 2020	N/A

LINE ITEM NUMBER

001-656-99-119.5411

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Commissioners Court authorized the execution of the Hays County HazMat Team Monitor Maintenance grant from the Office of the Governor Homeland Security Grants Division on January 21, 2020. This agreement will provide funding for the maintenance of the monitoring equipment to respond and detect chemical, biological, radiological, nuclear or explosive (CBRNE) in the event of a terrorist attack. Grant funds will be utilized for all expenses.

Grant Number: 3529703

Grant Period: 10/1/2020-9/30/2021

Attachment: FarrWest Multi-Year Equipment Calibration & Maintenance Program
Buy Board Contract #603-20



This Multi-Year Equipment Calibration and Maintenance Program Agreement ("Agreement") is made according to the following terms between HAYS COUNTY, TEXAS ("County") and FarrWest Environmental Supply, Inc ("Farrwest"). The following outlines the equipment and services contemplated under this Agreement by FarrWest in addition to the responsibilities assigned to HAYS COUNTY. This program will begin on October 1, 2020 and be in effect until September 30, 2021 with 2 renewal options.

Maintained Equipment

Equipment owned and operated by HAYS COUNTY, calibrated and maintained by Farrwest.

- 4 x RAE Systems AreaRAE Pro (Sensors: 10.6eV ppb, CO, H2S, LEL, O2) Pumped
- 3 x RAE Systems MultiRAE Lite (Sensors: 10.6eV, LEL, CO, H2S, Cl2, O2) Pumped
- 11 x Thermo Scientific RadEye-G (*annual calibration*)
- 10 x Level A Suits (*annual pressure-testing*)

Supplied Program Services

- 90 Day On-Site Service and Calibration Cycles
- Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician
- Loaner Equipment provided for down equipment

Performance Standards

- (a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.
- (b) FarrWest will perform repairs for damage or failure occurring during normal usage of equipment. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.
- (c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, ***including*** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.
- (d) Instruments marked *Verification-only* will be maintained to their manufacturers specifications, usually a yearly calibration or optimization. These instruments will also receive an operational test during the normal service cycle. ***Any repairs on verification-***

only equipment in excess of \$300 will be the responsibility of HAYS COUNTY and will be invoiced separately.

- (e) All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***Any repairs on radiation equipment in excess of \$300 will be the responsibility of HAYS COUNTY and will be invoiced separately.***
- (f) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***Any repairs on chemical and biological equipment in excess of \$300, will be the responsibility of HAYS COUNTY and will be invoiced separately.***
- (g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes, but is not limited too RAEMet Sensors. ***Any repairs on weather stations, sensors, modules or other weather sensing/reporting equipment will be the responsibility of HAYS COUNTY and will be invoiced separately.***
- (h) Instruments labeled by the manufacturer as “discontinued” or having reached “end of life” cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as “calibration-only”. Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.
- (i) All supplied equipment (Farrwest owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (HAYS COUNTY owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. ***The cost for replacement accessories beyond this dollar amount will be the responsibility of HAYS COUNTY and will be invoiced separately.***

Program Updates or Alterations

- (a) Sensor-type changes (i.e. replacing a Hydrogen Sulfide (H₂S) sensor with an Ammonia (NH₃) sensor) can be done at the request of HAYS COUNTY on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.
- (b) If *additional* equipment is added to this program during the course of the contract, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be prorated for the remainder of the contract. Any other associated costs with the equipment upgrade such as additional calibration gases or consumables will be the responsibility of HAYS COUNTY.

Documentation and Support

- (a) FarrWest will maintain all service records and provide a copy of those records to HAYS COUNTY. Farrwest will also provide a login to the Farrwest customer portal in order to obtain copies of calibration and repair documents.
- (b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only

equipment will only receive a loaner after a repair invoice has been approved. Due to variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

HAYS COUNTY Instrument	FarrWest Loaner
AreaRAE Pro	RAE Systems AreaRAE Series
MultiRAE Lite	RAE Systems MultiRAE Series
RadEYE-G	Thermo Scientific RadEye Series

- (c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.
- (d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain a Pro-Board Certified Hazmat technician on staff for any technical questions.

Customer responsibilities:

- (a) **Lost, stolen, or destroyed equipment – HAYS COUNTY** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.
- (b) **Return of Equipment –**
 - **At Termination – HAYS COUNTY** agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract pursuant to the Miscellaneous Provisions below.
 - **Loaner Equipment – HAYS COUNTY** agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest’s rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from **HAYS COUNTY** in the form of a rental invoice for payment by **HAYS COUNTY**.
- (c) **Equipment Issues between service intervals –** Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. **HAYS COUNTY** agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.
- (d) **Renewal –** At the end of this initial agreement, HAYS COUNTY will be given the opportunity to renew the maintenance program for an additional 2 individual, 12-month periods. Payment of a delivered invoice after the conclusion of the preceding annual term will signal acceptance of a renewal.
- (e) **Purchasing Contracts –** For ease-of-purchasing, FarrWest Environmental Supply is a vendor on the BuyBoard Cooperative Purchasing Program. FarrWest’s BuyBoard contract number is 603-20 (expiration 3/31/2023). The price below reflects the discount pricing from these programs.
- (f) **Annual Fee for Equipment and Service –**
 - An annual payment of **\$9,777.65** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

Miscellaneous Provisions:

- (a) **Termination** – Either Party to this Agreement may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party and the breach remains uncured at the end of 30 days. Such notices shall be sent to the contact on the signature page. If County terminated this Agreement due to Farrwest’s uncured breach, Farrwest will refund any prepaid amounts on a prorated basis based on the effective date of termination.
- (b) **Unavailability of Funds** - If sufficient funds are not appropriated or otherwise legally available to pay the costs associate with this Agreement, County may terminate this Agreement.
- (c) **Effect of Termination** – Upon termination of this Agreement, County remains responsible for any fees outstanding or incurred before the effective date of termination.

Farrwest Environmental Supply

HAYS COUNTY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: Farrwest Environmental Supply

108 Commercial Place, Suite 200

Schertz, Texas 78148

Address: Hays County

Attn: County Judge's Office

111 East San Antonio Street, Suite 300

San Marcos, Texas 78666

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to purchase a computer system for the access control system located at the Public Safety Building and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 17, 2020	\$2,104.00

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is seeking approval to purchase a computer, monitor, and accessories, in addition to a removable disk backup for the access control system located at the Public Safety Building. The vendor, Cornerstone Detention Products, is not providing the hardware. This system provides secure access for our staff and also records the card user's time and date. The networked computer system will give the ability to operate the program, database, and print cards for secure door access. The total cost for a computer, monitor, and backup device is \$2,104.00. Funds are identified in the Sheriff's Office Operating budget.

Attachments: Dell Quote No. 3000071640123.1
DIR-TSO-3763

Budget Amendment:

Decrease: Law Enforcement Supplies 001-618-00.5206

Increase: Data Processing Supplies 001-618-00.5202

Computer Equipment Operating 001-618-00.5712_400



A quote for your consideration.

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

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

Quote No.	3000071640123.1
Total	\$2,103.21
Customer #	9657350
Quoted On	Oct. 26, 2020
Expires by	Nov. 25, 2020
Deal ID	17318888

Sales Rep	Chris Minchew
Phone	(800) 456-3355, 6180234
Email	Chris_Minchew@Dell.com
Billing To	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247

Message from your Sales Rep

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

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Qty	Subtotal
Precision 3630 Tower	\$933.72	1	\$933.72
Dell UltraSharp 24 Monitor - U2419H	\$173.99	1	\$173.99
RD1000	\$995.50	1	\$995.50

Subtotal:	\$2,103.21
Shipping:	\$0.00
Non-Taxable Amount:	\$2,103.21
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$2,103.21

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

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2845

Shipping Method

Standard Delivery

		Qty	Subtotal
Precision 3630 Tower	\$933.72	1	\$933.72

Estimated delivery if purchased today:
Dec. 11, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Precision 3630 Tower CTO BASE	210-AOZN	-	1	-
Intel Core i5-9500,(6 Core, 9MB Cache, 3.0Ghz, 4.4 Ghz Turbo w/UHD Graphics 630)	338-BTJY	-	1	-
Dell Precision Tower 3630 Heatsink (65)	412-AAOV	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Productivity Software	630-AAPK	-	1	-
Precision 3630 Tower with 300W up to 90% efficient PSU (80Plus Gold) no SD card reader v2	321-BESX	-	1	-
120mm Fan w/ Holder, 36xx	384-BCFP	-	1	-
Radeon Pro WX 2100, 2GB, DP, 2 mDP to DP adapter	490-BELC	-	1	-
8GB 2x4GB 2666MHz DDR4 non-ECC Memory	370-AEEL	-	1	-
No Out-of-Band Systems Management	631-ABTO	-	1	-
C1 3.5 HD + 3.5 1-2 HD	449-BBMI	-	1	-
1TB 7200rpm SATA 3.5" HDD	400-ARXJ	-	1	-
3.5 inch HDD Tray with cable	321-BDYI	-	1	-
4TB 7200rpm SATA Enterprise AG 3.5" HDD	400-BGPC	-	1	-
No RAID	780-BBCJ	-	1	-
No Optical Drive	429-ABHB	-	1	-
CMS Software not included	632-BBBJ	-	1	-
Boot drive or storage volume is greater than 2TB (select when 3TB/4TB HDD is ordered)	411-XXYB	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
Thank You for Choosing Dell	340-ADBJ	-	1	-
Intel I210 1Gb Ethernet Adapter (1X1GbE)	555-BEGY	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
US Power Cord	450-AHED	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-

Quick Start Guide	340-CFEJ	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Not ENERGY STAR Qualified	387-BBCG	-	1	-
Dell Precision Optimizer with AI	640-BBRC	-	1	-
No Driver	555-BBNI	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	1	-
Shipping Material for MT DAO	340-CBVE	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3630, 300W Reg Label DAO	389-CUOQ	-	1	-
Intel R Core TM i5 Processor Label	389-DQVD	-	1	-
McAfee Small Business Security 30 Day Free Trial	650-0028	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Dell Digital Delivery Cirrus Client	340-AAUC	-	1	-
SupportAssist	525-BBCL	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Applications for Windows 10	658-BDYP	-	1	-
No Stand Option	575-BBBI	-	1	-
No Accessories	461-AABV	-	1	-
No AutoPilot	340-CKSZ	-	1	-
External Speaker Not Included	520-AABF	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-2859	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-2868	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-2877	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6820	-	1	-
			Qty	Subtotal

Dell UltraSharp 24 Monitor - U2419H

\$173.99 1 \$173.99

Estimated delivery if purchased today:
Nov. 06, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell UltraSharp 24 Monitor - U2419H	210-ARCF	-	1	-
Dell Limited Hardware Warranty	814-5380	-	1	-
Advanced Exchange Service, 3 Years	814-5381	-	1	-
			Qty	Subtotal
			\$995.50 1	\$995.50

RD1000

\$995.50 1 \$995.50

Estimated delivery if purchased today:
Nov. 12, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
-------------	-----	------------	-----	----------

RD1000 Ext USB 3.0 Drive Bundled with SW/CBL	225-2402	-	1	-
QTY 2, Removable Hard Disk Cartridge for RD1000, 1TB Native	342-1967	-	1	-
Documentation and Shipping	340-AKUN	-	1	-
On-Site Installation Declined	983-5227	-	1	-
Dell Limited Hardware Warranty Plus In-Home Service [after Remote Diagnosis], Initial Year	985-5298	-	1	-
Dell Hardware Warranty, Extended Year(s)	985-5309	-	1	-
Pro Support : Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended	987-9582	-	1	-
ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year	987-9622	-	1	-
Pro Support : Next Business Day Onsite Service After Problem Diagnosis, Initial Year	988-3600	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-

Subtotal:	\$2,103.21
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,103.21

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for three short-term rental cabins located at 965 Norwood Rd, Dripping Springs, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 17, 2020	

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

Noralinda Ureste of Flourish Here is proposing an OSSF to serve three short-term rental cabins and a stand-alone restroom. This 16.21-acre tract of land is Lot 17-D in the Hurlbut Ranch West subdivision and will be served by rainwater collection.

