

**Commissioners Court November 24, 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 **24<sup>th</sup> 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. <b>BECERRA</b>
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**CONSENT ITEMS**

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

2	5	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
3	6	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
4	7-14	Approve Commissioners Court Minutes of November 17, 2020. <b>BECERRA/CARDENAS</b>
5	15	Approve the payment of the November 30, 2020 payroll disbursements in an amount not to exceed \$4,273,000.00 effective November 30, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
6	16-23	Authorize the Office of Emergency Services to purchase 30 Dell Laptops valued at \$33,405.30 and 10 iPads valued at \$7,090.40 utilizing CRF Funds and amend the budget accordingly. <b>BECERRA/MIKE JONES</b>
7	24-25	Approve renewal of RFP 2018-P03 County Wide Plumbing Services with SI Mechanical for one (1) additional year as stated in the original bid. <b>BECERRA/T.CRUMLEY</b>
8	26-31	Approve and execute the Sheriff's Office Equitable Sharing and Agreement Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program. <b>INGALSBE/CUTLER</b>
9	32-37	Authorize the Extension Office to purchase one (1) replacement OptiPlex 7070 Desktop Computer valued at \$725.94 and amend the budget accordingly. <b>INGALSBE/MANGOLD</b>
10	38-45	Approve Utility Permits. <b>BECERRA/JONES/BORCHERDING</b>
11	46-47	Authorize the purchase of Add-On Furniture parts valued at \$2,408.29 from Workplace Resources for the Public Safety Building; utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(7)(D) and amend the budget accordingly. <b>INGALSBE/SHELL/CUTLER</b>
12	48-49	Authorize payment to Cellular Controlled Products for the Feral Hog Abatement grant program in which no purchase order was issued as required per County Purchasing Policy and amend the budget accordingly. <b>JONES/T.CRUMLEY</b>
13	50-52	Authorize the Office of Emergency Services to purchase 6 Axon Cradlepoint Devices valued at \$10,674.00 utilizing CRF Funds and amend the budget accordingly. <b>BECERRA/MIKE JONES</b>
14	53	Authorize Ozona Bank to release bank statements for the period of October 1, 2017 through present to the Hays County Treasurer and Hays County Auditor. <b>SHELL/RICHEY</b>
15	54-55	Authorize the Office of Emergency Services to accept a \$4,942.30 proposal from The Move Team to relocate a Rolling File System and amend the budget accordingly. <b>BECERRA/MIKE JONES</b>
16	56-57	Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 90 days (February 28, 2021) and amend the budget accordingly. <b>BECERRA/RICHEY</b>
17	58-95	Approve specifications for IFB 2021-B04 Lawn & Landscape Services and authorize Purchasing to solicit for proposals and advertise. <b>BECERRA/T.CRUMLEY</b>

## ACTION ITEMS

### ROADS

18	96-98	Discussion and possible action to authorize the County Judge to execute Supplemental #3 to the Professional Service Agreement (PSA) between Hays County and LJA Engineering, Inc. for FM 110 (IH35 at Yarrington Road to SH80) North project as part of the Hays County/TxDOT Partnership Program which will increase the compensation cap by \$105,000.00. <b>INGALSBE/BORCHERDING</b>
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### MISCELLANEOUS

19	99	10:00 a.m. - Hold a public hearing in accordance with section 293.101 of the Texas Health and Safety Code to hear public comments and consider action concerning the amount of the mandatory payments required of all local hospitals in fiscal year (FY) 2021 pursuant to the County Health Care Provider Participation Program and how the revenue derived from those payments is to be spent. <b>SHELL</b>
20	100-112	Discussion and possible action to authorize the County Judge to execute a \$197,979.00 Contract Amendment with Tyler Technologies, Inc. for the SoftCode Software Program & Implementation Services for Civil Process as budgeted in the FY21 budget. <b>BECERRA/MCGILL</b>
21	113	Discussion and possible action to dedicate funding to assist Independent School Districts within Hays County with Mental Health Resources as a result of the Covid-19 Pandemic. <b>SMITH</b>
22	114	Discussion and possible action to appoint two Hays County representatives to serve on the Tax Increment Reinvestment Zone (TIRZ) Number 2 - Carma Blanco Vista (now known as Blanco Vista) Board of Directors. <b>INGALSBE</b>
23	115	Discussion related to the Hays County Parks and Open Spaces Plan, including the identification of next steps related to voter-approved Proposition A in the November 2020 General Election. Possible action may follow. <b>SHELL</b>

### 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.

24	116	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along Dacy Lane in Pct 1. Possible action may follow in open court. <b>INGALSBE</b>
25	117	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 Investigations Division of the Hays County Criminal District Attorney's Office. Possible discussion and/or action may follow in open Court. <b>SHELL</b>
26	118	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 located at or near 810 S. Stagecoach Trail, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court. <b>INGALSBE</b>
27	119	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office Hays County use of CARES Act funding pursuant to the COVID-19 local disaster declaration. Possible action to follow in open court. <b>BECERRA</b>

### 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.

28	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>
29	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
30	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. <b>INGALSBE/CUTLER</b>
31	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. <b>SHELL</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 20<sup>th</sup> day of November, 2020

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**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 24, 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

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 24, 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 24, 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 17, 2020.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 24, 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 17, 2020

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 17<sup>th</sup> 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  
DEBBIE GONZALES INGALSBE  
MARK JONES  
LON A. SHELL  
WALT SMITH  
ELAINE H. CÁRDENAS

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

**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:**

Reverend Lisa Straus, Buda United Methodist 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**

Lucy Wiley emailed a public comment against commercial businesses moving into residential neighborhoods. The comment was read in court by Elaine Cardenas, County Clerk.

**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. She noted an increase in positive cases. She announced the testing locations throughout the county. Judge Becerra encouraged the public to continue wearing masks in public and practice social distancing. No action was taken.

**35819 ADOPT A PROCLAMATION DECLARING NOVEMBER 16 - 22, 2020 AS GLOBAL ENTREPRENEURSHIP WEEK.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring November 16 - 22, 2020 as Global Entrepreneurship Week. All present voted "Aye." MOTION PASSED.

**35820 ADOPT A PROCLAMATION RECOGNIZING THE 140TH ANNIVERSARY OF THE BUDA UNITED METHODIST CHURCH IN HAYS COUNTY.**

Commissioner Jones thanked Reverend Lisa Straus. Reverend Straus thanked past and current members of the church. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adopt a Proclamation recognizing the 140th anniversary of the Buda United Methodist Church in Hays County. All present voted "Aye." MOTION PASSED.

**UPDATE ON THE NOVEMBER MEETING OF THE HILL COUNTRY MENTAL HEALTH DEVELOPMENTAL DISABILITIES BOARD BY CHARLIE CAMPISE.**

Charlie Campise gave the update to the court. He stated he was not able to make the November meeting since he was commissioned by the Commissioners Court members to be an election judge. The election was held at the same time. The board discussed a new hospital and the proposed cost of the build. Discussion was had by the board regarding the selection of a new Executive Director. The court thanked Mr. Campise for his update. No action was taken.





NOVEMBER 17, 2020

**35821 APPROVE PAYMENTS OF COUNTY INVOICES.**

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

**35822 APPROVE PAYMENTS OF JUROR CHECKS.**

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

**35823 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

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

**35824 APPROVE COMMISSIONERS COURT MINUTES OF NOVEMBER 10, 2020.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of November 10, 2020. All present voted "Aye." MOTION PASSED.

**35825 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT OFFICE/WAREHOUSE BUILDING LOCATED AT 5040 HWY 123, SUITE 100, SAN MARCOS, TEXAS 78666.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 100, San Marcos, Texas 78666. All present voted "Aye." MOTION PASSED.

**35826 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT OFFICE/WAREHOUSE BUILDING LOCATED AT 5040 HWY 123, SUITE 300, SAN MARCOS, TEXAS 78666.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 300, San Marcos, Texas 78666. All present voted "Aye." MOTION PASSED.

**35827 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT OFFICE/WAREHOUSE BUILDING LOCATED AT 5040 HWY 123, SUITE 400, SAN MARCOS, TEXAS 78666.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 400, San Marcos, Texas 78666. All present voted "Aye." MOTION PASSED.

**35828 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT OFFICE/WAREHOUSE BUILDING LOCATED AT 5040 HWY 123, SUITE 700, SAN MARCOS, TEXAS 78666.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones authorize On-Site Sewage Facility Permit office/warehouse building located at 5040 Hwy 123, Suite 700, San Marcos, Texas 78666. All present voted "Aye." MOTION PASSED.

**35829 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO OFFICE/WAREHOUSE BUILDINGS LOCATED AT 13617 FITZHUGH ROAD, AUSTIN, TEXAS 78737.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for two office/warehouse buildings located at 13617 Fitzhugh Road, Austin, Texas 78737. All present voted "Aye." MOTION PASSED.



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NOVEMBER 17, 2020

- 35830      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.**

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

- 35831      AMEND THE SHERIFF'S OFFICE OPERATING BUDGET FOR NEEDED VEHICLE REPAIRS IN WHICH INSURANCE PROCEEDS WERE RECEIVED.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds were received. All present voted "Aye." MOTION PASSED.

- 35832      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.**

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

- 35833      AUTHORIZE THE SHERIFF'S OFFICE TO PURCHASE CONSUMABLE ITEMS RELATED TO EXTENDED CRIME SCENE INCIDENTS.**

Discussion was held among the court and the Auditor's office regarding a limit for consumable items. Commissioner Jones stated \$400.00. The Auditor's office agreed this was a reasonable amount. Marisol Villarreal-Alonzo, Auditor, stated that if the amount needed to be adjusted her office would bring it back to court. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to purchase consumable items related to extended crime scene incidents with a limit not to exceed \$400.00. All present voted "Aye." MOTION PASSED.

- 35834      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.**

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

- 35835      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.**

Commissioner Shell stated this system will allow the Sheriff's office access to the building but also tracks the time and date. A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to 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. All present voted "Aye." MOTION PASSED.

- 35836      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THREE SHORT-TERM RENTAL CABINS LOCATED AT 965 NORWOOD RD, DRIPPING SPRINGS, TX 78620.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize On-Site Sewage Facility Permit for three short-term rental cabins located at 965 Norwood Rd, Dripping Springs, TX 78620. All present voted "Aye." MOTION PASSED.



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NOVEMBER 17, 2020

**35837      AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF RESOLUTION TO THE TEXAS INDIGENT DEFENSE COMMISSION (TIDC) FOR THE FY21 FORMULA GRANT PROGRAM.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the submission of a grant application and execution of resolution to the Texas Indigent Defense Commission (TIDC) for the FY21 Formula Grant Program. All present voted "Aye." MOTION PASSED.

**35838      APPROVE SPECIFICATIONS FOR IFB 2021-B03 HAYS COUNTY MULTILAYER WELL AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve specifications for IFB 2021-B03 Hays County Multilayer Well and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

**35839      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.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to 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. All present voted "Aye." MOTION PASSED.

**35840      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.**

Commissioner Shell outlined the responsibilities of the county and the City of San Marcos. A motion was made by Commissioner Shell, seconded by Commissioner Smith 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. All present voted "Aye." MOTION PASSED.

**35841      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.**

Commissioner Shell stated this project runs through 3 precincts. Discussion was had by the court regarding the benefits of roundabouts for high traffic areas. A motion was made by Commissioner Shell, seconded by Commissioner Smith 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. All present voted "Aye." MOTION PASSED.

