Commissioners Court December 8, 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 **8th day of December 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	4	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. **BECERRA**
2	5-6	Adopt a Proclamation declaring December 6th - 12th, 2020 as National Influenza Vaccination Week. **INGALSBE/T.CRUMLEY**

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.

3	7	Approve payments of County invoices. **VILLARREAL-ALONZO**
4	8	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
5	9-15	Approve Commissioners Court Minutes of November 24, 2020. **BECERRA/CARDENAS**
6	16	Approve the payment of the December 15, 2020 payroll disbursements in an amount not to exceed $2,995,000.00 effective December 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
7	17	Authorize On-Site Sewage Facility Permit for eight short-term rental cabins (8-one bedroom cottages) located at 4444 W RR 150, Kyle, TX 78640. **JONES/STRICKLAND**
8	18	Authorize On-Site Sewage Facility Permit for Iconic Imprint office/warehouse building located at 14721 Fitzhugh Road, Austin, Texas 78737. **SMITH/STRICKLAND**
9	19-22	Approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2022. **INGALSBE**
10	23	Authorize payment of $939.65 to Amazon for Standing Desk Converters/ergonomic products, where no purchase order was issued as required by the County Purchasing Policy. **JONES/OKANE/MILLER**
11	24-27	Authorize the County Judge to execute an Amendment To Right of Reverter In Right of Way Dedication Deed for property donated by Sunfield MUD #4 on or about December 15, 2015 for the FM 2001 West realignment project extending the termination date of the donation an additional five years. **JONES/BORCHERDING**
12	28-29	Approve the appointment of Joshua Harper to serve on Emergency Services District #2, a two year term ending December 31, 2022. **JONES**
13	30	Approve the reappointment of Stacy Morgan to serve on Emergency Services District #2, a two year term ending December 31, 2022. **JONES**
14	31	Approve the reappointments of Paul Kaskie, Scott Stevens, and Jim Weatherford to serve on Emergency Services District #8, two year terms ending December 31, 2022. **JONES**
15	32	Approve the reappointments of Susan Meckel and Eric Holen to serve on Emergency Services District #5, two year terms ending December 31, 2022. **JONES**
16	33	Approve the reappointment of James Holt to the Plum Creek Conservation District for a four year term ending December 31, 2024. **JONES**

17	34-35	Approve the reappointments of Jerry Borcherding, Director of Transportation, as the primary voting member on the Technical Advisory Committee of CAMPO, and Tim Van de Vorde, Assistant Transportation Superintendent, as the alternate voting member. **JONES**
18	36-37	Approve the appointment of John Nett, City of Buda Engineer and Floodplain Administrator as the primary voting member on the Technical Advisory Committee of CAMPO, and appoint Chad Gilpin, City of Dripping Springs Engineer, as the alternate voting member. **JONES**
19	38	Approve the reappointments of Dennis Lane and Robert Luddy to the Board Hays County Emergency Services District #1, terms ending December 31, 2022. **SMITH**
20	39	Authorize the Office of Emergency Services to host the annual Local Emergency Planning Committee Luncheon and use $475.00 to provide lunch for the attendees. **BECERRA/MIKE JONES**
21	40	Authorize On-Site Sewage Facility Permit for 2 mobile homes at 1851 Mathias Ln, Kyle, TX 78640. **JONES/STRICKLAND**
22	41-44	Authorize a sole source purchase of two PortaCount Mask Fit Testers from TSI, Inc. valued at $36,450 for the Local Health Department related to Covid-19 response and recovery efforts. **BECERRA/T.CRUMLEY**
23	45-52	Approve out of state travel for members of the Hays County Veterans Court team to attend the National Association of Drug Court Professionals (NADCP) Rise 21 Conference in National Harbor, MD May 12-15, 2021. **INGALSBE/JUDGE JOHNSON**