The system designer, Gregory Nesbitt, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via drip irrigation for a maximum daily rate of 210 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a grant application and execution of resolution to the Texas Indigent Defense Commission (TIDC) for the FY21 Formula Grant Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 17, 2020	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This formula grant is available to Hays County to assist with the costs of the Fair Defense Act (FDA) and improve the indigent defense system. These funds can be used for investigator expenses, attorney fees, and expert witness expenses incurred by the County on criminal indigent cases. The grant application is submitted through an on-line web portal along-side the resolution for verification authorization. The funding period begins October 1, 2020 through September 30, 2021.

Attachments: FY21 TIDC Indigent Defense Program Resolution

2021 Hays County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hays County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hays County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2020.

Ruben Becerra
County Judge

Attest:

County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2021-B03 Hays County Multilayer Well and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE

CONSENT

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Tammy Crumley

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Commissioners Court authorized Purchasing to solicit for bids and advertise for IFB 2021-B01 Hays County Multi-Layer Well on October 13, 2021. Purchasing did not receive any bids for IFB 2021-B01 Hays County Multi-Layer Well. Hays County is requesting bids from licensed drilling contractors to drill a multi-layer well in Hays County through IFB 2021-B03 Hays County Multilayer Well.

Attached:

IFB 2021-B03 Hays County Multi-Layer Well

Attachment A: IFB 2021-B03 Map and Well Site

Attachment B: IFB 2021-B03 Bid Form

Attachment C: IFB 2021-B03 Detailed Well Design Example



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2021-B03
Hays County Multilayer Well

Date Issued: November 19, 2020

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 10, 2020.

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 December 3, 2020.

Phone No.: (512) 393-2267

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
Important: Award notice may be made on this form or by other Authorized official written notice.	_____ Hays County Judge	_____ Date
	_____ Hays County Clerk	_____ Date

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I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ____ 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. Vendor/Bidder's Affirmation completed and signed
- ____ 10. Federal Affirmation and Solicitation Acceptance completed and signed
- ____ 11. Related Party Disclosure Form completed and signed
- ____ 12. Any addenda applicable to this solicitation
- ____ 13. Bid bond for 5% of total bid amount
- ____ 14. Completed bid form
- ____ 15. Electronic Submission of Bid Packet through BidNet Direct or
- ____ 16. One original of the proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Vendor'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:** Invitation for Bid (IFB)
- 2. Solicitation Number:** IFB 2021-B03
Hays County Multilayer Well
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
One (1) Original and one (1) digital copy on a thumb drive, or
Electronic Bid packets can be submitted through BidNet Direct, no thumb Drive required.
- 5. Deadline for Responses:** In issuing office no later than:
Thursday, December 10, 2020; 2:00 p.m. Central Time (CT)
- 6. Pre-Bid Meeting:** **Recommended**
Monday, November 30, 2020; 10:00 a.m. Central Time (CT)
Held Online MICROSOFT TEAMS, Click link to access
- 7. Bonding Requirements:** Bid Bond: 5% of total bid amount due at bid submittal
Performance and Payment Bonds: 100% of Contract Price within 10 days of award
- 8. Initial Contract Term:** December 2020 – September 30, 2021
- 9. Optional Contract Terms:** None
- 10. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 11. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than Wednesday, December 3, 2020; 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 after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESBD websites.
- 12. 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 Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

13. 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 Vendor or its representatives. Failure of a Vendor 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 19, 2020	Issuance of IFB
November 30, 2020	Pre-Bid Meeting (10:00 AM CT)
December 3, 2020	Deadline for Submission of Questions (5:00 PM CT)
December 10, 2020	Deadline for Submission of Bids (2:00 PM CT) Late bids will not be accepted.
December 2020	Anticipated contract award date

III. Specifications

A. Introduction

Hays County is requesting bids from licensed drilling contractors to drill a multi-layer well in Hays County. The well will be located on Hays County owned property approximately 150' south of the intersection of FM 3237 and Camino De Rancho in Hays County. A map with the well site and the approved coordinates for the well can be viewed in Attachment A: IFB 2021-B03 Map and Well Site. The well is designated as a Barton Springs Edwards Aquifer Conservation District (BSEACD) multi-purpose well. This well will serve local Fire Departments for fire safety purposes, the Hays County Transportation Department for road construction needs within the Wimberley Valley Area and provide BSEACD with groundwater monitoring data. This well will provide ongoing water depth recording and water quality analysis to the District and the Community. This well will also have a five horsepower, approximately 25 gallon per minute pump included in the design with a pumpage volume of no more than 100,000 gallons per year. Additionally, a storage tank with approximately 50,000 galloon capacity will be installed on site.

The contractor is to provide a drilling rig capable of reaching objective depths plus all equipment and services outlined in the following bid. Bids should include costs for drilling and completing the captioned monitor well and site clean-up. Assistance will also be required from the contractor during pump installation. Drilling operations are expected to commence by February 1, 2021.

It Is the County's intent that other governmental entities throughout Texas have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. Once a final contract with the County is negotiated, Vendor will be obligated to offer those terms to such other organizations and entities in accordance with Vendor's Proposal, if another governmental entity executes a piggyback agreement with Hays County.

B. Scope of Work

Bid submittal should include but is not necessarily limited to the tasks listed below. **Note that specific depths are subject to change depending on the depth of strata/water encountered during drilling operations and geophysical logging.**

1. Site preparation, move-in & setup including installation and maintenance of a silt-fence to contain drilling fluids coming out of the borehole.
2. Drill nominal 10" borehole from surface to forecast total depth of 850 feet; cutting samples to be collected over 10' intervals to TD. Condition hole for logging.
3. Rig and crew standby for geophysical logging and downhole video.
4. Seal off Hammett formation, if penetrated; furnish and install appropriate, 4.85" O.D., PVC casing from surface to top of Cow Creek formation (forecast 756'), and mill-slotted PVC pipe across the top 80' of the Cow Creek.
5. Install gravel pack (washed and bagged filter sand) in the annular space across the slotted interval to include Cow Creek and into basal Hensel.
6. Install one (forecast 730') 1.25" O.D. (outside diameter) piezometer in the casing/borehole annulus with 20' of mill-slotted PVC screen, gravel pack the screened-interval.

7. Install one (forecast 480') 1.25" O.D. (outside diameter) piezometer in the casing/borehole annulus with 20' of mill-slotted PVC screen, gravel pack the screened-interval.
8. Cement annulus from top of gravel pack to surface with type H cement (tremie).
9. Furnish and install permanent pump capable of producing at least 25gpm with 1" I.D. (inside diameter) access tube and all electronics, wiring, and plugs necessary to operate the pump.
10. Set 6x6' concrete slab; complete well head installation; clean-up site as required.

C. Qualifications

Hays County is seeking to contract with a competent consultant who meets the following minimum requirements:

- Drillers must be licensed with the Texas Department of Licensing and Regulation (TDLR)
- Extensive experience designing and drilling functioning wells that use more than one piezometer to monitor different hydrogeologic layers of an aquifer (5 years minimum)
- Experience drilling wells in both the Trinity and Edwards Aquifer within Hays County
- Experience with EPA Regulations and the Endangered Species Act
- Experience and knowledge with Hays County Development Regulations

D. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment B: IFB 2021-B03 Bid Form. Refer to Attachment C: IFB 2021-B03 Detailed Well Design Example reference.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

ESTIMATED QUANTITIES: Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the proposal electronically to BidNet Direct:

Mailed or Dropped off Proposals:

- One (1) 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

Electronic Proposals:

- Upload proposal with required forms manually signed by Respondent.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING BIDS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

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.

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid.

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.

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to a bidder on the basis of total low bid and/or the best value for the County. Bidders must bid on all items in order to be considered responsive. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- 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

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is 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. The period for acceptance of the bid will be sixty (60) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

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

If the bid 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.

CONTRACT TERM: The term of this contract will begin on the effective date of this contract and remain in effect until September 30, 2021 or until the project is completed, whichever comes first. Contract may be extended by the Commissioners Court of Hays County.

G. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and in the form of a certified or cashier's check or bid bond issued by a surety company authorized to do business in Texas. Within Ten (10) days of award, it may be returned to you, if you are the unsuccessful offer. If you are the awardee, it shall be held until a Performance Bond is received as explained below.