**35842      APPROVE THE FINAL PLAT CONCERNING THE REPLAT OF LOT 35, LEA ACRES SUBDIVISION; PLN-1398-PC.**

Judge Becerra opened the public hearing at 9:43a.m. Debra Charnes, made a comment concerning nonresidential use of the property. Delane Vandwaulding made a comment against the replat. Judge Becerra closed the public hearing at 9:47a.m. Commissioner Shell thanked the citizens who gave public comments. He stated that if the property owners are meeting the requirements then the court is obligated to follow state rules. He noted that the actions made today are only to approve the subdivision of the property. Mark Kennedy, General Counsel, explained the legal steps that could be taken if the county does not follow the state rules. Caitlyn Strickland, Director of Development Services, explained the subdivision process. A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the final plat concerning the Replat of Lot 35, Lea Acres Subdivision; PLN-1398-PC. Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, and Commissioner Smith voted "Aye." Judge Becerra voted "No." MOTION PASSED.

**Clerk's Note:** Judge Becerra called for a break that began at 10:02 a.m. and resumed back into open court at 10:10 a.m.



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NOVEMBER 17, 2020

**35843      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.**

Commissioner Shell stated this agreement allows studies administered by the Meadows Center at Texas State University. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe 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. All present voted "Aye." MOTION PASSED.

**35844      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.**

A presentation was given by Nick Dornak, Director of Watershed Services at Texas State University. A motion was made by Commissioner Smith, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.

**35845      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.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell 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. All present voted "Aye." MOTION PASSED.

**35846      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.**

Commissioner Ingalsbe called on Lieutenant John Saenz to speak. Lieutenant John Saenz stated Atascosa County is a closer facility than Fort Bend County. This agreement will help with travel and cost of outsourcing inmates. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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. Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, and Commissioner Smith voted "Aye." Judge Becerra voted "No." MOTION PASSED.

**35847      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.**

Constable Ron Hood stated that the vehicle was approved by the court in April, however there was an oversight in requesting the in-car radio for the vehicle. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe 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. All present voted "Aye." MOTION PASSED.

**35848      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.**



NOVEMBER 17, 2020

Judge Becerra stated the Elections department is doing a great job. Commissioner Jones stated this year was a historic election with record turnout. He stated the amount of money is well deserved. **A motion was made by Commissioner Jones, seconded by Commissioner Shell 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. All present voted "Aye." MOTION PASSED.**

**35849 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.**

Captain Mark Cumberland stated the new hire is a returning employee who has five years of experience. She is trained and certified for this position. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe 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. All present voted "Aye." MOTION PASSED.**

**Clerk's Note:** Executive Session began at 11:13 a.m. and resumed back into open court at 11:27 a.m.

**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.**

No action taken.

**35850 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**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a real estate sales contract and deed, conveying approximately 3.89 acres of land (R136050) from Hays County to Hays County emergency services district number 3, as discussed and presented by General Counsel in Executive Session. This transfer shall be contingent upon ESD#3's arrangement to allow public trail access across the property, as well as stormwater improvements, maintained by the City of San Marcos. These conditions shall be tied to a reversionary interest in the property. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #36 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. - WAS PULLED.**

**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 \$41,450.00 for the week of November 8 – November 14, 2020. The number of outsourced males was 118 inmates and females were 0 inmates. The number of arrest made by agency are as follows; Buda Police Department - 4, Department of Public Safety – 1, Hays County Sheriff's Department – 52, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department – 22, San Marcos Police Department - 33, Texas State Police Department – 2. No action taken.

**Clerk's Note Agenda Item #38 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 #39 RE: DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW. - WAS PULLED.**



NOVEMBER 17, 2020

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## ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 12:17 p.m.

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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 17, 2020.



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

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of the November 30, 2020 payroll disbursements in an amount not to exceed \$4,273,000.00 effective November 30, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 24, 2020

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Britney Richey, Hays County Treasurer

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Approve the November end of month payroll disbursements not to exceed \$4,273,000.00.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Office of Emergency Services to purchase 30 Dell Laptops valued at \$33,405.30 and 10 iPads valued at \$7,090.40 utilizing CRF Funds and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2020	\$40,496

#### LINE ITEM NUMBER

009-763-99-131]

#### 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 requested laptops will allow OES the ability to assist with continuity of operations for County Offices related to remote work capabilities during COVID-19 closures. Additionally, the iPads and accompanying equipment will provide OES a more efficient, streamlined and expedient tool while responding to COVID-19 in the field.

Attachments: Dell Quote #3000072703484.1 (laptops)  
DIR Contract #DIR-TSO-3763  
SHI Govt Solutions Quote #19689127 (iPads)  
DIR Contract #DIR-TSO-3838

##### Budget Amendment:

Increase Data Supplies .5202 - \$2,059  
Increase Computer Equipment .5712\_400 - \$38,437  
Decrease General Supplies .5201 - \$40,496





## 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.** 3000072703484.1  
**Total** \$33,405.30  
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
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	\$38.69	30	\$1,160.70
Dell adapter-USB Type-C to HDMI/VGA/Ethernet/USB 3.0 DA200	\$34.64	30	\$1,039.20
Dell Latitude 5410	\$1,040.18	30	\$31,205.40

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<b>Subtotal:</b>	<b>\$33,405.30</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$33,405.30</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$33,405.30</b>

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

		Qty	Subtotal
<b>Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black</b>	<b>\$38.69</b>	<b>30</b>	<b>\$1,160.70</b>

Estimated delivery if purchased today:

Jan. 14, 2021

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Targus Drifter Slipcase - Laptop carrying case - 15.6-inch - gray, black	A8685380	-	30	-

		Qty	Subtotal
<b>Dell adapter-USB Type-C to HDMI/VGA/Ethernet/USB 3.0 DA200</b>	<b>\$34.64</b>	<b>30</b>	<b>\$1,039.20</b>

Estimated delivery if purchased today:

Nov. 19, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell adapter-USB Type-C to HDMI/VGA/Ethernet/USB 3.0 DA200	470-ABQN	-	30	-

		Qty	Subtotal
<b>Dell Latitude 5410</b>	<b>\$1,040.18</b>	<b>30</b>	<b>\$31,205.40</b>

Estimated delivery if purchased today:

Dec. 18, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Latitude 5410 XCTO	210-AWLI	-	30	-
10th Generation Intel Core i5-10210U (4 Core, 6M cache, base 1.6GHz, up to 4.2GHz)	379-BDVI	-	30	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	30	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	30	-
Dell Data Protection Encryption Personal Digital Delivery	421-9984	-	30	-
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year	954-3455	-	30	-
Intel UHD Graphics 620 with Displayport over Type-C for Intel 10th Gen Core i5-10210U	338-BUPY	-	30	-
No Out-of-Band Systems Management - No vPro	631-ACKT	-	30	-
8GB,1x8GB, DDR4 Non-ECC	370-AFEH	-	30	-
M.2 256GB PCIe NVMe Class 35 2230 Solid State Drive	400-BIKC	-	30	-
LCD back cover for Latitude 5410/5411, WWAN Capable, Carbon Fiber Reinforced Polymer	320-BDRJ	-	30	-
RGB Camera and Microphone Bezel	325-BDRI	-	30	-
14" HD (1366 x 768) Anti-Glare Non-Touch, 220nits	391-BFBG	-	30	-

Dual Pointing, Touch Fingerprint Reader, Displayport over USB Type-C	346-BGDD	-	30	-
Dual Pointing US English Backlit Keyboard	583-BGXL	-	30	-
Wireless Intel AX201 WLAN Driver	555-BFRG	-	30	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	30	-
No Mobile Broadband Card	556-BBCD	-	30	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCKB	-	30	-
E5 65W 7.4mm Lot 6 PCR EPEAT, Liteon	492-BCWY	-	30	-
No Anti-Virus Software	650-AAAM	-	30	-
OS-Windows Media Not Included	620-AALW	-	30	-
E5 US Power Cord	450-AAEJ	-	30	-
Custom Configuration	817-BBBB	-	30	-
Regulatory Label, FCC	389-DPGZ	-	30	-
Dell Applications for Windows 10	658-BERY	-	30	-
System Shipment, Latitude 5410,K34	340-CPZL	-	30	-
Mix Model Packaging DAO	340-CPZM	-	30	-
Mix Model Packaging DAO	340-CPZN	-	30	-
Mix Model Packaging DAO	340-CPZO	-	30	-
Mix Model Packaging DAO	340-CPZP	-	30	-
Intel Core i5 Processor Label	340-COTH	-	30	-
No Option Included	340-ACQQ	-	30	-
No Resource DVD / USB	430-XXYG	-	30	-
ENERGY STAR Qualified	387-BBNO	-	30	-
BTO Standard Shipment (VS)	800-BBQK	-	30	-
No UPC Label	389-BCGW	-	30	-
No Removable CD/DVD Drive	429-AATO	-	30	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	30	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	30	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	30	-
Dell Limited Hardware Warranty	997-8317	-	30	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	30	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	30	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	30	-

<b>Subtotal:</b>	<b>\$33,405.30</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$33,405.30</b>

## Important Notes

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### 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](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto: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](http://www.dell.com/terms) or [www.dell.com/oemterms](http://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](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://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](http://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.



Pricing Proposal  
 Quotation #: 19689127  
 Created On: 11/12/2020  
 Valid Until: 11/30/2020

## HAYS COUNTY AUDITOR

### Marva Pearce

111 E SAN ANTONIO ST  
 STE. 100 - ATTN: A/P  
 SAN MARCOS, TX 78666  
 United States  
 Phone: (512) 393-2845  
 Fax:  
 Email: marva@co.hays.tx.us

## IAM

### Gregory Gonedes

SHI Government Solutions  
 3828 Pecana Trail  
 Austin, TX 78749  
 Send PO's to: Texas@shi.com  
 8008706079  
 5127320232  
 Phone: 800-870-6079  
 Fax: 512-732-0232  
 Email: gregory\_gonedes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Apple 10.2-inch iPad Wi-Fi - 8th generation - tablet - 128 GB - 10.2" IPS (2160 x 1620) - space gray Apple - Part#: MYLD2LL/A Contract Name: Apple Contract #: DIR-TSO-3838	10	\$404.00	\$4,040.00
2 Applecare+ For Ipad/Mini & Air Xerox - Part#: S6539LL/A Contract Name: Apple Contract #: DIR-TSO-3838	10	\$45.58	\$455.80
3 Apple Pencil - Stylus - for 10.2-inch iPad (7th generation); 10.5-inch iPad Air (3rd generation); 10.5-inch iPad Pro; 12.9-inch iPad Pro (1st generation, 2nd generation); 9.7-inch iPad (6th generation); 9.7-inch iPad Pro; iPad mini 5 Apple - Part#: MK0C2AM/A Contract Name: Apple Contract #: DIR-TSO-3838	10	\$89.76	\$897.60
4 UAG Rugged Case for iPad 10.2-in (7/8 Gen, 2019/2020) - Scout w/ Folio Black - Flip cover for tablet - black - for Apple 10.2-inch iPad (7th generation, 8th generation) Urban Armor Gear - Part#: 12191IB64040 Contract Name: Open Market Contract #: Open Market	10	\$26.60	\$266.00
5 Apple Smart - Keyboard and folio case - Apple Smart connector - QWERTY - US - for 10.2-inch iPad; 10.5-inch iPad Air (3rd generation); 10.5-inch iPad Pro Apple - Part#: MX3L2LL/A Contract Name: Apple Contract #: DIR-TSO-3838	10	\$143.10	\$1,431.00
Total			\$7,090.40

### Additional Comments

Xerox has a no returns policy. For all malfunction or DOA issues, service claims can be submitted directly to Xerox by calling 800-835-6100.

Apple has a no returns policy on all products

Further Detail on Apple:

Apple Products eligible for return will be limited to:

- Products that are visibly damaged in transit;
- Shipments that do not materially conform to your order; and
- Dead on Arrival Apple Products ("DOA") (DOA is classified as the product does not turn on out of the box)

Damaged in Transit/Erroneous Shipments. Apple must be notified within forty-eight (48) hours of receipt of any products damaged in transit and/or that do not materially conform to your order. The notice must include a description of the damage or discrepancy.