ACTION ITEMS

ROADS

24	53-68	Discussion and possible action to execute an Interlocal Agreement between Hays County and the City of San Marcos related to the County's Old Bastrop Highway (CR 266) Project as part of the 2016 bond program and amend the budget accordingly. **INGALSBE/BORCHERDING**
25	69-71	Discussion and possible action to authorize the County Judge to execute Supplemental Agreement No. 3 to the Professional Services Agreement (PSA) between Hays County and Reynolds, Smith & Hills CS, Inc. (RS&H) for the FM 1626 South construction management project as part of the Pass-Through Finance Program in Hays County, increasing the Compensation Cap by $198,089 from $3,789,155 to $3,987,244; authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4). **JONES/BORCHERDING**
26	72-74	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 to the Contract between Hays County and HNTB Corporation on the FM 2001 Realignment (Extension of White Wing Trail) West project as part of the 2016 Road Bond Program. **JONES/BORCHERDING**
27	75-85	Discussion and possible action to award contract for IFB 2021-B02 Dacy Lane Road Improvements to Jordan Foster Construction, LLC. **JONES/INGALSBE/BORCHERDING**

MISCELLANEOUS

28	83-84	Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of the Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020 and September 15, 2020. **BECERRA**
29	85-89	Discussion and possible action to authorize the County Judge to execute Letter Amendment #1 to the contract between Hays County and Langford Community Management Services related to RFP2017-P08 CDBG-DR Management Services executed on or about September 12, 2017 to increase the compensation from $415,000 to $508,147.24. **SHELL**
30	90	Discussion and possible action to appoint a Hays County representative to serve on the Core 4 Policy Group to replace the Hays County position presently filled by Commissioner Ingalsbe. **INGALSBE**
31	91-93	Discussion and possible action to accept a $52,906.41 Software Proposal from SHI Government Solutions for the Transportation Department to upgrade the Cartegraph Operations & Records Management Systems to a web-based service (Cartegraph OMS) and amend the budget accordingly. **JONES/BORCHERDING**
32	94-95	Discussion and possible action to accept a $8,250 Proposal from the Lower Colorado River Authority (LCRA) related to final remobilization of the PSAP/LEC Communications Tower at the Public Safety Building; authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly. **INGALSBE/CUTLER**
33	96	Discussion and possible action to authorize the Justice of the Peace Pct. 2 Office to hire the Justice Clerk, slot 0855-006 at the 25th percentile effective December 16, 2020. **JONES/JUDGE SMITH**
34	97-101	Discussion and possible action to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Infinite Recovery related to treatment services for veterans. **INGALSBE/JUDGE JOHNSON**

35	102-122	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Garver, LLC for professional engineering, environmental and surveying services related to the entry road to Sentinel Peak Preserve. **SHELL/BORCHERDING**
36	123-167	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center between Hays County, the City of Kyle, Texas, the City of Buda, Texas, and Texas State University for combined emergency communication services. **INGALSBE/SHELL**
37	168	Discussion and possible action to execute a $70,820 Master Services Agreement with Nemo-Q, Inc. pursuant to RFP 2020-P12 for a Customer Management Queuing System and amend the budget accordingly. **BECERRA**

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.

38	169	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 proposed FM110 in Pct 1. Possible action to follow in open court. **INGALSBE**
39	170	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. **BECERRA**
40	171	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the appointment and duties of the Hays County Justice of the Peace in Precinct 5 Office. Possible discussion and/or action may follow in open Court. **JONES**

STANDING AGENDA ITEMS

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

41	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA**
42	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
43	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
44	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. **SHELL**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 4th day of December, 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	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Information will be presented during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation declaring December 6th - 12th, 2020 as National Influenza Vaccination Week.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	December 8, 2020	0.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Proclamation declaring December 6th - 12th as National Influenza Vaccination Week

PROCLAMATION DECLARING DECEMBER 6th – 12th, 2020
NATIONAL INFLUENZA VACCINATION WEEK

WHEREAS, every year, an estimated 79,000 people die from influenza-related illnesses, and more than 960,000 are hospitalized nationwide; and

WHEREAS, in Hays County over the past 2 years (2017- 2019) approximately 5,100 people have tested positive for Influenza and an additional 19,000 were diagnosed with influenza-like-illness without the benefit of testing; and