PERFORMANCE & PAYMENT BONDS: Contractor shall furnish Performance and Payment Bonds to the County Purchasing Manager within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

H. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder 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 bidder, 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 solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 2021, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$ 500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

IV. General Terms and Conditions for Solicitations

Applicable To: Invitations for Bid (IFB)

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 IFB.
- 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 right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective

action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the

contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for 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, please 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)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$100,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

Please 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 please contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity. 	Date Received 	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ Signature of vendor doing business with the governmental entity		_____ Date

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 of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

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

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIII. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Wages

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding

\$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XIV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

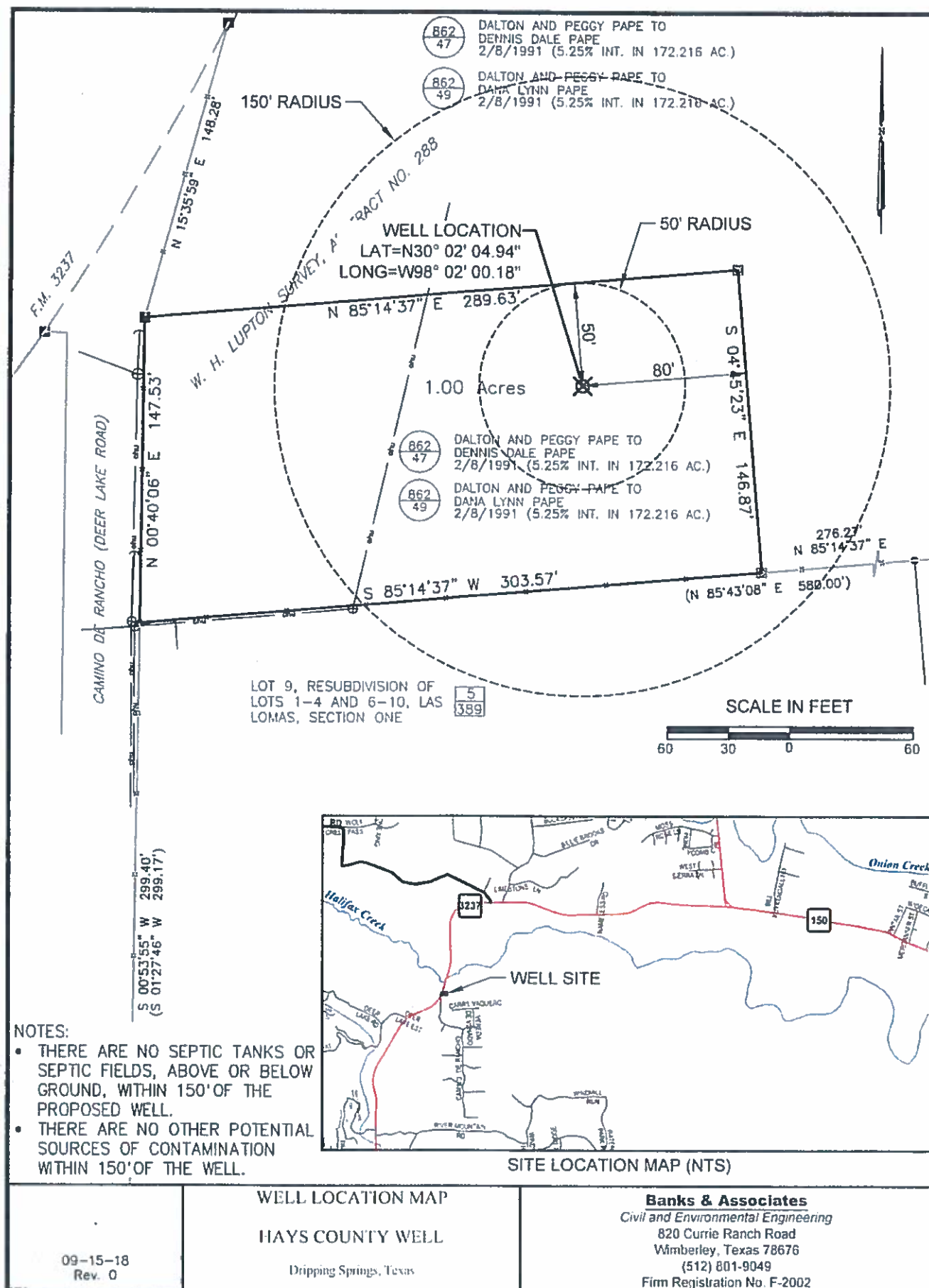
⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	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.



Attachment B - IFB 2021-B03 Bid Form
SCHEDULE OF RATES AND PRICES

PROJECT NO: **IFB 2021-B03**

PROJECT NAME: **Hays County Multilayer Well**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	ESTIMATED UNIT COST	ESTIMATED AMOUNT BID
1	Materials necessary to move and organize equipment, personnel, site preparation, move-in & setup including installation and maintenance of a silt-fence to contain drilling fluids coming out of the borehole.	1	Job		\$
2	Drill approximately 10" borehole from surface to forecast total depth of 850 Feet; cutting samples to be collected over 10' intervals to TD. Condition hole for logging.	1	ft		\$
3	Rig and Crew standby for geophysical logging and downhole video. This item consists of all equipment, labor tools, and miscellaneous material associated with standby time.	hr.	Job		\$
4	Seal off Hammett formation, if penetrated.	hr.	Job		\$
5	Cow Creek: Furnish and install appropriate, 4.85" O.D.(outside diameter).	hr.	Job		\$
6	Cow Creek: PVC casing from top of Cow Creek formation (forecast 756').	1	ft		\$
7	Cow Creek: Mill-slotted PVC pipe across the top of 80' Cow Creek.	1	ft		\$
8	Cow Creek: Install Gravel pack (washed and bagged filter sand) in the annular space across the slotted interval to include Cow Creek and into basal Hensel.	1	50 lb. sack		\$
9	Lower Glen Rose: Install one (forecast 730') 1.25" O.D. (outside diameter) piezometer.	hr.	Job		\$
10	Lower Glen Rose: PVC casing for the borehol annulus.	1	ft		
11	Lower Glen Rose: 20' Mill-slotted PVC screen with a gravel packed screen interval.	1	ft		
12	Upper Glen Rose: Install one (forecast 480') 1.25" O.D. (outside diameter) piezometer.	hr.	Job		\$
13	Upper Glen Rose: PVC casing for the borehole annulus.	1	ft		\$
14	Upper Glen Rose: 20' Mill-slotted PVC screen with a gravel packed screen interval.	1	ft		\$
15	Cement annulus from top of gravel pack to surface with type H cement (tremie) and cement annular between both piezometers.	hr.	Job		\$
16	Furnish and install permanent pump capable of producing at least 25 gpm with 1" I.D. (inside diameter) access tube and all electronics, wiring, and plugs necessary to operate the pump.	hr.	Job		\$

Attachment B - IFB 2021-B03 Bid Form

SCHEDULE OF RATES AND PRICES

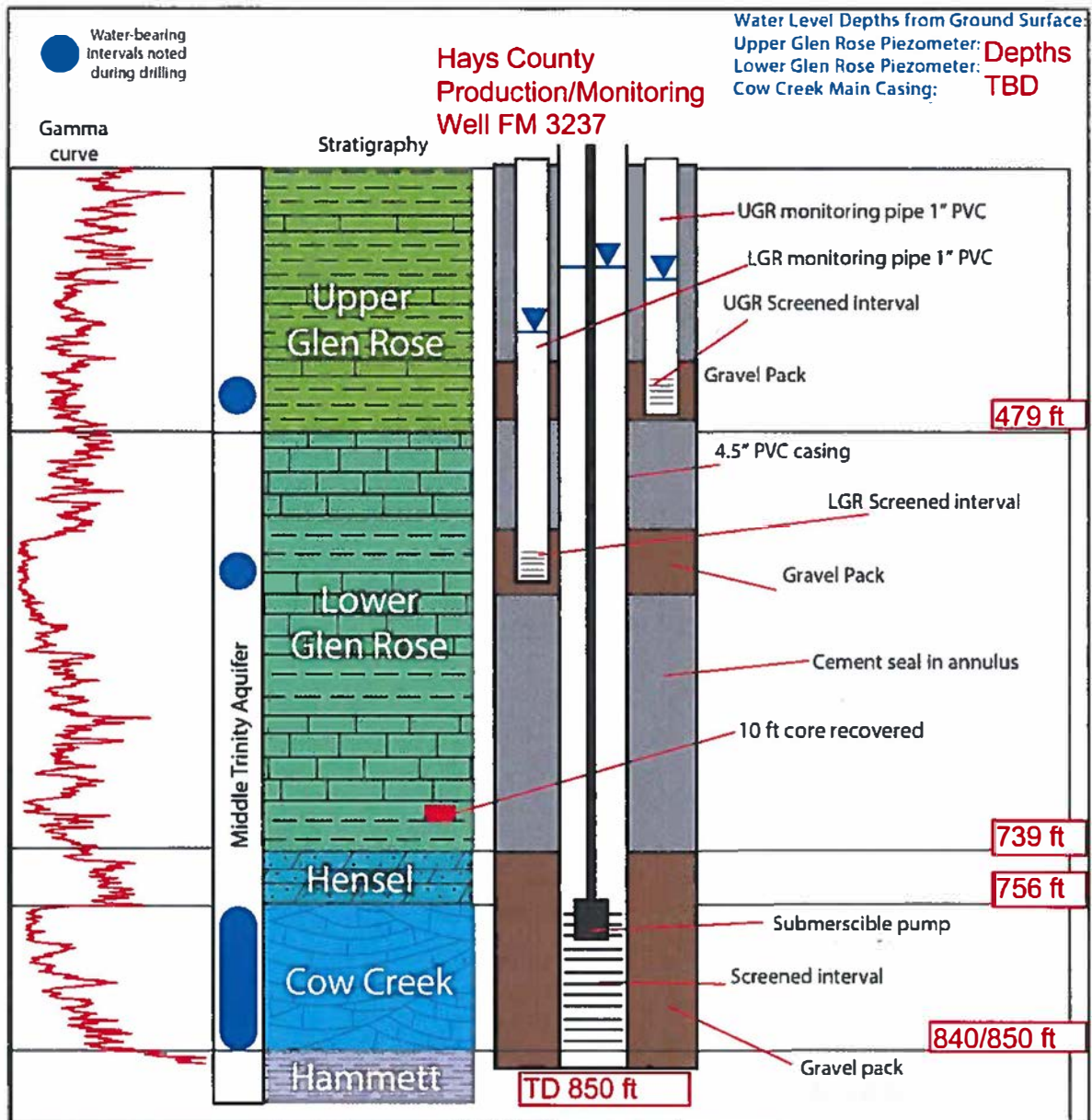
PROJECT NO: **IFB 2021-B03**PROJECT NAME: **Hays County Multilayer Well**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	ESTIMATED UNIT COST	ESTIMATED AMOUNT BID
17	Set 6x6' concrete slab; complete well head installation; clean-up site as required.	hr.	Job		\$
	Total Bid				\$

_____ Dollars and _____ Cents

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND/OR BEST BID.



Draft - Well Design Example

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 purchase a replacement Dell Thunderbolt Docking Station in the amount of \$202.99 to replace a non-working, out of warranty computer docking station and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 17, 2020	\$203.00

LINE ITEM NUMBER

001-600-00.5202

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Docking Station provided to the Judge's Office no longer works and is not under warranty. Funding is not available within the County Judge's operating budget, therefore request additional funds to be transferred.

Attachment: Dell Quote #3000072702819.1
DIR Contract #DIR-TSO-3763

Budget Amendment:
Increase County Judge Data Supplies: 001-600-00.5202
Decrease TBD - potential funding source: County Wide Contingencies



A quote for your consideration.

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

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

Quote No.	3000072702819.1
Total	\$202.99
Customer #	9657350
Quoted On	Nov. 10, 2020
Expires by	Dec. 10, 2020
Deal ID	17318888

Sales Rep	Chris Minchew
Phone	(800) 456-3355, 6180234
Email	Chris_Minchew@Dell.com
Billing To	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247

Message from your Sales Rep

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

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	\$202.99	1	\$202.99

Subtotal:	\$202.99
Shipping:	\$0.00
Non-Taxable Amount:	\$202.99
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$202.99

Consult your DFS rep. Special lease pricing may be available.