DOA. An Apple Product is considered DOA if it is visibly physically undamaged and inoperable upon first use out of the box or shows symptoms of hardware failure preventing basic operation prior to any network activation or initialization of installed software.

The following products will no longer be accepted for returns:

- Open box products, except products that are DOA;
- Closed box products, except products that are erroneously shipped or visibly damaged in transit; or
- iPhone accessories, unless the products are damaged in transit or erroneously shipped.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item. Where a line item is being resold as Open Market, the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#) govern.*

## 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 renewal of RFP 2018-P03 County Wide Plumbing Services with SI Mechanical for one (1) additional year as stated in the original bid.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 24, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

Various

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Tammy Crumley

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

All terms and conditions remain unchanged and in full force and effect as stated in the original bid. The Building Maintenance Department, Juvenile Detention Center, and Jail Division utilize this contract for plumbing services throughout the County as needed.

Attachment: SI Mechanical Renewal Letter





## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2273

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
*Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 10, 2020

SI Mechanical  
PO Box 1617  
Manchaca, Texas 78652

RE: Annual contract renewal

The annual contract for Countywide Plumbing Services, RFP 2018-P03 expires on November 30, 2020. This letter will serve as official notice that Hays County would like to exercise its third (3rd) option to renew the existing contract for one (1) additional year effective December 1, 2020-November 30, 2021, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

Signature

RICEY SULLIVAN

Printed Name

SI MECHANICAL LLC

Company

11-13-2020

Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

Ruben Becerra  
Hays County Judge

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

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

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 24, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CUTLER

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Attachments: FY2020 Equitable Sharing Report



## Equitable Sharing Agreement and Certification



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

**Type:** Sheriff's Office

### Agency Finance Contact

**Name:** Faulkner, Yvette

**Phone:** 512-393-7890

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

### Jurisdiction Finance Contact

**Name:** Villarreal-Alonzo, Marisol

**Phone:** 512-393-2283

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

### ESAC Preparer

**Name:** Faulkner, Yvette

**Phone:** 512-393-7890

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

**FY End Date:** 09/30/2020

**Agency FY 2021 Budget:** \$45,426,716.00

## Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$60,450.93	\$4,974.09
2	Equitable Sharing Funds Received	\$1,673.88	\$12,339.76
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$18,157.26	\$0.00
5	Interest Income	\$578.35	\$91.59
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$80,860.42	\$17,405.44
7	Equitable Sharing Funds Spent (total of lines a - n)	\$24,982.64	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$55,877.78	\$17,405.44

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

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

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$1,332.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$21,178.21	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$1,577.56	\$0.00
h	Law Enforcement Awards and Memorials	\$400.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$494.87	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$24,982.64	\$0.00

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds
Other-Insurance Proceeds	\$18,157.26	

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

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

**Privacy Act Notice**

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

**Single Audit Information****Independent Auditor****Name:** Janet Pitman, CPA**Company:** ABIP, PC**Phone:** 210-341-2581**Email:** jpitman@abipcpa.com

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

YES ☒ NO ☐

**Prior year Single Audit Number Assigned by Harvester Database: 839781**

## Affidavit

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

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

## Equitable Sharing Agreement

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

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

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

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

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

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

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

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

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

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

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

### Civil Rights Cases

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

☐ Yes ☒ No

### Agency Head

Name: Cutler, Gary

Title: Sheriff

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

### Governing Body Head

Name: Becerra, Ruben

Title: County Judge

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Extension Office to purchase one (1) replacement OptiPlex 7070 Desktop Computer valued at \$725.94 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2020	\$726

#### LINE ITEM NUMBER

001-660-00.5712\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jason Mangold	INGALSBE	N/A

#### SUMMARY

The Extension Office is requesting one replacement desktop computer for staff. The existing computer is no longer functional and is out of warranty. Funds are available within the Extension Office operating budget to fund this request.

Attachment: Dell Quote #3000072997633.1  
DIR Contract #DIR-TSO-3763

Budget Amendment:  
Increase Computer Equipment\_Ops: .5712\_400  
Decrease General Supplies: .5201





## 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](#).

<b>Quote No.</b>	<b>3000072997633.1</b>
<b>Total</b>	<b>\$725.94</b>
Customer #	9657350
Quoted On	Nov. 11, 2020
Expires by	Dec. 11, 2020
Deal ID	17318888

Sales Rep	Chris Minchew
Phone	(800) 456-3355, 6180234
Email	Chris_Minchew@Dell.com
<b>Billing To</b>	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

<b>Shipping To</b>	<b>Shipping Method</b>
INFORMATION TECHNOLOGY HAYS COUNTY 712 SOUTH STAGECOACH TRAIL STE 1206 SAN MARCOS, TX 78666 (512) 393-2273	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 7070 SFF MLK	\$725.94	1	\$725.94

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<b>Subtotal:</b>	<b>\$725.94</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$725.94</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$725.94</b>

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

## Shipping Group Details

### Shipping To

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

### Shipping Method

Standard Delivery

			Qty	Subtotal
<b>OptiPlex 7070 SFF MLK</b>		<b>\$725.94</b>	<b>1</b>	<b>\$725.94</b>
Estimated delivery if purchased today: Dec. 03, 2020 Contract # C000000006841 Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Optiplex 7070 SFF XCTO	210-ASEC	-	1	-
Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W)	338-BNZU	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Productivity Software	630-AAPK	-	1	-
8GB (1x8GB) DDR4 non-ECC Memory	370-AEBK	-	1	-
NO RAID	817-BBBN	-	1	-
3.5 inch 500GB 7200rpm SATA Hard Disk Drive	400-AWFO	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
OptiPlex 7070 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEJY	-	1	-
ODD Bezel, Small Form Factor	325-BCXP	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1	-
Cyberlink Software for Windows 10 without media	430-XYIX	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
No Media Card Reader	379-BBHM	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
No Stand Option	575-BBBI	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
No Cove	320-BCGK	-	1	-
Dell Applications for Windows	658-BBLB	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Software for OptiPlex 7070	658-BEHB	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Not ENERGY STAR Qualified	387-BBCG	-	1	-
Placemat for OptiPlex 7070 SFF	750-ABKW	-	1	-

No UPC Label	389-BCGW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
No CompuTrace	461-AABF	-	1	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	1	-
Shipping Label for DAO	389-BBUU	-	1	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1	-
EPA Regulatory Label	389-DQJX	-	1	-
No Intel Responsive	551-BBBJ	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
2nd Intel Gigabit NIC PCIe Card (Low Profile)	555-BFBF	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No Additional Add In Cards	382-BBHX	-	1	-
No Optane	400-BFPO	-	1	-
Intel vPro Technology Enabled	631-ACCZ	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	1	-

<b>Subtotal:</b>	<b>\$725.94</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$725.94</b>

## Important Notes

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### 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](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto: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](http://www.dell.com/terms) or [www.dell.com/oemterms](http://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](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://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](http://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

Approve Utility Permits.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 24, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

JONES

#### CO-SPONSOR

BECERRA

#### SUMMARY

Permit #:	Road Name (PCT #):	Utility Company:	Type:
TRN-2020-4017-UTL	16649 IH35/Marlstone	RYNO Utilities (Water)	Trench/Road Cut
TRN-2020-4036-UTL	Main Street	Beckett Electrical Serv. (Elec.)	Trench



## Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

### UTILITY PERMIT APPROVAL LETTER

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

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

#### General Special Provisions:

1. Construction of this line will begin on or after 11/16/2020 .

#### Utility Company Information:

Name: RYNO UTILITIES  
Address: 11824 Lima Dr Manor TX  
Phone: 5126509476  
Contact Name: yanell mondragon

#### Engineer / Contractor Information:

Name: top notch bullders  
Address: 11917 OAK KNOLL DR austin 78759  
Phone: 5129058228  
Contact Name: Soef Maknojiya

#### Hays County Information:

Utility Permit Number: TRN-2020-4017-UTL  
Type of Utility Service: domestic line and two fir hydrants  
Project Description:  
Road Name(s): marlstone trail,,,,,,  
Subdivision:  
Commissioner Precinct:

What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "M. B. B.", written over a horizontal line.

Signature

Engineering Technician

Title

11/18/2020

Date

# MARLSTONE RETAIL CENTER

## MARLSTONE TRAIL & IH 35

### BUDA, TEXAS 78610

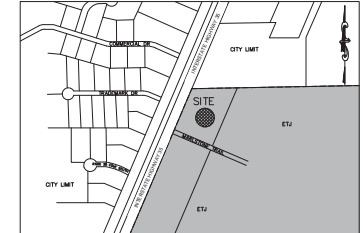
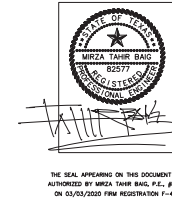
#### EXTRA TERRITORIAL JURISDICTION

CLIENT  
**THREE STARS INVESTMENT INC.**  
11421 SHOREVIEW OVERLOOK, AUSTIN, TEXAS 78732  
(512) 203-5049

CONSULTING ENGINEERS  
**PROFESSIONAL StruCIVIL ENGINEERS**  
CONSULTING CIVIL AND STRUCTURAL ENGINEERS  
2205 W. PARKER LN, SUITE 201, AUSTIN, TX 78727  
(512) 238-6422 PSCE@PSCINC.COM

- LIST OF DRAWINGS
1. COVER SHEET
  2. GENERAL NOTES
  3. FINAL PLAT
  4. EXISTING SURVEY
  5. DIMENSIONAL SITE PLAN
  6. GRADING AND STORM SEWER PLAN
  7. EROSION/SEDIMENTATION/ T.P. PLAN
  8. LANDSCAPE PLAN
  9. LANDSCAPE CALCULATIONS & SPECIFICATIONS
  10. UTILITY SITE PLAN
  11. FIRE PROTECTION PLAN
  12. DRAINAGE AREA MAP
  13. DETENTION & WATER QUALITY POND
  14. DETENTION & WATER QUALITY POND SECTIONS
  15. WATER QUALITY PONDS DETAILS
  16. WASTEWATER PLAN AND PROFILE
  17. GENERAL DETAILS
  18. GENERAL DETAILS
  19. GENERAL DETAILS
  20. HMI 1
  21. HMI 2
  22. TxDOT STANDARD DETAILS
  23. TxDOT STANDARD DETAILS
  24. PHOTOMETRIC SITE PLAN
  25. STORM AND CULVERT PROFILE
  26. ARCHITECTURAL BUILDING ELEVATIONS
  27. ARCHITECTURAL BUILDING ELEVATIONS

- UTILITY NOTES
- 1) WATER UTILITY SERVICE  
GOFORTH SPECIAL UTILITY DISTRICT.  
8900 NIEDERWALD STRAASE, KYLE, TEXAS 78640  
(512) 376-5695
  - 2) WASTEWATER UTILITY SERVICE  
SOUTH BUDA WCID NO. 1  
500 N CAPITAL OF TEXAS HWY, BLDG. 1, SUITE 125,  
AUSTIN, TEXAS 78746  
(512) 452-1990
  - 3) ELECTRIC UTILITY SERVICE  
PEDERNALES ELECTRIC COOPERATIVE  
1810 FM 150 WEST, KYLE, TEXAS 78640  
(888) 554-4732
  - 4) GAS UTILITY SERVICE  
CENTRALPOINT ENERGY  
P.O. BOX 4981, HOUSTON, TEXAS 77210  
(800) 427-7142



SITE LOCATION MAP

DATE OF SUBMITTAL: PROJECT TITLE: MARLSTONE RETAIL CENTER  
STREET ADDRESS: MARLSTONE TRAIL & IH 35, BUDA, TX  
PROPERTY OWNER: THREE STARS INVESTMENT INC.  
11421 SHOREVIEW OVERLOOK, AUSTIN, TX 78732  
CONTACT: NASRUDDIN MAHESANIA 512-203-5049  
DESIGNER COMPANY: PROFESSIONAL StruCIVIL ENGINEERS, INC.  
2205 W. PARKER LN., SUITE 201, AUSTIN, TEXAS 78727  
(512) 238-6422  
CONTACT: MIRZA TAHIR BAIG  
SURVEYOR: ALLSTAR SURVEYORS  
9020 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729  
512 249-8149  
NAME OF WATERSHED: PLUM CREEK  
100-YEAR FLOOD PLAIN: THIS PROPERTY IS LOCATED OUTSIDE THE 100 YEARS FLOOD PLAN AS (ZONE "X")  
SHOWN ON THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY  
MAP, PANEL NO. 48209C0280F, SEPTEMBER 02, 2005.  
LEGAL DESCRIPTION OF: A0239 GEORGE HERDER SURVEY, TRACT3, ACRES 6.003.  
RECHARGE ZONE: THIS SITE IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE.