WHEREAS, seasonal influenza is caused by the influenza virus, which infects the respiratory tract (nose, throat, and lungs) causing severe illness and life-threatening complications in many people; and

WHEREAS, the single best method of prevention from catching and spreading the "flu" is to get a "flu shot" every year; and

WHEREAS, the best time to get vaccinated is as soon as the vaccine is available in October, although getting vaccinated later in the season is still beneficial, since Influenza activity generally peaks in our area around January and February; and

WHEREAS, every December the National Influenza Vaccination Week campaign is devoted to increasing knowledge, acceptance, and use of seasonal influenza vaccines to protect the Public against serious life-threatening complications from the disease; and

WHEREAS, the annual observance of National Influenza Vaccination Week is intended to increase awareness and understanding of seasonal influenza disease and its prevention at local, state, and national levels.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim December 6th – 12th, 2020 as:

NATIONAL INFLUENZA VACCINATION WEEK

Hays County urges everyone to make sure they and their loved ones are current on their seasonal influenza immunization, as this protects them, their families, and our Community.

ADOPTED THIS THE 8TH DAY OF DECEMBER 2020

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon A. Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cardenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of November 24, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

**STATE OF TEXAS *
COUNTY OF HAYS ***

ON THIS THE 24th DAY OF NOVEMBER A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Reverend Esparanza Baltazar-Ramirez, El Buen Pastor 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

Dan Lyon made a public comment.

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

Judge Becerra announced a third company is on the horizon of providing a vaccine for COVID-19. Alex Villalobos, Chief of Staff and Emergency Management Coordinator announced the locations of COVID-19 tests. Mike Jones, Emergency Services Director, gave an update on training exercises. No action was taken.

35851 APPROVE PAYMENTS OF COUNTY INVOICES.

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

35852 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

35853 APPROVE COMMISSIONERS COURT MINUTES OF NOVEMBER 17, 2020.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve Commissioners Court Minutes of November 17, 2020. All present voted "Aye." MOTION PASSED.

35854 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.

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

35855 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.

Mike Jones, Emergency Services Director, stated the 15 laptops will be used in the Emergency Operations Center and the other 15 will be used by county staff. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to 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. All present voted "Aye." MOTION PASSED.**

35856 APPROVE RENEWAL OF RFP 2018-P03 COUNTY WIDE PLUMBING SERVICES WITH SI MECHANICAL FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve renewal of RFP 2018-P03 County Wide Plumbing Services with SI Mechanical for one (1) additional year as stated in the original bid. All present voted "Aye." MOTION PASSED.

35857 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.

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

35858 AUTHORIZE THE EXTENSION OFFICE TO PURCHASE ONE (1) REPLACEMENT OPTIPLEX 7070 DESKTOP COMPUTER VALUED AT $725.94 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Extension Office to purchase one (1) replacement OptiPlex 7070 Desktop Computer valued at $725.94 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35859 APPROVE UTILITY PERMITS.

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

35860 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.

Dan Lyon made a public comment. Commissioner Ingalsbe noted these items are needed for installation of the furniture. Commissioner Shell noted an opening date for the building will be announced soon. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to 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. All present voted "Aye." MOTION PASSED.**

35861 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.

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

35862 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.

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

35863 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.

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

35864 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.

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

35865 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.

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

35866 APPROVE SPECIFICATIONS FOR IFB 2021-B04 LAWN & LANDSCAPE SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to Approve specifications for IFB 2021-B04 Lawn & Landscape Services and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

35867 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.