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2845

Shipping Method

Standard Delivery

Dell Thunderbolt Dock- WD19TB		\$202.99	Qty 1	Subtotal \$202.99
Estimated delivery if purchased today: Dec. 04, 2020 Contract # C000000006841 Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-
			Subtotal:	\$202.99
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$202.99

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

GENDA 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 between Hays County and the City of San Marcos relating to the County's Lime Kiln Road (CR 225) Bond Project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 17, 2020	\$0.00

LINE ITEM NUMBER

035-804-96-868]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	SHELL	N/A

SUMMARY

Hays County is constructing improvements to Lime Kiln Road (CR 225) at the San Marcos River and Sink Creek as part of the County's 2016 Road Bond Program. A portion of the improvements are located within the City of San Marcos' corporate limits. Additionally, the adjustment of six (6) of the City's wastewater manholes within the right-of-way or otherwise affected by the project is required. Hays County and the City of San Marcos have determined that it is more economical or efficient for the adjustment of the six (6) wastewater manholes to be accomplished as part of the Lime Kiln Road (CR 225) construction project. The City will reimburse Hays County for the adjustment at a cost of no more than \$25,020.00, which is the construction bid amount for the adjustment. The City of San Marcos would also agree to be solely responsible for the relocation of the City electric service poles that are located within the right-of-way or otherwise affected by the project. The Interlocal Agreement would memorialize the roles and responsibilities of Hays County and the City of San Marcos regarding the cost participation of the City of San Marcos for the adjustment of the six (6) wastewater manholes, the City's relocation responsibilities for the electric service poles, and permission for Hays County to construct improvements within the City's corporate limits.

Budget Amendment:

Increase Intergovernmental Revenue .4301

Increase Construction_Capital .5611_700

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF SAN MARCOS
RELATED TO CR 225 (LIME KILN ROAD) PROJECT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

This Interlocal Agreement (the “**Agreement**”) is entered into as of this _____ day of _____, 2020, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and the City of San Marcos, a Texas home-rule municipality (the “**City**”) (collectively, the “**Parties**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County desires to rehabilitate CR 225 (Lime Kiln Road) at the San Marcos River and Sink Creek; and

WHEREAS, a portion of CR 225 (Lime Kiln Road) lies within the city limits of San Marcos; and

WHEREAS, the County and the City desire to cooperate in the expeditious rehabilitation of CR 225 (Lime Kiln Road) at the San Marcos River and Sink Creek (the “**Project**”);

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the construction of the Project. The Project includes bridge and drainage improvements at the San Marcos River and Sink Creek, at the approximate location shown on Exhibit A.

II. COUNTY OBLIGATIONS

2.01 Design Costs. The County shall be responsible for contracting with the firm of K. Friese & Associates, Inc. (“Design Firm”) regarding the engineering and design costs for the Project and shall be responsible for all design costs related to the Project.

2.02 Construction Responsibility. The County shall be responsible for the construction of the Project, including the adjustment of six (6) City of San Marcos wastewater manholes within the right-of-way or otherwise affected by the Project, as shown on Exhibit A, and that will be bid for construction jointly with the construction of the Project.

2.03 Construction Costs. The County shall be responsible for all costs associated with the construction of the Project, unless otherwise specified herein (“Project Construction Costs”). The estimated Project Construction Cost is \$3,241,229.90. Project Construction Costs include all costs related to utility relocation, except that the City shall be solely responsible for the costs associated with the relocation of the City of San Marcos electric service poles and adjustment of wastewater manholes within the right-of-way or otherwise affected by the Project.

2.04 Construction Plans. The County and the City will mutually approve the plans and specifications related to the Project. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.05 Inspection. The City may inspect all aspects of the Project during construction. Upon receipt of notification from the City that the City’s inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction implemented with the agreement of the City.

2.06 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.07 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds and maintenance bonds in favor of the City for the Project in amounts satisfactory to the City. The County shall transfer all warranties for the Project to the City upon final completion and acceptance of the Project.

III. CITY OBLIGATIONS

3.01 Design Reimbursements. As stated above, the County shall contract with the Design Firm, and be responsible for the payment of all Design Firm invoices.

3.02 Construction Reimbursements. The City shall pay the County the sum of up to and no more than twenty-five thousand twenty dollars (\$25,020.00) (“City Participation Amount”) as its cost to participate in the construction of the Project related to the adjustment of six (6)

wastewater manholes within the right-of-way or otherwise affected by the Project. The full City Participation Amount shall be due within thirty (30) days after the Effective Date of this Agreement. Any unused funds paid by the City will be reimbursed to the City within 30 days after acceptance of the Project and termination of this Agreement.

3.03 Permission to Construct. The City agrees to allow the County to construct the Project within the City's boundaries. The City further agrees to accept maintenance of the Project within the City Limits after the City has accepted the Project.

3.04 Acquisitions and Relocations. The City agrees to be solely responsible for the relocation of the City electric service poles within the right-of-way or otherwise affected by the Project. This obligation is in addition to the City Obligations as stated above.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If City fails to pay for Services under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit "A."

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: 630 East Hopkins
San Marcos TX, 78666
Attn: Shaun Condor
Telephone: (512) 393-8131
Facsimile: N/A
Email: scondor@sanmarcostx.gov

COUNTY: Hays County Dept. of Transportation
2171 Yarrington Road
San Marcos, Texas 78666
Attn: Jerry Borcharding, P.E.
Telephone: (512) 393-7385
Facsimile: (512) 393-7393

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.15 No Joint Venture. The Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
County Clerk

THE STATE OF TEXAS §

§

COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2020, by Ruben Becerra of Hays County, Texas, on behalf of said County.

Notary Public, State of Texas

CITY OF SAN MARCOS, TEXAS

By: _____
Bert Lumbreras, City Manager

Date: _____

ATTEST:

By: _____
Tammy K. Cook, Interim City Clerk

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2020, by Bert Lumbreras, City Manager of the City of San Marcos, a Texas home-rule city, in such capacity, on behalf of said city.

Notary Public, State of Texas

EXHIBIT A
PROJECT LOCATION

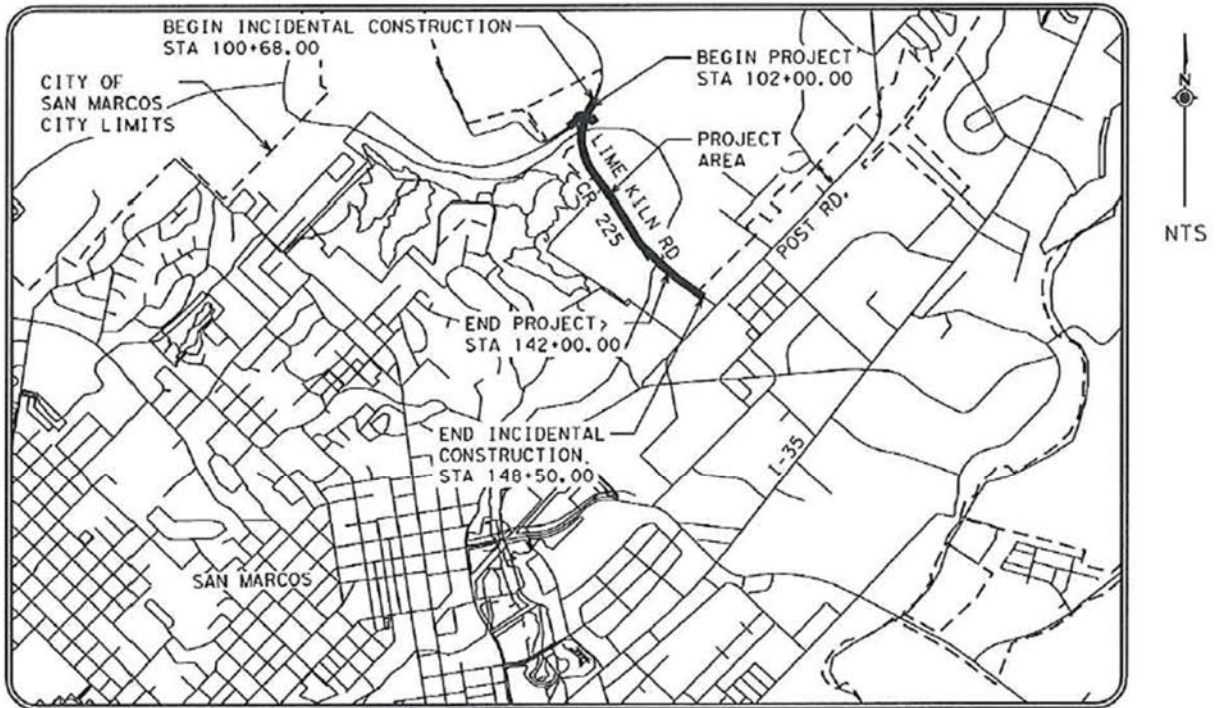


EXHIBIT B
CITY OF SAN MARCOS PROJECT COSTS

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
116	1506SM	MNR MH HGHT ADJST /W NEW RING AND CVR, 32" DIA	6	EA	\$ 4,170.00	\$ 25,020.00

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

Discussion and possible action to authorize the execution of Supplemental No. 2 to Work Authorization No. 2 with American Structurepoint, Inc regarding the RM 3237 at RM 150 Roundabout project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 17, 2020	\$72,620

LINE ITEM NUMBER

035-803-96-772.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Department	SHELL	N/A

SUMMARY

This Supplemental Work Authorization proposes to add \$72,620.00 to Work Authorization No. 2 authorized amount of \$533,171.05 for a new total authorized amount of \$605,791.05. This will not affect the previously approved contract compensation cap of \$2,400,000.00 (executed 5/12/2020). The SWA will allow for the additional documentation and design calcs associated with a roundabout design, additional effort for intersection layout (Roundabout Grading Plan) and spot evaluation, additional TxDOT forms & checklists. The design will be paid for with 2016 Road Bond dollars [16-772-034].

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2

PROJECT: RM 3237 & RM 150 INTERSECTION

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated October 11, 2017 ("Contract") and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc.(the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective September 4, 2018 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- II. The Work Authorization shall terminate on March 31, 2021. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- III. The maximum amount payable for services under the Work Authorization is hereby increased from \$ 533,171.05 to \$ 605,791.05. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature

RICARDO ZAMARRIN
Printed Name

VICE PRESIDENT
Title

11/3/2020
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule



11/4/2020

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER RM 3237 & RM 150 INTERSECTION PRELIMINARY ENGINEERING, ENVIRONMENTAL, AND PS&E Supplemental Work Authorization #2 to Work Authorization #2

Limits: RM 3237 & RM 150 Intersection (0.2-mi)

Project Description: Proposed single-lane roundabout at RM 3237 & RM 150 intersection.