REVIEWED BY: CITY OF BUDA DATE

APPROVED BY: FIRE MARSHAL DATE

APPROVED BY: GOFORTH S.U.D. DATE

APPROVED BY: HAYS COUNTY DATE

APPROVED BY: SOUTH BUDA WCID NO. 1 DATE

REVISIONS / CORRECTIONS							
NO.	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NOS.	TOTAL NO OF SHEETS IN PLAN SET	NET CHANGE IMP. COVER SQ.FT.	TOTAL SITE IMP. COVER SQ.FT. / %	CITY OF BUDA APPROVAL / DATE	DATE IMAGED

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS  
REMAINS WITH THE ENGINEER WHO PREPARED THEM.  
IN REVIEWING THESE PLANS, THE CITY OF BUDA MUST RELY  
UPON THE ADEQUACY OF THE WORK OF THE DESIGN  
ENGINEER. REVIEW OF THE SUBMITTED MATERIALS DOES NOT  
CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION  
AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE  
ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE  
COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER  
SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED  
FOR ORDINANCE COMPLIANCE BY THE CITY ENGINEER.

SITE PLAN APPROVAL SHEET 1 OF 27  
FILE NUMBER: APPLICATION DATE: \_\_\_\_\_  
APPROVED BY COMMISSION OR: N/A UNDER THE CITY OF BUDA  
UNIFIED DEVELOPMENT CODE.  
EXPIRATION DATE: CASE MANAGER: \_\_\_\_\_  
CITY ENGINEER, CITY OF BUDA  
RELEASED FOR GENERAL COMPLIANCE: ZONING: N/A  
REV. 1 CORRECTION 1  
REV. 2 CORRECTION 2  
REV. 3 CORRECTION 3  
FINAL PLAT MUST BE RECORDED BY THE PROJECT EXPIRATION DATE, IF APPLICABLE.  
SUBSEQUENT SITE PLANS WHICH DO NOT COMPLY WITH THE CODE CURRENT AT THE  
OF FILING, AND ALL REQUIRED BUILDING PERMITS AND/OR A NOTICE OF CONSTRUCTION  
IF A BUILDING PERMIT IS NOT REQUIRED, MUST ALSO BE APPROVED PRIOR TO THE  
PROJECT EXPIRATION DATE.

SITE DEVELOPMENT NUMBER 2019-225



100 0 100 200 300  
GRAPHIC SCALE ( IN FEET )  
1 inch = 100 ft.



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# CITY OF BUDA UTILITY CONSTRUCTIONS NOTES: FOR WASTEWATER ONLY

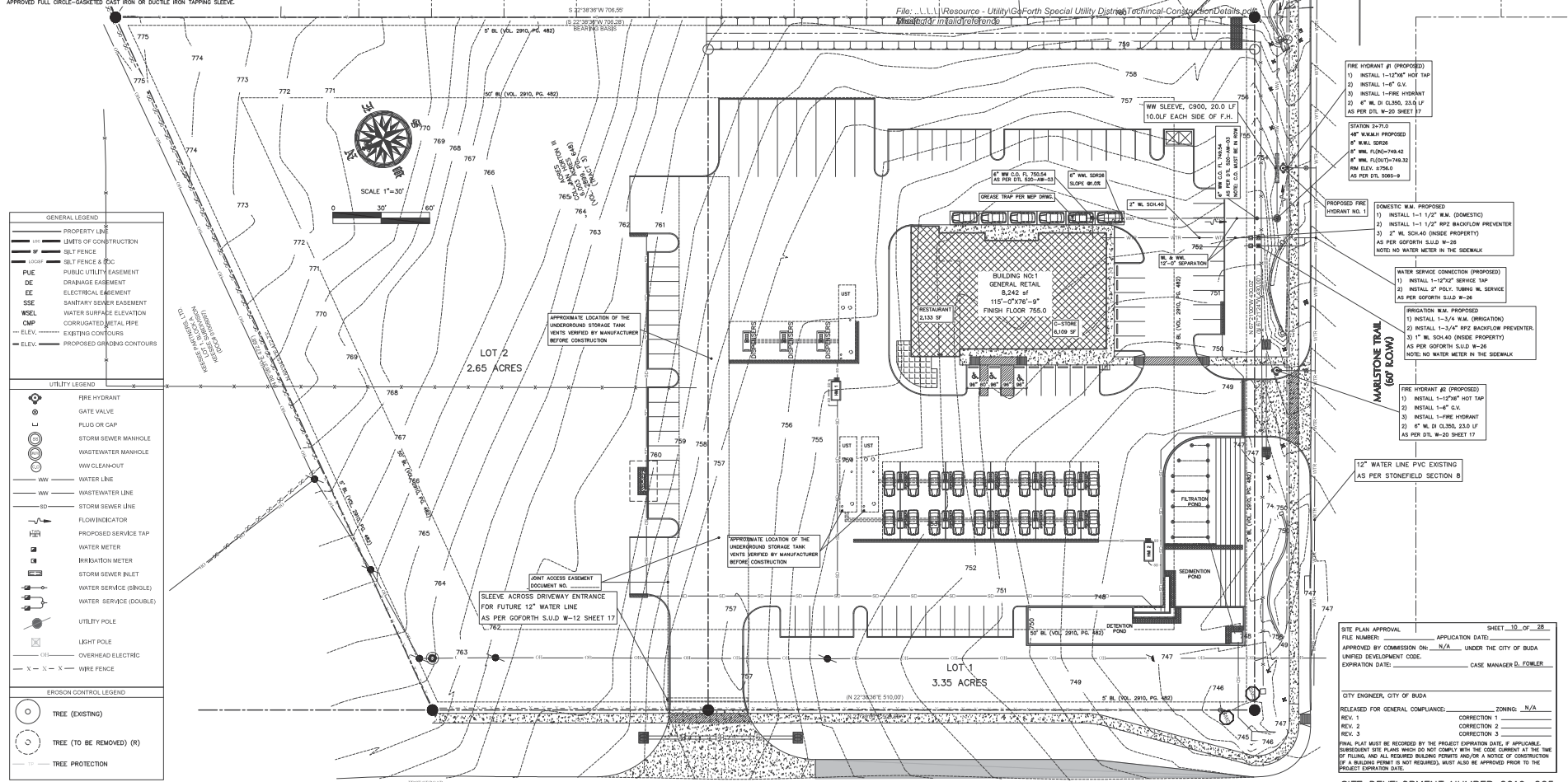
1. THE CITY STANDARD CONSTRUCTION SPECIFICATIONS CURRENT AT THE TIME OF BIDDING SHALL COVER MATERIAL AND METHODS USED TO DO THIS WORK.
2. CONTRACTOR MUST OBTAIN A STREET CUT PERMIT FROM THE CITY OF BUDA BEFORE BEGINNING CONSTRUCTION WITHIN THE RIGHT-OF-WAY OF A PUBLIC STREET OR ALLEY.
3. AT LEAST 48 HOURS BEFORE BEGINNING ANY WATER AND WASTEWATER CONSTRUCTION IN PUBLIC R.O.W. OR PUBLIC EASEMENT, THE CONTRACTOR SHALL NOTIFY THE CITY OF BUDA PUBLIC WORKS.
4. THE CONTRACTOR SHALL CONTACT THE AUSTIN AREA "ONE CALL" SYSTEM AT 1-800-344-8377 FOR EXISTING UTILITY LOCATIONS PRIOR TO ANY EXCAVATION IN ADVANCE OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES TO BE EXTENDED, TIED TO, OR ALTERED, OR SUBJECT TO DAMAGE/CONSEQUENCE BY THE CONSTRUCTION OPERATIONS. THE CITY OF BUDA WATER AND WASTEWATER MAINTENANCE RESPONSIBILITY ENDS AT R.O.W./EASEMENT LINES.
5. NO OTHER UTILITY SERVICE/APPROPRIATENESS SHALL BE PLACED NEAR THE PROPERTY LINE, OR OTHER ASSIGNED LOCATION DESIGNATED FOR WATER AND WASTEWATER UTILITY SERVICE THAT WOULD INTERFERE WITH THE WATER AND WASTEWATER SERVICES.
6. THE CITY SPECIFICATION ITEM 509S WILL BE REQUIRED AS A MINIMUM TRENCH SAFETY MEASURE.
7. ALL MATERIALS TESTS, INCLUDING SOIL DENSITY TESTS AND DETAILED SOIL ANALYSES, SHALL BE CONDUCTED BY AN INDEPENDENT LABORATORY AND FUNDED BY THE OWNER IN ACCORDANCE WITH CITY STANDARD SPECIFICATION ITEM 180A(4).
8. PRESSURE TAPS SHALL BE IN ACCORDANCE WITH CITY STANDARD ITEM 510.3(24). THE CONTRACTOR SHALL PERFORM EXCAVATION ETC. AND SHALL FURNISH, INSTALL AND AIR TEST THE SLURRY AND VALVE, WHEN CONTRACTORS MAKE THE TAP. A CITY INSPECTOR MUST BE PRESENT AND 2 WORKING DAYS (MIN) NOTICE MUST BE GIVEN. "SIZE ON SIPS" TAPS WILL NOT BE PERMITTED, UNLESS, IT HAS BEEN DEMONSTRATED THAT A MORE ACCEPTABLE CONNECTION WOULD INVOLVE CONSIDERABLE HANDSAW TO THE UTILITY SYSTEM. ALL TAPS SHALL BE MADE BY USE OF AN APPROVED FULL CIRCLE-GASBETED CUT.

9. SHIELD RESTRAINT SHALL BE IN ACCORDANCE WITH CITY STANDARD SPECIFICATION ITEM 510.3(22).
10. ALL BRANCH CONNECTIONS SHALL HAVE THE VALVE BOLTED TO THE MAIN BY METHOD OF FLANGE OR SNIWEL TEES. FOSTER ADAPTORS MAY BE USED IN LIEU OF FLANGE OR SNIWEL TEES WHEN CALLED OUT ON THE PLANS BY THE DESIGN ENGINEER.
11. A) FIRE HYDRANTS SHALL BE SET IN ACCORDANCE WITH CITY STANDARD SPECIFICATION ITEM 511.5(A, B). FIRE HYDRANTS SHALL BE PAINTED FLINT ALUMINUM OR EQUAL.
12. WATER LINE TESTING AND STERILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH CITY STANDARD SPECIFICATION ITEMS 510.3 (27)-(29). FORCE MAIN PRESSURE TESTING SHALL BE CONDUCTED AND FALL UNDER THE SPECIFICATIONS AS WATER LINES (PRESSURE PIPE) OR AT THE PRESSURE SHOWN ON THE APPROVED PLANS.
13. ALL MATERIAL USED ON THIS PROJECT MUST BE LISTED ON THE STANDARD PRODUCTS LISTING. ANY MATERIAL NOT LISTED HAS TO GO THROUGH THE CITY OF BUDA CITY ENGINEER FOR REVIEW AND APPROVAL. BEFORE TO START OF PROJECT, TESTING AND EVALUATION OF PRODUCTS ARE REQUIRED BEFORE APPROVAL. WILL BE GIVEN ANY CONSIDERATION.
14. WHEN WATER SERVICES ARE DAMAGED, THE SERVICE SHALL BE REPLACED FULL LENGTH WITH PE. NOTE: FULL LENGTH IS FROM BALL VALVE TO METER.
15. WHEN AN EXISTING WATERLINE SHUTOUT IS NECESSARY AND POSSIBLE, THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION INSPECTOR WHO WILL THEN NOTIFY THE CITY OF BUDA PUBLIC WORKS AND THE AFFECTED CUSTOMERS A MINIMUM OF SEVENTY-TWO (72) HOURS IN ADVANCE.
16. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION INSPECTOR SO THAT HE CAN NOTIFY THE CITY OF BUDA PUBLIC WORKS AT A MINIMUM OF 72 HOURS PRIOR TO RELOCATING ANY DOMESTIC OR FIRE DEMAND WATER METERS. THE CONTRACTOR SHALL CAREFULLY REMOVE ALL METERS AND METER BOXES THAT ARE INDICATED TO BE RELOCATED OR SALVAGED. THE CONTRACTOR SHALL INSTALL THE REMOVED METER OR CITY PROVIDED METER AT THE NEW LOCATION INDICATED ON THE CONSTRUCTION PLANS.

17. ALL MANHOLES IN UNPAVED AREAS PROVIDING DIRECT ACCESS TO A WASTEWATER LINE SHALL BE WATERPROOF AND BEAR THE MORING AND HISSING FOR THE CITY OF BUDA.
18. THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL LOCATIONS OF EXISTING UTILITIES PRIOR TO STARTING ON-SITE UTILITY WORK.
19. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. APPROVAL OF THESE PLANS BY THE CITY OF BUDA DOES NOT REMOVE THEIR RESPONSIBILITIES.
20. REVIEW BY THE CITY OF BUDA WATER UTILITY APPLIES ONLY TO FACILITIES WITHIN PUBLIC STREETS OR PUBLIC UTILITY EASEMENTS. ALL OTHER WATER AND WASTEWATER FACILITIES INSIDE PRIVATE PROPERTY ARE UNDER THE JURISDICTION OF BUILDING INSPECTOR.

## GO FORTH UTILITY NOTES: FOR WATER ONLY

1. APPROVED BEDDING MATERIAL FOR GO FORTH IS 3/8" PEA GRAVEL OR SMALLER OR MANUFACTURED SAND (NO EQUIVALENTS). SHALL BE PLACED FROM BOTTOM OF TRENCH TO 12 ABOVE PIPE.
2. VALVE STEM RISERS (VALVE EXTENSIONS) ARE REQUIRED ON ALL VALVES AND THE EXTENSION NUT SHALL BE INSTALLED WITHIN ONE FOOT OF FINISHED GRADE.
3. PIPE DOPE IS NOT ALLOWED ON ANY FITTINGS. TEFLON TAPE IS REQUIRED.
4. VALVES SHALL BE TIED TO FITTINGS WITH FOSTER ADAPTERS.



THE SEAL APPEARING ON THIS DOCUMENT HAS BEEN APPROVED BY MICHAEL J. STRUCVILL, P.E., LICENSED PROFESSIONAL ENGINEER, STATE OF TEXAS, LICENSE NO. 65377. EXPIRATION DATE: 06/30/2025. FIRM REGISTRATION: F-4991.

PROJECT: 30495

DATE: 10/28/2019

BY: [Signature]

CHECKED: [Signature]

DESIGNED: [Signature]

IN CHARGE: [Signature]

PROJECT: 30495

DATE: 10/28/2019

BY: [Signature]

CHECKED: [Signature]

DESIGNED: [Signature]

IN CHARGE: [Signature]

PROJECT: 30495

DATE: 10/28/2019

BY: [Signature]

CHECKED: [Signature]

DESIGNED: [Signature]

IN CHARGE: [Signature]



## Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

### UTILITY PERMIT APPROVAL LETTER

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

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

#### General Special Provisions:

1. Construction of this line will begin on or after 11/25/2020 .

#### Utility Company Information:

Name:  
Address: TX  
Phone:  
Contact Name:

#### Engineer / Contractor Information:

Name: Beckett Electrical Services, LLC  
Address: PO Box 81381 Austin 78708  
Phone: 5128010139  
Contact Name: Jeremy Brister

#### Hays County Information:

Utility Permit Number: TRN-2020-4036-UTL  
Type of Utility Service: branch circuit for HOA pole lighting  
Project Description:  
Road Name(s): Main Street, , , , , ,  
Subdivision:  
Commissioner Precinct:

What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department  
The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "M. Brister".

Signature

Engineering Technician

Title

11/18/2020

Date









## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the purchase of Add-On Furniture parts valued at \$2,408.29 from Workplace Resources for the Public Safety Building; utilizing 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 24, 2020	\$2,409

#### LINE ITEM NUMBER

006-852-94-201.5711\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Add-on parts and labor are not part of the State/Co-op contracts and requires a component part discretionary exemption per Local Government Code, Ch. 262.024(a)(7)(D).

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Cutler	INGALSBE	SHELL

#### SUMMARY

On March 10, 2020 the court authorized purchases from Workplace Resources for furniture needed for the new Public Safety Building. Upon receipt of previously ordered furniture, it was determined that some additional parts were needed to complete the installation and move of all furniture. Funds are available in the Public Safety Bond Fund for these expenses.

Attachment: Workplace Resources Quote #01190497-6  
(add on parts and labor are considered aftermarket items  
and are not part of the State or Co-op contracts previously utilized)

**Quote# 01190497-6**  
**HAYS CO / PSB / ADDON PARTS**  
**Pricing Valid for 30 Days**

Item	Qty.	Product		Unit	Extended
<b>Alias 1: OFS</b>					
1	3	<b>1083613</b>	<i>List:</i>	\$17.25	\$51.75
			<i>Sell:</i>	\$17.25	\$51.75
		Coat Rod - Metal material, 2500mm in length (1 full length rod provides approx. 3 coat rods)	<i>Sell Discount %:</i>		0.00
2	8	<b>1000138</b>	<i>List:</i>	\$1.75	\$14.00
			<i>Sell:</i>	\$1.75	\$14.00
		Coat Rod end brackets need 2 per rod, set of 2 included	<i>Sell Discount %:</i>		0.00
3	8	<b>1000781</b>	<i>List:</i>	\$6.88	\$55.04
			<i>Sell:</i>	\$6.88	\$55.04
		1000781 - SCREW 6 X .625 QUADREX PAN HEAD D/T BLACK, need two per bracket this would be enough for two brackets	<i>Sell Discount %:</i>		0.00
4	23	<b>1835322-GRPH</b>	<i>List:</i>	\$12.50	\$287.50
			<i>Sell:</i>	\$12.50	\$287.50
		Parallel Pull in Graphite finish	<i>Sell Discount %:</i>		0.00
5	23	<b>1750136</b>	<i>List:</i>	\$0.00	\$0.00
			<i>Sell:</i>	\$0.00	\$0.00
		Pull screws	<i>Sell Discount %:</i>		0.00
6	1	<b>FREIGHT</b>	<i>List:</i>	\$125.00	\$125.00
			<i>Sell:</i>	\$125.00	\$125.00
		OFS FREIGHT	<i>Sell Discount %:</i>		0.00
<b>Subtotal:</b>				<i>List:</i>	\$533.29
				<i>Sell:</i>	<b>\$533.29</b>
<b>Alias 1: SOI</b>					
7	1	<b>C-13</b>	<i>List:</i>	\$17.50	\$17.50
			<i>Sell:</i>	\$17.50	\$17.50
		Casters - set of 4	<i>Sell Discount %:</i>		0.00
8	1	<b>CASTER INSERTS</b>	<i>List:</i>	\$7.50	\$7.50
			<i>Sell:</i>	\$7.50	\$7.50
		Caster Inserts	<i>Sell Discount %:</i>		0.00
<b>Subtotal:</b>				<i>List:</i>	\$25.00
				<i>Sell:</i>	<b>\$25.00</b>
<b>Alias 1: z_Services</b>					
9	1	<b>LABOR</b>	<i>List:</i>	\$1,850.00	\$1,850.00
			<i>Sell:</i>	\$1,850.00	\$1,850.00
		Receive, Deliver and Install During Normal Business Hours	<i>Sell Discount %:</i>		0.00
<b>Subtotal:</b>				<i>List:</i>	\$1,850.00
				<i>Sell:</i>	<b>\$1,850.00</b>
<b>Total:</b>				<i>List:</i>	\$2,408.29
				<i>Sell:</i>	<b>\$2,408.29</b>

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize payment to Cellular Controlled Products for the Feral Hog Abatement grant program in which no purchase order was issued as required per County Purchasing Policy and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2020	\$599.40

#### LINE ITEM NUMBER

001-899-99-109.5411

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The feral hog program consists of controlled wireless traps which has an equipment maintenance fee for service. Funds are available within with grant budget to cover this expenditure.

##### Budget Amendment:

Decrease .5448 Contract Services (\$600)

Increase .5411 Equipment Maintenance and Repair \$600

Attachment: Cellular Controlled Products\_Invoice 25795



# Cellular Controlled Products

Home of CellGate

2150 Chenault  
Carrollton, TX 75006  
Phone: (855) 694-2837

## Invoice

Ext ofc

Invoice Date:	Invoice #:
11/1/2020	25795

Bill To:

Ship To Address:

209

Hays County  
712 S. Stagecoach Trail Suite 1071  
San Marcos, TX 78666



Acct#	P.O. Number	Terms	Due Date
1592		Net 15	11/16/2020

Description	Device ...	Months	Price Ea.	Amount
Monthly Service Fee: Wireless Traps Hog Delayed	20850	12	49.95	599.40T
RECEIVED IN THE OFFICE OF HAYS COUNTY AUDITOR NOV 06 2020				
NOV 17 2020				

Subtotal	\$599.40
Sales Tax (0.0%)	\$0.00
Total	\$599.40
Payments/Credits	\$0.00
Balance Due	\$599.40

Please make checks payable to:  
Cellular Controlled Products.  
e-mail for billing inquiries:  
billing@cell-gate.com

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Office of Emergency Services to purchase 6 Axon Cradlepoint Devices valued at \$10,674.00 utilizing CRF Funds and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2020	\$10,674

#### LINE ITEM NUMBER

009-763-99-131.5712\_400

#### 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 requested devices will allow OES to access internet from mobile response vehicles in support of Covid-19 response and vaccine support/recovery.

Attachment: Axon Proposal Q-274996-44137.950PS  
BuyBoard Contract #568-18

Budget Amendment:  
Increase Computer Equipment .5712\_400  
Decrease General Supplies .5201



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-274996-44137.950PS**

Issued: 11/02/2020



Quote Expiration: 11/15/2020

Account Number: 502199

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Marva Pearce  
Hays County Fire Marshal - TX  
2171 Yarrington Road Suite 300  
Kyle, TX 78640  
US

**BILL TO**

Hays County Fire Marshal - TX  
2171 Yarrington Road  
Suite 300  
Kyle, TX 78640  
US

**SALES REPRESENTATIVE**

Pipere Smith  
Phone: 480-905-2045  
Email: psmith@axon.com  
Fax: 480-905-2045

**PRIMARY CONTACT**

Marva Pearce  
Phone: (512) 393-7300  
Email:

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		6	1,509.00	1,509.00	9,054.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		6	270.00	270.00	1,620.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		6	0.00	0.00	0.00
					Subtotal	10,674.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	10,674.00
<b>Grand Total</b>						<b>10,674.00</b>

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Pipere Smith at [pismith@axon.com](mailto:pismith@axon.com) or fax to 480-905-2045

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

## 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 Ozona Bank to release bank statements for the period of October 1, 2017 through present to the Hays County Treasurer and Hays County Auditor.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 24, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Britney Richey

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Authorize Ozona Bank to release bank statements for the Hays County Constable Precinct 3 LEOSE account for the period of October 1, 2017 through present to the Hays County Treasurer and Hays County Auditor.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Office of Emergency Services to accept a \$4,942.30 proposal from The Move Team to relocate a Rolling File System and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2020	\$4,943

#### LINE ITEM NUMBER

170-657-00.5448

#### 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 OES Department currently utilizes a Rolling File System that is located at the Broadway Building in San Marcos. The filing system houses all OES safety gear and equipment and requires specialized equipment in order to breakdown and relocate. Funds budgeted in the Infrastructure Improvement Fund for an office remodel for OES is no longer needed and available to fund this request.