The work to be performed by the Engineer shall provide additional engineering services required for the preparation of plans, specifications, and estimates (PS&E) and related documents, as requested by the County. The Engineer shall provide additional documentation and design calcs for roundabout design and exhibits. The Engineer shall provide additional effort for the Intersection layout (Roundabout Grading Plan) and spot elevations. The Engineer shall provide additional TxDOT forms and checklists. The Engineer will provide driveway permit forms. The timeline of the project was extended primarily for TxDOT coordination and approval with extends Project Management time and duties extended by 14 months from originally estimated 16 months.

SERVICES TO BE PROVIDED BY THE ENGINEER (PS&E)

FUNCTION CODE 160 – ROADWAY DESIGN CONTROLS

160.4 Horizontal Alignment Data

The Engineer shall develop Horizontal Alignment Datasheets, and additional effort to develop the Fastest Path Calculations, Fastest Path Exhibits, Design Vehicle Auto-Turn, and Roundabout SSD exhibits.

FUNCTION CODE 161 – DRAINAGE

161.3 Water Pollution and Abatement Plan (WPAP)

The Engineer shall perform the following tasks:

Additional coordination and design to meet WQ BMPs, within constrained ROW, to meet TxDOT and TCEQ guidelines and approval. Prepare WQ alternatives including the final design which extended limits to fulfill WQ requirements.

FUNCTION CODE 163 – MISCELLANEOUS ROADWAY

163.1 General Sheets

The Engineer shall complete the additional forms and checklists IDF Initial Checklist, Complete IDF Detailed Checklist, Complete IDF Final Checklist, Complete Spec List, and Complete Certifications

163.2 Traffic Control Plan, Detours, and Sequence of Construction

The Engineer shall prepare Traffic Control Plans (TCP) for the project. The Engineer shall perform additional effort to complete Form 2229 and Form 1002.

163.3 Misc Details

The Engineer shall perform structural calcs to verify HL93 loading of San Antonio District Sidewalk Bridge Standard, update standard as needed and seal as project detail.

163.4 Driveway Permit

The Engineer shall prepare driveway permit application to be submitted to TxDOT for fourth leg of roundabout intersection.

FUNCTION CODE 164 – PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer, in association with the County's Representative, shall be responsible for directing and coordinating all activities associated with the project to comply with County policies and procedures and to deliver that work on time.

164.1 Contract Management and Administration

The Engineer shall perform the following additional tasks, due to the project time extended:

- A. Prepare monthly progress reports and invoices
- B. Prepare, distribute, and file both written and electronic correspondence. Prepare and distribute meeting notes.
- C. Document phone and conference calls during the project to coordinate the work for various team members.
- D. Manage and coordinate with sub-consultants.

164.2 Project Coordination Meetings

The Engineer shall attend the following additional meetings, due to the project time extended:

A. Bi-weekly Project Coordination Meetings (14 months, 28 meetings)

164.3 Schedule

The Engineer shall develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule. The schedule additional submittals shall be hard copy and electronic format.

ATTACHMENT C

WORK SCHEDULE

RM 3237 & RM150 INTERSECTION PRELIMINARY ENGINEERING, ENVIRONMENTAL AND PS&E Supplemental Work Authorization #2 to Work Authorization #2

PS&E

100%	8/28/2020
TxDOT District Review Meeting	9/23/2020
Final Plans	12/4/2020

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1398-PC; Hold a public hearing with possible action to approve the final plat concerning the Replat of Lot 35, Lea Acres Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Lea Acres is a recorded subdivision located off of Carney Lane in Precinct 3.

The proposed re-plat will divide the 6.095 acre lot 35 into 3 lots, Lot 35A, Lot 35B, and Lot 35C. Water service will be provided by Private Well and/or Rainwater Collection. Wastewater treatment will be accomplished by advanced on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: November 17th, 2020

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Caitlyn Strickland, Development Services Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

Hold a public hearing with possible action to approve the final plat concerning the Replat of Lot 35, Lea Acres Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

- A) Lea Acres is a recorded subdivision located off of Carney Lane, a Hays County regulated roadway. The recorded Lot 35 is a 6.095 acre lot. The proposed replat will divide Lot 35 into three lots, 35A, 35B, and 35C.

Water service will be accomplished by Private Well and/or Rainwater Collection and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located within Commissioner Precinct 3 and the City of Wimberley's extraterritorial jurisdiction. Though the City of Wimberley and Hays County Development Services have entered a 1445 Interlocal Cooperation Agreement concerning plat/plan applications, the City of Wimberley has deferred plat review and approval for this replat to Hays County Development Services.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Lot 35 will take place on November 17th, 2020 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

STAFF COMMENTS:

Staff has completed Technical Review for the Replat of Lot 35, Lea Acres Subdivision. The items remaining are to hold the public hearing and action on the approval of the replat.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

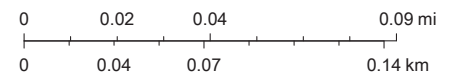
Lea Acres, Lot 35, Replat



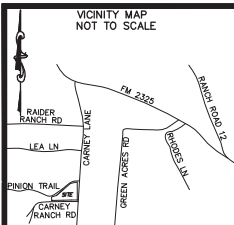
8/4/2020, 9:58:33 AM

- Abstracts
- Parcels
- Lot Lines

1:2,257

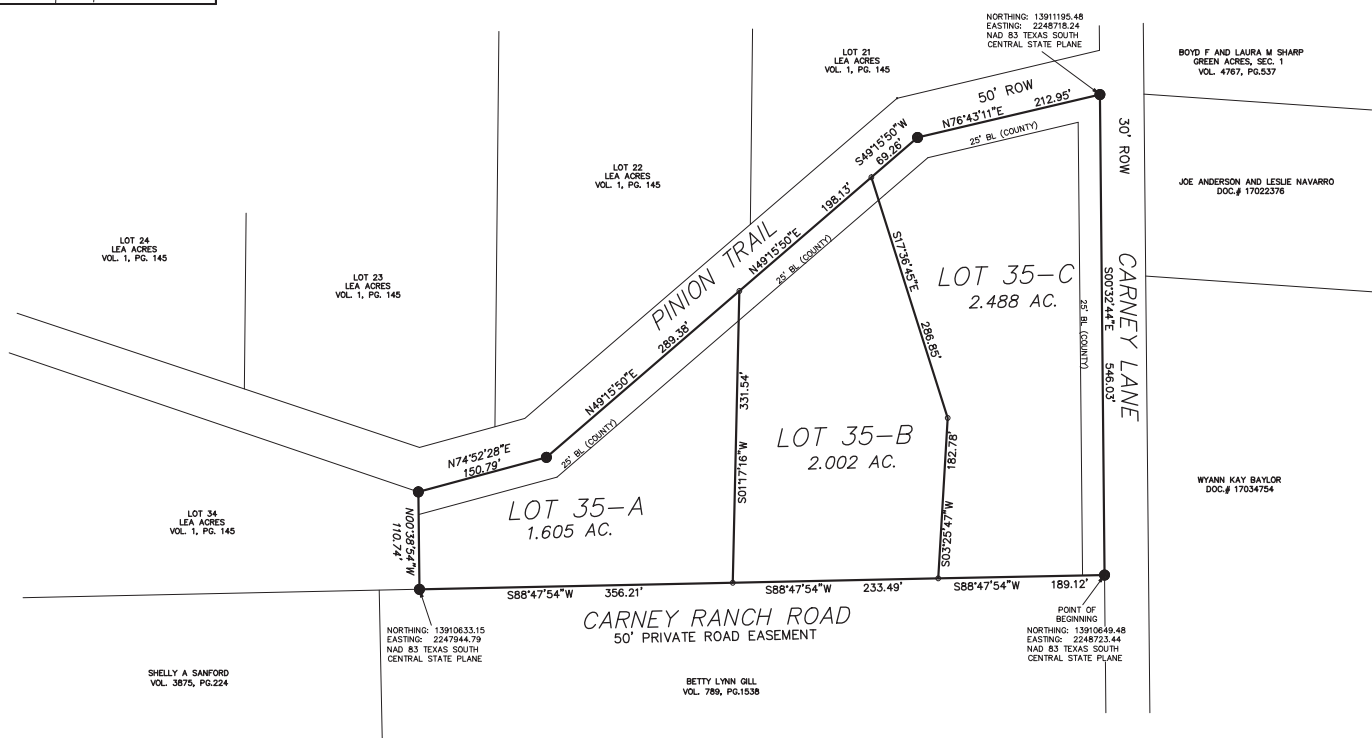


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



REPLAT OF LEA ACRES LOT 35

SCALE
1" = 100'



LOT SIZE CATEGORIES

TOTAL AREA = 6.095 ACRES
TOTAL NUMBER OF LOTS = 3
AVERAGE LOT SIZE = 2.031 ACRES
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 = 1
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:

ELECTRIC-PEDERNALES ELECTRIC COOP.

WATER-PRIVATE:

LOT 35-A WILL USE A RAIN WATER COLLECTION SYSTEM.
LOT 35-B AND 35-C WILL USE PRIVATE WATER WELLS.

SEWER- ALL LOTS REQUIRE ADVANCED INDIVIDUAL ON-SITE SEWAGE FACILITY.

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 7210F HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

SURVEYOR'S CERTIFICATION:

I, GEORGE LUCAS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL APPLICABLE HAYS COUNTY DEVELOPMENT REGULATIONS IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.



MARCH 20, 2020

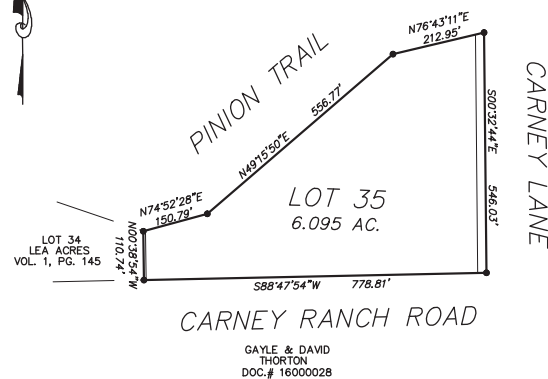
GEORGE LUCAS R.L.P.S. No. 4160 DATE
CELCO SURVEYING
651 SOUTH WALNUT AVENUE, SUITE D-215
NEW BRAUNFELS, TEXAS
830-214-5109

LEGEND

- = MONUMENT
- = IRON ROD FOUND
- = IRON ROD SET
- () = RECORD PER DEED
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK

ORIGINAL LOT CONFIGURATION

AREA BEING REPLATTED, BEING LOT 35 OF LEA ACRES, SUBDIVISION, RECORDED ON VOLUME 1, PAGE 145, PLAT RECORDS OF HAYS COUNTY, TEXAS.