Attachment: The Move Team Quote  
BuyBoard Contract #559-18

Budget Amendment:  
Increase Contract Services .5448  
Decrease Misc. Capital Improvements .5741

**The Move Team Buy Board # 559-18 Rate**  
**Hays Co Project: EOM Rolling Shelves Knock Down, Relo, Reinstall**

Item #	Unit		Rate		Total Unit Hours	Extended Total
L101	Project Manager	Hr	\$ 60.00	\$ 90.00		\$ -
L102	Technical Manager	Hr	\$ 60.00	\$ 90.00	18	\$ 1,080.00
L103	Supervisor	Hr	\$ 40.00	\$ 60.00	18	\$ 720.00
L104	Driver	Hr	\$ 32.00	\$ 48.00	18	\$ 576.00
L105	Installer	Hr	\$ 33.00	\$ 49.50	36	\$ 1,188.00
L106	Mover	Hr	\$ 28.00	\$ 42.00	18	\$ 504.00
V101	Bobtail	Hr	\$ 33.00	\$ 33.00	0	\$ -
V101.1	Bobtail (Daily Minimum)	Day	\$ 200.00	\$ 200.00	3	\$ 600.00
V102	Pack Truck	Hr	\$ 30.00	\$ 30.00		\$ -
V102.1	Pack Truck (Daily Minimum)	Day	\$ 180.00	\$ 180.00		\$ -
V103	Moving Van	Day	\$ 85.00	\$ 85.00		\$ -
V104	Crew Van	Day	\$ 65.00	\$ 65.00		\$ -
C101	Packing/Moving Crates	EA @9	\$ 2.50	\$ 2.50		\$ -
C102	Crate Dollies (4 crates/1 dolly)	EA @ 9	\$ 0.25	\$ 0.25		\$ -
C103	Crate Delivery (1-100)	Ea	\$ 150.00	\$ 150.00		\$ -
C104	Crate Delivery (101-199)	Ea	\$ 200.00	\$ 200.00		\$ -
C105	Crate Delivery (200+)	Per	\$ 1.00	\$ 1.00		\$ -
C106	Crate Pick Up (1-100)	Ea	\$ 150.00	\$ 150.00		\$ -
C107	Crate Pick Up (101-199)	Ea	\$ 200.00	\$ 200.00		\$ -
C108	Crate Pick Up (200+)	Per	\$ 1.00	\$ 1.00		\$ -
E101	Gondolas	Ea	No Charge	No Charge	10	\$ -
E102	Panel Carts	Ea	No Charge	No Charge	6	\$ -
E103	Book Carts	Ea	No Charge	No Charge		\$ -
E104	Machine Carts	Ea	No Charge	No Charge		\$ -
E105	Plastic Tape	Ea	\$ 8.75	\$ 8.75	4	\$ 35.00
E106	Blue Tape	Ea	\$ 3.95	\$ 3.95	1	\$ 3.95
E107	Technology/Data Bags	Ea	\$ 1.25	\$ 1.25		\$ -
E108	Monitor Protectors	Ea	\$ 2.00	\$ 2.00		\$ -
E109	Per Project Equipment/Shop Fee	% of	5%	5%		\$ 235.35
						\$ 4,942.30

*Additional project specific consumables, specialty equipment, or subcontracts are billable at cost plus 20%, plus acquisition fees at supervisors hourly rate*

## 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 extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 90 days (February 28, 2021) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2020	\$15,000

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey	BECERRA	N/A

#### SUMMARY

The four (4) year contract for Bank Depository expired on May 31, 2020. A new solicitation was issued on April 21, 2020 (RFP 2020-P010) and the County received one response. The court has previously authorized two contract extensions with Sage Bank (through November 30, 2020) in an effort to negotiate and secure a new bank depository contract. The Treasurer has been unable to successfully negotiate a contract that would meet the needs of the County, therefore requested a third extension with Sage Bank through February 28, 2021 to allow Hays County to resolicit and secure a new contract.

##### Budget Amendment:

Increase Treasurer Bank Depository Fees - 001-620-00.5310

Possible Funding Source - Co Wide Contingences - 001-645-00.5399





## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2273

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
*Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

November 19, 2020

Sage Capital Bank, N.A.  
Gonzales, TX 78629

RE: Contract Extension

The contract extension for Bank Depository, RFP 2016-P06 expires on November 30, 2020 and has no renewal options. Hays County would like to temporarily extend the current contract extension for a period not to exceed 90 days while a new contract is secured. This contract extension will be with the following conditions: Sage Bank will not pay any interest on the accounts, Pledged securities will be by Federal Home Loan Bank letter of credit to sufficiently collateralize all existing and expected deposits during tax season and the County will pay for the letter of credit fee, and Sage bank will assess a \$5,000.00 monthly service charge. This extension will expire upon the execution of a new contract pursuant to a new contract or on February 28, 2021, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) and return original to the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

Signature

Michael Murphy

Printed Name

Sage Capital Bank  
Company

November 20, 2020

Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

Ruben Becerra  
Hays County Judge

## 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-B04 Lawn & Landscape Services and authorize Purchasing to solicit for proposals and advertise.

#### ITEM TYPE

CONSENT

#### MEETING DATE

November 24, 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

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Hays County (County) is soliciting for a vendor to perform lawn & landscape services for multiple locations within Hays County. The vendor shall perform grounds maintenance services to include mowing, edging, trimming, shrub & ground cover trimming, weed control, plant debris/litter patrol, fertilization, and irrigation.

#### Attached:

IFB 2021-B04 Lawn & Landscape Solicitation

Attachment A: IFB 2021-B04 Bid Form



## SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2021-B04  
Lawn & Landscape Services

Date Issued: November 26, 2020

### SOLICITATION

Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:

**1:00 p.m. local time December 17, 2020.**

**Proposals received after the time and date set for submission will be returned unopened.**

For information please email:  
[purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

Questions concerning this IFB must be  
received in writing no later than 5:00  
on December 9, 2020.

Phone No.: (512) 393-2283

### 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

## Table of Contents

Solicitation, Offer and Award.....	1
I. IFB Submittal Checklist.....	3
II. Summary .....	4
III. Specifications .....	6
A. Introduction.....	6
B. Scope of Work .....	6
C. Qualifications.....	9
D. Proposed Cost of Services .....	9
E. Frequency of Services Chart.....	9
F. Submittal Requirements.....	10
G. Award of Contract .....	11
H. Warranty of Performance .....	11
IV. General Terms and Conditions for Solicitations .....	13
V. Vendor Reference Form.....	22
VI. Certificate of Interested Parties.....	23
VII. Conflict of Interest Questionnaire .....	24
VIII. Code of Ethics .....	26
IX. HUB Practices.....	27
X. House Bill 89 Verification.....	29
XI. Senate Bill 252 Certification.....	30
XII. Debarment & Licensing Certification.....	31
XIII. Vendor/Bidder's Affirmation .....	32
XIV. Related Party Disclosure Form.....	33
Attachment A: IFB 2021-B04 Bid Form	

## 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. Debarment & Licensing Certification signed and notarized
- \_\_\_ 10. Vendor/Bidder's Affirmation completed and signed
- \_\_\_ 11. Related Party Disclosure Form
- \_\_\_ 12. Mandatory Bid Form: Attachment A
- \_\_\_ 13. Any addenda applicable to this solicitation
- \_\_\_ 14. Electronic Submission of Bid Packet through BidNet Direct or
- \_\_\_ 15. 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
2. **Solicitation Number:** IFB 2021-B04  
Lawn & Landscape Services
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 17, 2020; 2:00 p.m. Central Time (CT)**
6. **Initial Contract Term:** January 2021 – December 2021
7. **Optional Contract Terms:** Four (4) one (1) year optional renewals
8. **Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)
9. **Questions & Answers:** **Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than December 9, 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 posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

### 10. Addenda

Any interpretations, corrections or changes to this IFB and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

**11. Contact with County Staff:**

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**Anticipated Schedule of Events**

November 26, 2020	Issuance of IFB
December 9, 2020	Deadline for Submission of Questions (5:00 PM CT)
December 17, 2020	Deadline for Submission of Bids (2:00 PM CT) <b>Late bids will not be accepted.</b>
January 2021	Anticipated contract award date

### III. Specifications

#### A. Introduction

Hays County (County) is soliciting for a vendor to perform lawn & landscape services for multiple locations within Hays County. The vendor shall perform grounds maintenance services to include mowing, edging, trimming, shrub & ground cover trimming, weed control, plant debris/litter patrol, fertilization, and irrigation. Listed below are the locations within Hays County we are seeking immediate services. Please note that Hays County has several other locations that could need lawn & landscape services in the future and the addition of these locations would fall under this contract.

Locations:

Hays County Courthouse	111 E. San Antonio Street San Marcos, TX 78666	Irrigation Services Required
Government Center	712 S. Stagecoach Trail San Marcos, TX 78666	Irrigation Services Required
Jail	1307 Uhland Road San Marcos, TX 78666	
Juvenile Detention Center	2250 Clovis Barker Road San Marcos, TX 78666	
Public Safety Building	810 S. Stagecoach Trail San Marcos, TX 78666	Irrigation Services Required

#### B. Scope of Work

Respondent must be able to provide the following:

##### Mowing Standards

1. All turf areas shall be mowed according to the schedule provided in this IFB, unless otherwise indicated by authorized County personnel.
2. Bruising or rough cutting of the grass is not permitted. Mowers shall be adjusted and operated so that the grass is cut at a uniform height.
3. Contactor shall use mulching kits on all mowers to make sure that nutrients are returned to the soil.
4. Blades on mowers shall be maintained and sharpened regularly to keep mowed areas evenly cut.
5. Wildflowers of significant stands are not to be mowed from March through June. The vendor will consult with County and receive approval before mowing any areas containing wildflowers in bloom.

##### Edging / Trimming

1. All edging around flatwork, such as sidewalks, shall be done with a fixed blade edger that leaves a clean, uniform edge (**not a monofilament trimmer**).
2. All turf shall be edged and trimmed each time turf is mowed.
3. Sidewalks must be edged on both sides.
4. All material dislodged by edging must be removed from the site.
5. Monofilament trimming shall be used for grass around fences, buildings, tree wells, posts, and



other obstacles.

6. Trimming will include the removal of suckers (by hand, using hand pruners) from the trunk and/or base of all trees and ornamental trees.
7. All tree limbs shall be pruned to maintain an 8' clearance.
8. Crepe Myrtles shall be lightly trimmed, and dead wood removed once a year to maintain a neat appearance.

#### **Shrub & Ground Cover Trimming**

1. The Vendor shall prune shrubs, cacti, ground cover, and vines as needed to maintain desired forms.

#### **Weeds**

1. All concrete, asphalt areas, brick pavers, paved ends on medians, and or rights-of-way shall be weed/grass free and blown clean of all debris after each cycle.
2. Weeds/grass growing in the expansion joints must be removed or treated with an approved herbicide as needed.
3. All tree rings and planting beds shall be maintained free of weeds/grass. Weeds shall be removed by vendor during each maintenance cycle. Non-selective herbicide may be applied to some areas by a licensed applicator.

#### **Plant Debris / Litter**

1. All litter (1" X 1" and larger) must be removed from turf prior to mowing. This includes, but not limited to, bottles, cans, paper, brush, rocks, tree limbs, etc. which are not intended to be part of the landscape.
2. The vendor is responsible for contacting the authorized County personnel to remove large items such as mattresses, furniture, fencing, accident or construction debris, and/or any other items not considered normal litter or debris.
3. The mowing cycle will include removing grass clippings from sidewalks and hard surfaces.
4. Removal of cut grass from the turf area where growth occurred will not be required, unless otherwise specified. Windrows will not be permitted.
5. Cut grass and debris which falls or is thrown by equipment upon the pavement, streets, curb and gutters, sidewalks, driveways, or adjacent properties through the action of the work crew, shall be removed from the area prior to the exit of the work crew from the immediate work site.
6. At no time shall any debris (litter, leaves, clippings, etc.) be blown into the streets or other property. Excessive debris in the street or roadways must be removed from the site after each mowing and properly disposed. All collected litter and debris shall be disposed of lawful manner.

#### **Fertilization**

1. Turf areas shall be fertilized in accordance with the Frequency of Services Chart below or at the request of appropriate, authorized County personnel.
2. Applications of special nutrients for certain plants and seasonal color shall be supplemented, when necessary, at a cost that is pre-approved by appropriate, authorized County personnel.

#### **Irrigation**

1. The vendor must be licensed in the State of Texas or must employ a State of Texas licensed irrigator to design, sell, maintain, repair and/or install irrigation systems.
2. The vendor shall maintain, repair, replace, and keep operable all irrigation equipment

components including but not limited to, sprinkler heads, drip irrigation parts, minor valve repairs, lateral line repair, quick couplers, risers, and automatic controller batteries.

3. The Vendor shall provide audits at no charge and adjust timers for seasonal demands.
4. The vendor will be responsible for performing minor maintenance and repairs to the irrigation systems. Major repairs and replacements shall be handled as extra work. Major repairs shall include mainline breaks, controller replacement and valve replacement. Minor repairs include but is not limited to head adjustments and replacement; lateral line breaks and leaks; wire tracking; clock adjustment; diagnosis of irrigation system problems; and valve and solenoid repair. The vendor shall be reimbursed for all parts used in the repair of the irrigation system at cost, verified by the supplier's invoice.
5. The vendor will be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants and ground cover when automatic systems are not functioning. The vendor shall repair and replace automatic irrigation systems when they are not functioning. The replacement required by the vendor shall be due to normal deterioration, wear and tear, or negligence upon the part of the vendor.

#### **Specifications for Plants / Flowers / Mulch**

1. The vendor shall remove old seasonal color and rake off existing mulch layer.
2. The vendor shall clean weeds and any trash from planting beds.
3. The vendor shall install plants/flowers and shall top dress all beds with shredded hardwood mulch to a depth of 2".
4. The vendor shall seek pre-approval, from appropriate, authorized County personnel, of type and cost of plants, flowers, and mulch before installing.

#### **Schedule / Report**

1. Unless otherwise instructed, the vendor shall accomplish all tasks listed on a regular schedule, as agreed upon by the vendor and the County.
2. Any variance from the prescribed schedule will require a minimum of forty-eight (48) hour advance notification to the appropriate, authorized County personnel.
3. Appropriate, authorized County personnel reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.

#### **Equipment**

1. The vendor shall furnish all supplies, tools, and equipment to be used to complete the work, as stated in this IFB.

#### **Mowing Damage / Safety**

1. The vendor shall be responsible for any damage to the property that occurs due to the direct duties of the work described herein.
2. The vendor shall be responsible for replacement of any trees, shrubs, and ground covers destroyed by the vendor employees or agents of the vendor during the direct duties of the work described herein.
3. Any hazardous conditions and/or damage to County property shall be reported to the appropriate, authorized County personnel as soon as possible.

#### **Laws & Regulations**

1. All herbicides shall be mixed and applied in strict accordance with the manufacturer's E.P.A.

Registered Label.

2. The vendor shall comply with all pesticide/herbicide application requirements as set forth by the manufacturers' instructions provided with chemicals on labels and/or accompany brochures.

### C. Qualifications

**RESPONSIBILITY:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.

**COMPLIANCE WITH LAWS:** The successful bidder 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 bid.

**INSURANCE:** The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

### D. Proposed Cost of Services

The respondent must provide the cost of services by completing the mandatory pricing sheet included as Attachment A: IFB 2021-P04 Bid Form. Optional features, products and services shall be priced individually. The proposal should include all labor costs associated with performing the services listed in this Request for Proposal.

### E. Frequency of Services Chart

#### Regular Maintenance

<i>Description</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>
<b>Turf Maintenance</b>	2	2	Wkly	Wkly	Wkly	Wkly	Wkly	Wkly	Wkly	Wkly	2	2	42
<b>Clean-up</b>	2	2	Wkly	Wkly	Wkly	Wkly	Wkly	Wkly	Wkly	Wkly	2	2	42
<b>Weed Control</b>	2	2	Wkly	Wkly	Wkly	Wkly	Wkly	Wkly	Wkly	Wkly	2	2	42
<b>Shrub Maintenance</b>													As needed
<b>Flower Maintenance</b>													As needed
<b>Bed</b>													As

<b>Redefinition &amp; Turning</b>													needed
<b>Irrigation Inspection</b>													As needed
<b>Fire Ant Control</b>			1	1	1	1	1	1					6

#### Tree Services

<i>Description</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>
<b>Tree pruning</b>													As needed
<b>Crepe Myrtle pruning</b>		1											1

#### Fertilizations

<i>Description</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>
<b>Turf fertilization</b>													As needed
<b>Post emergent</b>													1 recommended
<b>Pre-emergent</b>													1 recommended
<b>Shrub fertilization</b>													As needed

#### F. Submittal Requirements

Vendor must deliver their proposals to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposals with required forms manually signed by Vendor with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive
- All items must be in a sealed envelope marked with the Solicitation Number and Vendor Name on the outermost envelope

Electronic Proposals:

- Upload proposal with required forms manually signed by Vendor
- No thumb drive required with electronic submissions
- [www.bidnetdirect.com/hayscounty](http://www.bidnetdirect.com/hayscounty)

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

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

**FORMS:** Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

**REFERENCES:** Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

#### **G. Award of Contract**

**BASIS OF AWARD:** The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for 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.

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

- Unit pricing
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability to perform
- 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.

#### **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.

## 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. "Purchasing Manager" means the Hays County Purchasing Manager.
- i. "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](http://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)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
<b>Employers Liability:</b>	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
<b>Excess Liability:</b>	
Umbrella Form	Not Required
<b>Labor Liability:</b>	
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](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 please or have any questions please contact Purchasing at 512-393-5532.

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <div style="margin-top: 20px;"> <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> </div>		
<p><b>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.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## 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. Debarment and Licensing Certification

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ on this the day of \_\_\_\_\_, 20\_\_\_\_, on behalf of said Firm.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

### XIII. Vendor/Bidder's Affirmation

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

\_\_\_\_\_ Does not own taxable property in Hays County, or;

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

\_\_\_\_\_  
Name of Contracting Company

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

## XIV. Related Party Disclosure Form

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

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

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

Section A: Current Hays County Employee	
Employee Name	Title

### Section B: Former Hays County Employee

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

Section C: Person Related to Current or Former Hays County Employee		
Employee or Former Employee Name	Title	
Name of Related Person	Title	Relationship

### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, 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

<sup>(1)</sup>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*
<b>Person</b>	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
<b>Person</b>	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.

**IFB 2021-B04 Lawn & Landscape Services  
Attachment A: Bid Form**

**Total cost of Regular Maintenance per location for the following services:**

(Includes mowing, edging, trimming, shrub & ground cover trimming, weeds, and plant debris/litter control)

- **Hays County Courthouse** \$ \_\_\_\_\_ per month  
111 E. San Antonio Street  
San Marcos, TX 78666
  
- **Government Center** \$ \_\_\_\_\_ per month  
712 S. Stagecoach Trail  
San Marcos, TX 78666
  
- **Jail** \$ \_\_\_\_\_ per month  
1307 Uhland Road  
San Marcos, TX 78666
  
- **Juvenile Detention Center** \$ \_\_\_\_\_ per month  
2250 Clovis Barker Road  
San Marcos, TX 78666
  
- **Public Safety Building** \$ \_\_\_\_\_ per month  
810 S. Stagecoach Trail  
San Marcos, TX 78666

**Total cost of Fertilization per location:**

(Includes turf fertilization, post-emergent, pre-emergent, and shrub fertilization. Services would be provided upon request by Hays County, but no more than what is stated on the frequency charts. Fertilization Services will be paid on a time and material basis. The vendor shall be reimbursed for all materials used for the fertilization services provided at cost, verified by the supplier's invoice)

- Foreman/Crew Leader \$ \_\_\_\_\_ per Hour
- Holidays & Weekends \$ \_\_\_\_\_ per Hour
  
- Worker/Labor \$ \_\_\_\_\_ per Hour
- Holidays & Weekends \$ \_\_\_\_\_ per Hour

**Total cost of Mulch per location:**

(provided upon request by Hays County, but no more than what is stated on the frequency charts. Mulching Services will be paid on a time and material basis. The vendor shall be reimbursed for all materials used for the removal and replacement of mulch beds at cost, verified by the supplier's invoice)

- Foreman/Crew Leader \$ \_\_\_\_\_ per Hour
- Holidays & Weekends \$ \_\_\_\_\_ per Hour
  
- Worker/Labor \$ \_\_\_\_\_ per Hour
- Holidays & Weekends \$ \_\_\_\_\_ per Hour

**Total cost of Fire Ant Control per location:**

(provided upon request by Hays County, but no more than what is stated on the frequency charts. Fire Ant Control Services will be paid on a time and material basis. The vendor shall be reimbursed for all materials used of the fire ant control treatment at cost, verified by the supplier's invoice)

- Foreman/Crew Leader \$ \_\_\_\_\_ per Hour
- Holidays & Weekends \$ \_\_\_\_\_ per Hour
  
- Worker/Labor \$ \_\_\_\_\_ per Hour
- Holidays & Weekends \$ \_\_\_\_\_ per Hour

**Total cost of Tree Services per location:**

(provided upon request by Hays County, but no more than what is stated on the frequency charts. Price needs to be quoted per hour)

- Foreman/Crew Leader \$ \_\_\_\_\_ per Hour
- Holidays & Weekends \$ \_\_\_\_\_ per Hour
  
- Worker/Labor \$ \_\_\_\_\_ per Hour
- Holidays & Weekends \$ \_\_\_\_\_ per Hour

**Total cost of Preventative Maintenance of Irrigation System per location:**

(Provide prices for a Preventative Maintenance (PM) of the sprinkler system for each location. A PM will only be required at each location twice a year, spring and fall. Prices need to include labor and materials needed to complete the PM)

- |                                 |                        |
|---------------------------------|------------------------|
| • <b>Hays County Courthouse</b> | \$ _____ per Spring PM |
| 111 E. San Antonio Street       | \$ _____ per Fall PM   |
| San Marcos, TX 78666            |                        |
| <br>                            |                        |
| • <b>Government Center</b>      | \$ _____ per Spring PM |
| 712 S. Stagecoach Trail         | \$ _____ per Fall PM   |
| San Marcos, TX 78666            |                        |
| <br>                            |                        |
| • <b>Public Safety Building</b> | \$ _____ per Spring PM |
| 810 S. Stagecoach Trail         | \$ _____ per Fall PM   |
| San Marcos, TX 78666            |                        |

**Total cost of service and repairs of the Irrigation System:**

(Provide pricing for service and repairs of the Irrigation System. Service and repair calls will be paid on a time and material basis. The vendor shall be reimbursed for all parts used in the repair of the irrigation system at cost, verified by the supplier's invoice)

- |   |                   |
|---|-------------------|
| • <b>Irrigation Specialist/Technician</b> | \$ _____ per Hour |
| • <b>Holidays &amp; Weekends</b>          | \$ _____ per Hour |
| <br>                                      |                   |
| • <b>Worker/Labor</b>                     | \$ _____ per Hour |
| • <b>Holidays &amp; Weekends</b>          | \$ _____ per Hour |

## 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 Supplemental #3 to the Professional Service Agreement (PSA) between Hays County and LJA Engineering, Inc. for FM 110 (IH35 at Yarrington Road to SH80) North project as part of the Hays County/TxDOT Partnership Program which will increase the compensation cap by \$105,000.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 24, 2020	\$105,000.00

#### LINE ITEM NUMBER

033-801-96-513.5621\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

The supplemental amount is greater than 25% of the original contract; however a discretionary exemption for professional services was approved in May 2015.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

#### SUMMARY

The Supplemental to the PSA increases the contract compensation cap by \$105,000.00 from \$3,095,000.00 to \$3,200,000.00. This will allow for the execution of Supplemental #5 to Work Authorization #2 for the FM 110 (IH35 at Yarrington Road to SH80) North project which authorizes updates to the plans due to ROW negotiations, construction phase services and extends the contract time to December 31, 2022.