CELCO SURVEYING

651 SOUTH WALNUT AVENUE, SUITE D-215
NEW BRAUNFELS, TEXAS 78130
TEL: 830-214-5109 FAX: 866-571-8323

REPLAT OF LEA ACRES LOT 35

STATE OF TEXAS
COUNTY OF HAYS

THE MEGAN AND MORGAN ROMANO REVOCABLE TRUST, OWNER OF A CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN VOLUME 5142, PAGE 768, THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BOTH TRACTS BEING PORTIONS OF LOT 35, LEA ACRES, A SUBDIVISION RECORDED IN VOLUME 1, PAGE 145, PLAT RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID LOT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED. THIS SUBDIVISION IS TO BE KNOWN AS A REPLAT OF LEA ACRES, LOT 35, ESTABLISHING LOT 35-A, 35-B AND 35-C, CITY OF WIMBERLEY ETJ, HAYS COUNTY, TEXAS.

..... DATE
DONNIE ROMANO
PO BOX 607, WIMBERLEY, TEXAS 78676
TRUSTEE

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONNIE ROMANO KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF A.D., 2020

STATE OF TEXAS
COUNTY OF HAYS

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 GROUNDWATER AVAILABILITY, RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

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

..... DATE
TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN
ADMINISTRATOR

..... DATE
CAITLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

THE CITY OF WIMBERLEY HAS DEFERRED REVIEW OF THIS SUBDIVISION TO HAYS COUNTY.

.....
PAUL L. PARKER
CITY ADMINISTRATOR

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY

OFFICE ON THE THE DAY OF 2020 AT
..... O'CLOCK IN

THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NO.
.. TO CERTIFY WHICH,

WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK, THIS DAY OF ..
.....

2020

.....
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 THAT ON THE
..... DAY OF 2020, 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 INSTRUMENT NUMBER .
.....

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE DAY OF
.....
2020

.....
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

.....
ELAINE H. CARDENAS, COUNTY CLERK,
HAYS COUNTY, TEXAS

GENERAL NOTES

1: THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARD AQUIFER CONTRIBUTING ZONE. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

2: THIS SUBDIVISION LIES WITHIN THE FOLLOWING JURISDICTIONS: WIMBERLEY ISD ESD #4 & ESD #7

3: COORDINATES SHOWN ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), TEXAS STATE PLANE, SOUTH CENTRAL ZONE, GRID VALUES.

4: DIMENSIONS ARE SHOWN IN US SURVEY FEET, SURFACE.

5: THIS PROPERTY IS LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF WIMBERLEY, TEXAS.

6: SUBJECT PROPERTY APPEARS TO BE SITUATED WITHIN THE FLOOD ZONE AREAS "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED ON THE FOLLOWING FLOOD INSURANCE RATE MAP: 48209C0355F, EFFECTIVE DATE: SEPTEMBER 2, 2005, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR HAYS COUNTY, TEXAS. (SURVEYOR DOES NOT GUARANTEE OR WARRANT THE ACCURACY OR CORRECTNESS OF THE F.E.M.A. MAPS.)

7: A 10' UTILITY EASEMENT IS DEDICATED TO RUN, CENTERED ON ANY EXISTING ELECTRIC FACILITIES WITHIN LOTS 35-A, 35-B AND 35-C.

8: DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

9: ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

10: MAIL BOX PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OF FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

11: NO OBJECT, INCLUDED BUILDINGS, FENCE OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OR STORM WATER, SHALL BE PLACED OR ERECTED WITHIN A DRAINAGE EASEMENT. THE OWNER(S) OF ANY LOT(S) UPON WHICH DRAINAGE FACILITIES ARE LOCATED, INCLUDING DETENTION, SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF SUCH FACILITIES.

12: UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.

13: THIS PROPERTY IS LOCATED WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

14: BASIS OF BEARING, NORTH AMERICA DATUM 1983, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

CELCO SURVEYING
651 SOUTH WALNUT AVENUE, SUITE D-215
NEW BRAUNFELS, TEXAS 78130
TEL: 830-214-5109 FAX: 866-571-8323

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 Task Order #1 to the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 17, 2020	\$17,250.00

LINE ITEM NUMBER

001-645-00.5741_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

The Master Interlocal Agreement between the County and Texas State University approved on or about August 18, 2020 formed a long-term partnership between the two entities to conduct various diverse projects and research to conserve, mitigate, restore, and protect the vast amount of natural resources within Hays County. This includes both groundwater and surface water resources, important landscapes that provide diverse ecosystems and biodiversity, sensitive habitat for threatened and endangered species, and sustainability of ecosystem services for the citizens of Hays County.

Attached: Task Order #1 - Blanco "No Discharge" Study

Task Order #1
Blanco “No Discharge” Study

Project Background: After receiving notice of the Direct Discharge permit application filed by the City of Blanco, which has potential down-stream impacts on water quality in the Blanco River and which communicates with groundwater resources in Hays County, representatives of Hays County offered to assist the City of Blanco in exploring alternatives to the direct discharge of effluent into waterways. The parties believe that an engineering study that confirms the viability of alternatives would benefit all stakeholders in the City of Blanco’s permit application, including downstream landowners and groundwater users in Hays County.

Project Description:

The Meadows Center for Water and the Environment within Texas State University (“Texas State”) will work with the Blanco Water Reclamation Task Force (“BWRTF”) to fund work by Freeland Turk Engineering Group, LLC (“Freeland”), engineer for the City of Blanco, Texas. Work performed by Freeland will be oriented around analysis of alternative(s) to and/or the reduction of direct discharge of wastewater effluent into the Blanco River from the City’s wastewater treatment plant (“WWTP”).

Hays County Responsibility: Hays County shall provide advanced funding to Texas State in a not-to-exceed, lump-sum amount of seventeen thousand, two-hundred-and-fifty dollars (\$17,250 USD) to contribute toward the work performed by Freeland and the administrative costs incurred by Texas State. Said payment shall be made within fifteen (15) business days of the Effective Date of this Task Order #1.

Texas State Responsibility: Texas State shall be responsible for retaining the services of Freeland, in collaboration with the City of Blanco, and providing input, as needed, to facilitate the work. Texas State shall gather and provide copies of any deliverables provided by Freeland to Hays County within a reasonable time.

Deliverables: Under the direction of Texas State and the City of Blanco, Freeland will:

- A. Participate in meetings and video conferences as requested.
- B. Provide available information to the BWRTF, as requested, only with the consent of the City of Blanco.
- C. Prepare preliminary opinions of probable costs for capital infrastructure, operations & maintenance and other components related to “no-discharge” WWTP options, as requested.
- D. Provide any services related to the business of BWRTF that is within Freeland’s competence, as requested.

Project Schedule:

Project will start on or after November 17, 2020 and be complete no later than January 31, 2021.

Project Budget: \$17,250.00

Hays County Contact:

Mark Kennedy

General Counsel

mark.kennedy@co.hays.tx.us (with copy to janice.jones@co.hays.tx.us)

(512) 393.2219

Texas State Contact:

Robert Mace, Ph.D.
Director, Meadows Center for Water and the Environment
Texas State University
REM142@txstate.edu
(512) 245-6021

Task Order #1, Blanco “No Discharge” Study, is executed by:

Hays County

BY _____

NAME _____

TITLE _____

DATE _____

Texas State University

BY _____

NAME Walter E. Horton, Jr., Ph.D.

TITLE Chief Research Officer

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 authorize the execution of an Interlocal Cooperation Agreement between Hays County and Texas State University to be performed by the Meadows Center for Water and the Environment related to the 2021 Hays County Feral Hog Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 17, 2020	N/A

LINE ITEM NUMBER

001-899-99-109.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	JONES	N/A

SUMMARY

Texas State University-The Meadows Center for Water and the Environment will provide services associated with Texas A&M AgriLife Extension Feral Hog Abatement Grant program as follows:

- General Project Management
- Website Development/Social Media Campaign
- Two Landowner Outreach Events
- Hays County Feral Hog Removal Tracking including a County Level Damage Assessment
- Remote-Operated Feral Hog Trap Sharing Cooperative
- Cost-Sharing Incentive Program
- Development of Final Report

The Feral Hog Abatement Grant Program will provide up to \$7,500 in funding assistance for this program of which \$5,000 will be utilized for the services.

Attachment: FY2021 Hays County Feral Hog Program Interlocal Cooperation Agreement

FY2021 HAYS COUNTY FERAL HOG PROGRAM INTERLOCAL COOPERATION AGREEMENT

This Agreement is entered into November 17, 2020 and will continue through August 31, 2021, between Hays County ("COUNTY") and Texas State University ("TXSTATE") to be performed by the Meadows Center for Water and the Environment. This Interlocal Cooperative Agreement (ICA) shall be referred to as the FY2020 Hays County Feral Hog Program ICA.

TXSTATE. Subject to the terms and conditions of this Agreement, the COUNTY hereby engages TXSTATE to perform the services set forth herein, and TXSTATE hereby accepts such engagement.

Duties, Term, and Compensation. TXSTATE's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached Scope of Work, which may be amended in writing from time to time if agreeable to the COUNTY and TXSTATE.

Expenses. During the term of this Agreement, TXSTATE shall bill the COUNTY quarterly beginning on February 1, 2021, and the COUNTY shall reimburse TXSTATE for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. All Payments should be made in accordance with attached Scope of Work.

Written Reports. The COUNTY may request that project plans, progress reports be provided by TXSTATE on a monthly basis. A final report shall be due at the conclusion of this Agreement and shall be submitted to the COUNTY in a written report at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the COUNTY.

Inventions. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE during this engagement relative to the duties under this Agreement shall be the exclusive property of the COUNTY; and TXSTATE hereby assigns all right, title, and interest in the same to the COUNTY. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE prior to the term of this Agreement and utilized by TXSTATE in rendering duties to the COUNTY are hereby licensed to the COUNTY for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without TXSTATE's prior written approval by the COUNTY to a wholly-owned subsidiary of the COUNTY.

Confidentiality. TXSTATE acknowledges that during the term of this Agreement TXSTATE will have access to and become acquainted with various trade secrets, inventions, innovations, processes; information, records and specifications owned or licensed by the COUNTY and/or used by the COUNTY in connection with the operation of its business including, without limitation, the COUNTY's business and product processes, methods, customer lists, accounts and procedures. TXSTATE agrees that TXSTATE will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required during this engagement with the COUNTY. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the COUNTY, whether prepared by TXSTATE or otherwise coming into TXSTATE's possession, shall remain the exclusive property of the COUNTY, TXSTATE shall not retain any copies of the foregoing without the COUNTY's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the COUNTY, TXSTATE shall immediately deliver to the COUNTY all such files, records, documents, specifications,

information, and other items in TXSTATE's possession or under TXSTATE's control. TXSTATE further agrees that TXSTATE will not disclose the terms of this Agreement to any person without the prior written consent of the COUNTY and shall at all times preserve the confidential nature of TXSTATE's relationship to the COUNTY and of the services hereunder.