**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 3**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                               §  
COUNTY OF HAYS                             §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, *(the "County")* and LJA Engineering, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on March 26, 2013 and a Supplemental No. 1 to the contract on November 15, 2016 and a Supplemental No. 2 to the contract on September 11, 2018

WHEREAS, the not-to-exceed fee is set in Exhibit 1, Section 1, Item 1.1 in the agreement to \$2,133,062.00 and \$2,320,000.00 (through Supplemental No. 1) and \$3,095,000.00 (through Supplemental No. 2); and,

WHEREAS, the “**Compensation Cap**” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$2,133,062.00 and \$2,320,000.00 (through Supplemental No. 1) and \$3,095,000.00 (through Supplemental No. 2); and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,  
WHEREAS, it has become necessary to amend the agreement.

## AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:


- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from \$3,095,000.00 to \$3,200,000.00.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$3,095,000.00 to \$3,200,000.00.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

**ENGINEER:**

LJA Engineering, Inc.

By:   
Signature

Brian Young, PE  
Printed Name

Vice President  
Title

11-5-20  
Date

**COUNTY:**

Hays County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**11/10/2020**

## 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

10:00 a.m.- Hold a public hearing in accordance with section 293.101 of the Texas Health and Safety Code to hear public comments and consider action concerning the amount of the mandatory payments required of all local hospitals in fiscal year (FY) 2021 pursuant to the County Health Care Provider Participation Program and how the revenue derived from those payments is to be spent.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 24, 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

SHELL

N/A

#### SUMMARY

Hays County's participation in a County Health Care Provider Participation Program is authorized by HB 3175 passed during the 84th Texas Legislature. A County Health Care Provider Participation Program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by Chapter 293 of the Texas Health and Safety Code. Central Texas Medical Center of San Marcos and Seton Medical Center Hays supported passage of HB 3175 and the creation of the program in Hays County.

The Hays County Commissioners Court adopted and Order authorizing the County's participation in the LPPF program on 9-15-15. On 9-29-15 a public hearing was held to establish the LPPF.

Notice of the Public Hearing has been posted in accordance with 293.101 of the Texas Health and Safety Code. During the hearing, the Court will set the state fiscal year 2021 assessment rate, consider the approval of the amount of payments for each hospital as determined by 293.151 THSC and consider other issues related to the program.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a \$197,979.00 Contract Amendment with Tyler Technologies, Inc. for the SoftCode Software Program & Implementation Services for Civil Process as budgeted in the FY21 budget.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 24, 2020	\$197,979

#### LINE ITEM NUMBER

001-680-00.5718\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill/Constable's	BECERRA	N/A

#### SUMMARY

SoftCode is a complete Civil Service software solution that includes CivilMobile, CivilView and Sales Web.

- >CivilMobile will allow Constable's to easily send and receive the latest case information from a mobile device which will enhance officer safety, improving office productivity by updating address information and field notes for all CivilServe users in real time.
- >CivilView will allow attorneys to access case and service information online 24/7.
- >SalesWeb publishes the latest real estate and personal property sales information to a public website for viewing.

Funds were budgeted during the FY21 budget process for this system. The IT Director and staff will work with Tyler Technologies to ensure implementation and training for Constable Offices are seamless.

Attachment: Tyler Technology Contract Amendment  
Sourcewell Contract #110515-TTI



Contract #: 2018-0087

## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Hays County, with offices at 1307 Uhland Road, San Marcos, TX 78666-8217 ("Client").

WHEREAS, Tyler and the Client are parties to a Standard Software License and Services Agreement with an effective date of February 18, 2009 (the "Agreement") under which the Client acquired licenses to the software described therein ("Licensed Software") as well as related professional services, and maintenance and support; and

WHEREAS, Tyler and Client now desire to amend the Agreement to add the Tyler New World Public Safety products, licenses, and services listed herein as Appendix 1 to the Agreement; and

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 2795; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below; and

WHEREAS, the parties agree that the terms, conditions, and exhibits contained in this Amendment only apply to the products and services added under this Amendment; and

WHEREAS, Tyler and Client now desire to amend the Agreement to add SoftCode.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibit 1 and 2 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. Additional software fees will be invoiced 100% upon availability to download.
  - b. Initial Maintenance and Support invoiced on the Amendment Effective Date.
  - c. Professional Services will be invoiced based on the following milestones:
    - Site Visit (10%)
    - Installation of Software (10%)
    - Delivery of Training Database (40%)
    - Training Completed (30%)
    - Commencement of Operational Use (10%).
  - d. Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data into Live/Production

environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

- e. Expenses. The service rates in the Investment Summary include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit 2 at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
3. Tyler shall abide by all applicable federal and state laws in performance of this Agreement, including, to the extent applicable, the federal laws set forth in Exhibit 3.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Hays County, TX

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1**  
**Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date

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## SoftCode Investment Summary

Software & Services				Maintenance & Support	
Software Licenses			License Fees	Year 1	Year 2
<b>Licensed Software</b>					
CivilServe (Office access with COVID-19 Response Configuration)			\$101,764	\$10,685	\$21,370
CivilView (Attorney Portal)					
SalesWeb (Sales Portal)					
CivilMobile (Mobile Access)					
CivilQuery (Cross Agency Lookup)			\$5,000	\$525	\$1,050
License Fee Subtotal:			\$101,764		
<b>Professional Services (COVID-19 Response Configuration)</b>					
	Hours/Days	Rate	Total Fee		
Project Management (hours)	80	\$204	\$16,320		
Data Conversion			\$20,000		
Personalization & Report Customization	48	\$182	\$8,736		
Site Visit	8	\$204	\$1,632		
Business Analysis & Process Planning (hours)	32	\$204	\$6,528		
Configuration & Deployment (hours)	16	\$182	\$2,912		
Training & Go Live Assistance (On-site - Per Day)	9	\$1,500	\$13,500		
Odyssey Integration	120	\$182	\$21,840		
Travel			\$4,747		
Services Subtotal:			\$96,215	\$11,210	\$22,420
Total License Fees			\$ 101,764	Maintenance & Support Fees:	Maintenance & Support Fees:
Professional Services			\$ 96,215	\$11,210	\$22,420
Total Contract Price			<u>\$ 197,979</u>		





## **Exhibit 2**

### **SoftCode Product Suite - Scope of Project - Statement of Work**

#### **Implementation Guide:**

- Tyler Technologies will provide an Implementation Guide containing the following:
  - A document providing an overview of support.
  - A spreadsheet which outlines the reference data needed to configure CivilServe along with an instructional sheet to assist in completing the spreadsheet.
  - Sign-off sheets for hardware/software requirements and customer responsibilities.
  - An overview of what a site visit entails.
  - A form to update with contact information.

#### **Site Visit:**

- A Tyler Technologies consultant will visit your office to walk through current procedures and help gather required forms and letters. This understanding of the way your county does business is invaluable in personalizing and configuring your system as well as designing a training plan that will best suit your needs.

#### **Installation and Training:**

- Our project manager will work with your County project manager and your I.T. department to schedule the installation.
- Our trainer will work with your county project manager to create a custom training schedule that allows your office to maintain your day to day operations during training.

#### **After Site Visit:**

- County will complete and return configuration spreadsheet, sign-off sheets, and contact form.
- All letters and/or correspondence needed in CivilServe will be sent to Tyler Technologies in Microsoft Word format.
- Any additional examples of custom report requests need to be sent to Tyler Technologies project manager.

#### **Personalization and Configuration Prior to Training:**

- SoftCode will personalize and configure your county's database based on the site visit.
- SoftCode will bookmark letters to be integrated with CivilServe.
- Custom reports will be created for your county.

#### **Prior to Training:**

- Installation will be completed.
- Course training materials will be provided to your county.

#### **Training & Go-Live:**

- Training will be provided by our experienced trainer.
- Go live while trainer is on-site and available for assistance.



**Exhibit 2**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

**2. Ground Transportation**

**A. Private Automobile**

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb,

VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

#### 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

#### 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



**Exhibit 3**  
**Federal Contractual Provisions**

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## **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



## 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 dedicate funding to assist Independent School Districts within Hays County with Mental Health Resources as a result of the Covid-19 Pandemic.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 24, 2020	TBD

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

#### SUMMARY

As we all face challenges locally related to the COVID-19 Pandemic, it is paramount that we focus on our children and teens during a crucial period for social development. Social distancing and school closures during the COVID-19 pandemic can worsen existing mental health problems in adolescents and increases the risk of future mental health issues. A loss of routine for many students, social isolation, and feelings of loneliness increase the risk of mental illness. Historically, schools may provide a social support network and mental health services for vulnerable teens. However, closure of schools and limited resources during the COVID-19 pandemic has minimized the protective layer of school-based mental health support. Additionally, a lack of adequate support systems leaves adolescents to find resources by themselves in an underfunded area that continues to face stigma. Funding from Hays County could assist the four Independent School Districts with additional resources needed to address the mental health needs each district is faced with.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to appoint two Hays County representatives to serve on the Tax Increment Reinvestment Zone (TIRZ) Number 2 - Carma Blanco Vista (now known as Blanco Vista) Board of Directors.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 24, 2020

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

City of San Marcos

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The City of San Marcos needs to schedule a TIRZ Board meeting for TIRZ #2 – Blanco Vista. The Board of Directors consists of 7 members, 2 from Hays County. The city will appoint 5 members on November 17 during the regular council meeting.

## 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 related to the Hays County Parks and Open Spaces Plan, including the identification of next steps related to voter-approved Proposition A in the November 2020 General Election. Possible action may follow.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

November 24, 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

SHELL

N/A

#### SUMMARY

Next steps could include:

- 1) Reconstitution of Parks and Open Spaces Advisory Commission (POSAC);
- 2) Prioritization of projects;
- 3) Instructions to staff to
  - a. create an RFQ for Bond Program Management, and or
  - b. negotiate agreements with entities proposing Parks & Open Space projects;
- 4) Other matters identified by Commissioners Court

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along Dacy Lane in Pct 1. Possible action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

November 24, 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.

## 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 Investigations Division of the Hays County Criminal District Attorney's Office. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

November 24, 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

SHELL

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 located at or near 810 S. Stagecoach Trail, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

November 24, 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.

## 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 Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office Hays County use of CARES Act funding pursuant to the COVID-19 local disaster declaration. Possible action to follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

November 24, 2020

#### AMOUNT REQUIRED

TBD

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

KENNEDY

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Information to be provided in Executive Session.