Conflicts of Interest; Non-hire Provision. TXSTATE represents that TXSTATE is free to enter into this Agreement, and that it does not violate the terms of any agreement between TXSTATE and any third party. Further, TXSTATE, in rendering TXSTATE duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which TXSTATE does not have a proprietary interest. During the term of this Agreement, TXSTATE shall devote as much of TXSTATE's productive time, energy and abilities to the performance of TXSTATE's duties hereunder as is necessary to perform the required duties in a timely and productive manner. TXSTATE is expressly free to perform services for other parties while performing services for the COUNTY. For a period of six months following any termination, TXSTATE shall not, directly or indirectly hire, solicit, or encourage anyone to leave the COUNTY's employment, any employee, consultant, or TXSTATE of the COUNTY or hire any such employee, consultant, or TXSTATE who has left the COUNTY's employment or contractual engagement within one year of such employment or engagement.

Right to Injunction. The parties hereto acknowledge that the services to be rendered by TXSTATE under this Agreement and the rights and privileges granted to the COUNTY under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by TXSTATE of any of the provisions of this Agreement will cause the COUNTY irreparable injury and damage. TXSTATE expressly agrees that the COUNTY shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by TXSTATE. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the COUNTY may have for damages or otherwise. The various rights and remedies of the COUNTY under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

Merger. This Agreement shall not be terminated by the merger or consolidation of the COUNTY into or with any other entity.

Termination. The COUNTY may terminate this Agreement at any time by 10 working days' written notice to TXSTATE. In addition, if TXSTATE is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the COUNTY, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the COUNTY at any time may terminate the engagement of TXSTATE immediately and without prior written notice to TXSTATE.

Independent Contractor. This Agreement shall not render TXSTATE an employee, partner, agent of, or joint venture with the COUNTY for any purpose. TXSTATE is and will remain an independent contractor in TXSTATE's relationship to the COUNTY. The COUNTY shall not be responsible for withholding taxes with respect to TXSTATE's compensation hereunder. TXSTATE shall have no claim against the COUNTY hereunder or otherwise for vacation pay, sick leave,

retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. TXSTATE shall not assign any of TXSTATE's rights under this Agreement, or delegate the performance of any of TXSTATE's duties hereunder, without the prior written consent of the COUNTY.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Professional Services to be provided by:

Texas State University
The Meadows Center for Water and the Environment
601 University Dr.
San Marcos, TX 78666

Email: sharla@txstate.edu, nickdornak@txstate.edu
Phone: 512-245-9201

Professional Services acquired by:

Hays County
Attn: Ruben Becerra, County Judge
San Marcos, TX 78666

Email: judge.becerra@co.hays.tx.us, lindsay.mcclune@co.hays.tx.us,
alexandra.thompson@co.hays.tx.us
Phone: 512-393-2205

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.


IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

HAYS COUNTY

Ruben Becerra
County Judge

Date

TEXAS STATE UNIVERSITY



Dan Alden
Director of Procurement and
Strategic Sourcing

Oct 30, 2020

Date

Attachment A

Scope of Work

Texas State University, the Meadows Center for Water and the Environment ("TXSTATE") will support Hays County ("COUNTY") in the completion of deliverables for "Texas A&M AgriLife Extension Feral Hog Abatement Grant – Hays County" toward fulfillment of the Interlocal Agreement by and between Hays County and Texas A&M AgriLife Extension Service as executed November 17, 2020.

It is estimated that the Meadows Center can complete the proposed services outlined below for \$5,000, that includes approximately 80 hours of TXSTATE staff time. TXSTATE will bill the COUNTY monthly for work performed.

Specifically, as mutually agreed to in the project's Work Plan timeline and as part of the overarching project tasks, TXSTATE will:

- **General Project Management:** Project oversight and coordination including progress reports and coordination among County staff for project deliverables.
- **Website Development/Social Media Campaign:** Manage project website and social media platform.
- **Two (2) Landowner Outreach Events:** Coordination of one (1) Hays Co. Feral Hog Workshop and three (1) one-hour webinars.
- **Hays County Feral Hog Removal Tracking including a County Level Damage Assessment:** Develop and deliver tracking tool and County Level Damage and Control Assessment.
- **Remote-operated feral hog trap sharing cooperative:** Coordinate trap sharing cooperative program currently being implemented by Hays County with assistance from the Caldwell County Feral Hog Task Force.
- **Cost-sharing incentive programs – trapping supplies and aerial hunting:** Implement cost-sharing incentive programs. Trapping supplies for two program participants. Secure aerial services contracts for up to three total hours of aerial hunting service contracts.
- **Development of Final Report:** Draft final report due 7/31/21. Final report due 8/31/21.

ATTACHMENT B
Addendum to Contract

APPLICABLE LAW: THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

This section shall apply only to the extent permitted by Texas law. Texas State does not waive any of its constitutional statutory or common law rights, privileges, immunities or defenses under Texas law.

DISPUTE RESOLUTION:

To the extent that Chapter 2260, *Texas Government Code*, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):

"in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions appear on the face of the contract; or (2) whether the contract includes any provisions to the contrary."

ADHERENCE TO UNIVERSITY POLICIES:

By executing the contract, the COUNTY agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the COUNTY's employees and subcontractors while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation .

PUBUC INFORMATION:

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

NONDISCRIMINATION:

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and The Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

University will pay for Work performed in accordance with Texas Government Code; section 2251 "Prompt Payment".

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

ATTACHMENT C
INTERLOCAL AGREEMENT by and between
HAYS COUNTY and TEXAS A&M AGRILIFE EXTENSION SERVICE

Insert final Executed Interlocal Agreement Here

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 Annual Support Agreement with Stars Information Solutions for software and hardware maintenance of the ScanPro3000 Microsoft Scanner for \$695.00 with funds budgeted for FY2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 17, 2020	695.00

LINE ITEM NUMBER

101-617-10.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Elaine Cardenas, County Clerk	BECERRA	N/A

SUMMARY

This is an annual service agreement for service and hardware maintenance of a ScanPro3000 Microfilm Scanner. This includes an annual agreement renewal price of \$695.00.



Agreement Number: 045500

Annual Support Agreement

This Agreement is made and entered into as of 11/07/20 by and between Stars Information Solutions ("Service Provider"), and the company, person or entity executing this Agreement as the "Customer" below:

Hays County Clerk (Customer)

INITIAL TERM: 11/07/20 through 11/06/21

SCOPE OF SERVICE – HARDWARE & SOFTWARE SUPPORT

1. Parts required to repair reported deficiencies (on machine(s) listed on "Attachment A") as deemed necessary by Stars Information Solutions.
2. Labor time to repair equipment malfunction and failures. Customer's providing STARS INFORMATION SOLUTIONS with an Error Report is a prerequisite to STARS INFORMATION SOLUTIONS's responding to equipment malfunction and failures. The Error Report must include a verbal, written or electronic mail explanation of the equipment routines employed when the problem occurred, and any available documentation of the error including error messages, time of error, and any other information STARS INFORMATION SOLUTIONS reasonably requires. Reasonably promptly after STARS INFORMATION SOLUTIONS receives the Error Report, a service ticket number will be assigned to Customer.
3. If depot service is requested Customer will ship malfunctioning equipment to STARS INFORMATION SOLUTIONS and must reference issued service ticket number on corresponding shipping documentation. Upon completion of repair, STARS INFORMATION SOLUTIONS will ship the equipment back with a comprehensive service report, detailing steps taken for repair and any parts used, certifying machine is functional upon departure from STARS INFORMATION SOLUTIONS facilities. STARS INFORMATION SOLUTIONS is responsible for return standard "ground" shipping costs to Customer and will provide Customer with tracking information via electronic mail. Upon customer's request, STARS INFORMATION SOLUTIONS can return machine at an expedited shipping rate (e.g. 2nd Day, overnight) upon request, at customer's expense.
4. If on-site service is requested Customer will contact STARS INFORMATION SOLUTIONS at 210-490-9156 xt 105 between the hours of 8:00am – 5:00pm central M-F and deliver the same information as # 3 above. A service technician will be assigned to respond next business day.

SPECIFIC EXCLUSIONS – HARDWARE SUPPORT

The following items are specifically excluded from this Agreement:

1. Cost of rebuilding, refurbishing, or re-manufacturing the equipment.
2. Any glass or mirror components.
3. Consumable and starter toner products.
4. Drum units, back up batteries, CMOS batteries, network/modem cards, SCSI boards and power cords.
5. Any damage determined to be caused by user abuse or use of equipment for other than intended purposes.
6. Document scanner PCA board malfunction or scratched reading/scanning glass caused by paper clips, staples or any other foreign material.
7. Service, repair, or replacement of parts, attachments, and modifications of equipment that is installed by anyone other than an authorized STARS INFORMATION SOLUTIONS representative will void this agreement.

GENERAL

1. Days and Hours of Coverage: This Support Agreement covers service during Service provider's normal working hours, 8:00 a.m. to 5:00 p.m. CST, Monday through Friday; unless an Extended Hours option is purchased. Coverage on Holidays (New Year's, Memorial, Independence, Labor, Thanksgiving, Christmas Day or a day in connection with Thanksgiving and Christmas Day) is not included in STARS INFORMATION SOLUTIONS's normal working hours.
2. This Agreement will be governed by the laws of the State of Texas and the venue for any claims or suits in relation to this Agreement shall lie in Hays County, Texas. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.
3. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use, Software, Hardware or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.
4. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.
5. This agreement shall become effective on the date indicated, contingent upon STARS Service Manager's approval and shall continue for the period of time indicated. It shall be automatically renewed for successive similar periods, subject to the STARS Service Manager's approval and the approval of the customer. This agreement is not automatically transferred if this equipment is sold. Either party may terminate this agreement with 30 days written notice given by US Mail to the other party

WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

Agreement 045500

Stars Information Solutions

Hays County Clerk

David Granato
(Signature)

(Signature)

David Granato
(Typed or Printed Name)

(Typed or Printed Name)

Contracts Administrator
(Title)

(Title)

Date: 11/07/19

Date: _____

Service provider Address and Support Number:

Stars Information Solutions
12813 Wetmore Rd.
San Antonio, TX 78247

210-490-9156 xt 101 - General Inquiries
210-490-9156 xt 105 - Technical Services

Attachment A

Location of equipment:

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

Annual support agreement for:

ScanPro3000 Microfilm Scanner s/n 30-1349-726004218

Agreement renewal price \$695.00 and subject to change annually not to exceed 5%.

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 Use of Jail Facility between Hays County and Atascosa County related to the housing and care of Hays County inmates.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 17, 2020	\$50/inmate/day

LINE ITEM NUMBER

001-618-03.5361

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

See attached material. This Agreement will be utilized to house the overflow of Hays County inmates on an as-needed basis. Atascosa County will provide for the health and safety of Hays County inmates at the rate of \$50 per inmate per day.

INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITY

This Agreement is made and entered into this 26 day of Oct, 2020, by and between Atascosa County Texas, a political subdivision of the State of Texas (hereinafter referred to as "ATASCOSA") and Hays County, Texas a political subdivision of the State of Texas (hereinafter referred to as "HAYS"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, HAYS AND ATASCOSA seek to enter into an Agreement to provide for the incarceration of HAYS prisoners (both males and females) in the ATASCOSA County Detention Facility; and

WHEREAS, the purpose of the Agreement is to assist neighboring counties with providing for the public health, safety and wellbeing of each county as well as for the security of the neighboring communities.

NOW, THEREFORE, HAYS AND ATASCOSA in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. ATASCOSA hereby agrees to house prisoners for HAYS on a space available basis. The availability of space shall be determined by the ATASCOSA County Sheriff in accordance with current jail regulations as promulgated by the Texas Commission on Jail Standards concerning the separation and categories of prisoners. ATASCOSA shall follow the Texas Commission on Jail Standards as it pertains to the operation of the facility in regards to care, custody, and control of all prisoners transferred to their custody.
2. HAYS shall pay ATASCOSA a daily prisoner-housing fee of \$50.00 per day. The day the prisoner is "booked in" or received by ATASCOSA will be counted and charged. The day

the prisoner is "booked out" or transported from ATASCOSA and does not return will be counted or charged. ATASCOSA will mail HAYS a monthly, itemized invoice showing the actual number of HAYS prisoner days in that month and the daily HAYS prisoner count. HAYS will remit the full amount of the invoice to the ATASCOSA County Auditor's Office within Thirty (30) days of receipt thereof.

3. In addition to the daily prisoner housing fee set forth above, HAYS will pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any HAYS prisoners, housed by ATASCOSA. Non-prescription medication will be provided at no cost to HAYS or its prisoners.
4. HAYS agrees to comply with all booking procedures of ATASCOSA, a copy of which will be provided to HAYS.
5. HAYS agrees that ATASCOSA will not house any injured prisoners unless HAYS has furnished an acceptable medical release signed by appropriate medical personnel, certifying that such prisoner may be incarcerated.
6. ATASCOSA shall notify HAYS as soon as practical in the event that any HAYS prisoner is injured while incarcerated at ATASCOSA; and will follow up in providing HAYS with copies of all incident reports prepared, relative to said injury.
7. The ATASCOSA County Sheriff reserves the right to refuse or return any HAYS inmate if he determines it to be in ATASCOSA's best interest. HAYS shall promptly arrange to take custody of any such prisoner so requested by ATASCOSA.
8. ATASCOSA shall be fully responsible and liable for all suits, claims, losses, and expenses, including ATASCOSA'S reasonable attorney's fees, arising out of ATASCOSA performance or nonperformance of the services and duties herein stated, but only in regard

to the actual holding and incarceration of prisoners by ATASCOSA, and including the transfer of prisoners to and from ATASCOSA unless transported by HAYS. Nothing herein shall be deemed as ATASCOSA indemnifying HAYS from suit brought by an inmate against HAYS.

9. TERM: This agreement shall commence as of the date of execution and shall continue until October 30, 2021, unless terminated as set forth herein. Thereafter, and unless terminated as herein provided, or otherwise renegotiated, the agreement will automatically renew for additional one (1) year terms, beginning November 1 and ending October 30. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the County Judge of that party, at least sixty (60) days in advance of the date on which the current term will terminate. Either party may terminate this Interlocal Agreement without cause by giving sixty (60) days written notice of its intent to terminate the Interlocal Agreement.
10. HAYS is solely responsible for transporting the inmates to ~~ATASCOSA~~'S FACILITY. In the event it becomes necessary for ATASCOSA to provide transportation to sites for medical attention, HAYS agrees to reimburse ATASCOSA for transportation costs made by ATASCOSA at the rate of \$.55 per mile.
11. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement nor specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by each party, and not otherwise. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

12. **Commitment of Revenues.** In the event that, during any term hereof: the Commissioners Court does not appropriate sufficient funds to meet the obligations of HAYS County under this Interlocal Agreement, then HAYS County may terminate this Agreement upon ninety (90) days written notice to ATASCOSA County. HAYS County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of HAYS County.
13. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
14. **Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
15. **Assignment.** This agreement is not assignable without the written consent and approval of the other party.
16. **Conflicts with Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only

to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

17. No Waiver: No waiver by any party hereto of any breach of any provision of the agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.
18. Notice: Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to ATASCOSA:

County of Atascosa, Texas

Attn: Atascosa County Judge

1 Courthouse Circle Drive, County Courthouse, Suite 101

Jourdanton, TX 78026

With copy to: Atascosa County Sheriff

David Soward

1108 Campbell Avenue

Jourdanton, TX 78026

If to HAYS:

County of Hays, Texas

Attn: Hays County Judge

111 E. San Antonio St., Suite 300

San Marcos, TX 78666

With copy to: Hays County Sheriff

Gary Cutler

1307 Uhland Rd.

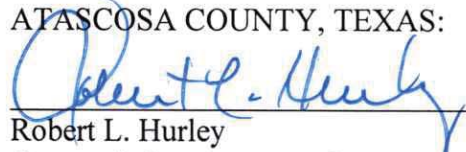
San Marcos, TX 78666

19. Entire Agreement: This contract contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
20. Legal Construction/Severability: In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. Prior Agreements: This Agreement supersedes and terminates all previous Interlocal Agreement between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

22. Additional Documents: The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
23. Successors: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
24. Headings: The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
25. Gender and Number: All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
26. Non-Discrimination: The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.
27. Authority to Execute: The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Counties in accordance with its terms.
28. Governmental Purpose: Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day
and year first above written.


ATASCOSA COUNTY, TEXAS:


Robert L. Hurley
County Judge, Atascosa County, Texas

HAYS COUNTY, TEXAS:

By: Ruben Becerra
County Judge, Hays County, Texas

ATTEST:


County Clerk, Atascosa County, Texas

County Clerk, 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 Constable Pct. 4 Office to purchase one new LCRA in-car Mobile Radio, XG-25M, 700/800 P25 system with accessories in the amount of \$3,884.19 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 17, 2020	\$3,885

LINE ITEM NUMBER

001-638-00.5715_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

Purchasing Policy waiver of three quotes requested due to existing infrastructure in place for the County's radio system.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Ron Hood, Constable	SMITH	N/A

SUMMARY

The Hays Co. Constable, Pct. 4 Office request the funds for the purchase of a LCRA in-car Mobile Radio system, to outfit the newly received 2020 Ford Interceptor, SUV. This vehicle was approved during the FY20 budget process and was on backorder. The funds for the vehicle were rolled to the FY21 budget, however the radio was inadvertently not requested in the 2020 budge therefore not accounted for in the rollover funds. Due to the limited operating budget, funds are not available within the Constable's Pct. 4 operating budget for this expense. Additionally, a purchasing policy waiver is requested due to the existing infrastructure in place for the County's radio system.

Attachment: LCRA Quote #05334141

Budget Amendment:

Increase Communication Equipment Operating .5715_400

Decrease TBD (possible funding source - County Wide Contingencies)



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
 24 Hour Phone 1-877-627-2886 & Fax 1-512-356-6445
 Radio Shop Phone 1-512-356-6457 & Fax 1-512-482-6299
 Telecommunications

Customer: HAYS COUNTY CONSTABLE 4
Address: 712 S Stagecoach Trl, Ste 1071
 San Marcos, Texas 78666

Work Order #: 000000005334141
***Date:** 11/10/20

Pricing is valid for 30 days from the date of this Proposal.

Statement of Work: Hays County Constable 4 - P25 Mobile Radio

Comments: XG-25M 700/800 P25 Mobile

Labor

TASK ID	Task Description	Hours	Rates	Line Cost
92080	700/800/VHF MHz Mobile Radios & Accessories	1.0	250.0000	250.0000
92100	Split Radio into Two-Piece Unit	1.0	92.5000	92.5000
Labor Sub Total:				\$342.50

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
92080	1601002032	Antenna, 760-870 MHz, w/Spring, Tescos# 300776	1	26.5622	26.5622
92080		Encryption-256-AES, 64-DES ECP Encryption for XG-25M, DM-PKG85	1	353.9250	353.9250
92080		Faceplate, Please Specify Console Type	1	33.0000	33.0000
92080		Radio, Mobile, XG-25M, 700/800 P25, Remote Mount, Scan, P25 Trunking, OTAP, Phase II, Accy Kit, Palm Mic, Option Cable, 4 OHM Speaker	1	3,068.2410	3,068.2410
92080		Mileage	48	0.9500	45.6002
92090	1601002300	Coax, NMO Mounts Standard Tescos# 90942	1	12.4244	12.4244
92090	1601002360	Crimp,TNC Male for RG58 Part # RFT-1202-2 Tescos# 58794	1	1.9388	1.9388
Material Sub Total:					\$3,541.69

Labor Total: \$342.50

Material Total: \$3,541.69

Job Total: \$3,884.19

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

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 Election's Office to pay down vacation accruals for the Election's Administrator and the Administrative Assistant III, slot 0271-002 and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

\$5,033

LINE ITEM NUMBER

001-655-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jennifer Anderson

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

The Elections Administrator is requesting authorization to have accrued vacation hours in excess of the 9/30 balance allowed per County policy be paid out for herself and the Administrative Assistant III. Due to the extended hours related to this year's elections and upcoming run-off elections, these individuals have been unable to take the time off.

Elections Administrator

76	hours over vacation accrual limit
3,308.08	salary payout
699.99	fringe
4,008.07	total impact

Administrative Assistant III

38.75	hours over vacation accrual limit
845.68	salary payout
178.95	fringe
1,024.63	total impact
5,032.70	total requested

Budget Amendment:
TBD Possible Funding source - County Wide Salary Adjustments

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 Sheriff's Office to hire an Emergency Communication Officer, slot 0515-003 at an MBS3 of the ECO salary progression chart effective 11/20/20.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

\$4,620

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CUTLER

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

The Sheriff's Office is requesting approval to place an Emergency Communications Officer at an MBS3 of the ECO salary progression chart making her annual salary \$44,464. The candidate selected for this position worked in an ECO capacity with our agency before. This individual has 4 years and 10 months service as an Emergency Communications Officer and has kept up with her licensing and certifications.

Due to this individual's experience as an Emergency Communications officer, training will be minimal translating to an immediate contribution to the Emergency Communications team and the Sheriff's Office productivity. Salary savings due to vacant ECO positions are available to fund this request.

Financial Impact:

ECO, slot 0515-003	
Salary Exception - MBS 3	
Effective 11/20/20	
40,000	Budgeted Salary
44,464	Requested Salary
4,464	Difference
945	Fringe
5,409	Annualized
4,620	FY21 Impact

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Veteran Services Office. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jude Prather

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located on West San Antonio Street, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

November 17, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

Summary to be provided in Executive Session.