Commissioner Ingalsbe noted these are plan updates for an overpass. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.**

35868 **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) 2021PURSUANT TO THE COUNTY HEALTH CARE PROVIDER PARTICIPATION PROGRAM AND HOW THE REVENUE DERIVED FROM THOSE PAYMENTS IS TO BE SPENT.**

Judge Becerra opened the public hearing. No comments were made. Judge Becerra closed the public hearing. Commissioner Shell stated these funds are supported by the local hospitals to support indigent care in the county. Tammy Crumley, Director of Countywide Operations stated the hospitals have agreed on 6 percent rate that will be divided into quarterly payments for each facility. Commissioner Ingalsbe thanked all parties that participated in this fund. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the 6 percent mandatory payment of the fiscal year 2021 for the Hays County Health Care Local Provider Participation fund. All present voted "Aye." MOTION PASSED.**

35869 **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.**

Jeff McGill, Director of Information Technology Department, updated the court about the use of the civil software. Commissioner Ingalsbe thanked Jeff McGill for his work on this contract. Marisol Villarreal -Alonzo, Auditor noted how the budget was funded for this project. **A motion was made by Commissioner Shell, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.**

DEDICATE FUNDING TO ASSIST INDEPENDENT SCHOOL DISTRICTS WITHIN HAYS COUNTY WITH MENTAL HEALTH RESOURCES AS A RESULT OF THE COVID-19 PANDEMIC.

Commissioner Smith stated this is a growing ongoing issue. He hopes this is a step in the right direction. Commissioner Shell had questions regarding possible reimbursement from the schools or the federal government. Vickie Dorsett, Auditor's Office, announced the budgeting options for these funds. Commissioner Smith stated he anticipates funding $200,000.00 at $50,000.00 per school district. Mark Kennedy, General Counsel, explained agreement options to the court regarding reimbursements. Commissioner Smith thanked the court for their input. He stated he will bring this item back to court. No action was taken.

35870 **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.**

Commissioner Ingalsbe stated City of San Marcos contacted her regarding these two appointments. Mark Kennedy, General Counsel, stated the City of San Marcos is not requesting money. He stated they are needing a complete board to make voting decisions. Commissioner Ingalsbe suggested appointing Commissioner Smith since the TIRZ in now in precinct 4. Commissioner Smith stated that he will serve. He also wanted to conduct outreach to select a citizen that lives in that area. The agreement states appointments can be changed. Discussion was had among the court to select Commissioner Smith and Judge Becerra with the possibility of replacing them with a member of the community later. Vickie Dorsett, Auditor's office stated the agreement is expired. Commissioner Shell stated the county will need to request an updated agreement. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to appoint Commissioner Smith and Judge Becerra as the 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. All present voted "Aye." MOTION PASSED.**

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.

Commissioner Shell stated this item is just to get started on the planning for proposition A. Mark Kennedy, General Counsel, noted that the Court would need to select new members for the Parks and Open Spaces Advisory Commission (POSAC) as the previous committee was closed out. appointment deadline is set on December 22, 2020. No action was taken.

Clerk's Note: Executive Session began at 9:33 a.m. and resumed back into open court at 10:03 a.m.

35871 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the negotiated settlement on all three parcels on Dacy Lane in Precinct 1 as discussed in Executive Session. All present voted "Aye." MOTION PASSED.

35872 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.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to accept the District Attorney's restructure for the investigator positions effective 12/1/20 regrading the Chief Investigator from a grade 114 to 116 with no fiscal impact, and to regrade all investigator positions from a grade 113 to 114 with the progression plan as presented in executive session. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 11:16 a.m. and resumed back into open court at 11:50 a.m.

35873 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a memorandum of understanding regarding the exchange of property, the dedication of right of way and matters related thereto, between Hays County and Carson Select Investments, LP, as presented in Executive Session; and to authorize staff and consultants to file the appropriate documentation to dedicate right of way for the extension of south Stagecoach road and to amend the plat of Hays County's property on South Stagecoach. All present voted "Aye." MOTION PASSED.

Comments-

This action represents the clean up of some of the land uses in this area. The roadway, which was originally planned to curve at the new public safety building, will now go straight.

We note that the area of property Hays County is receiving in the exchange far exceeds the area of property that it is conveying.

Counsel has advised that notice of this exchange does not need to be published in a paper of general circulation since it represents otherwise unusable areas of property being exchanged for reconciliation of the roadway alignment and the master plan for this development.

35874 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a COVID-19 Assistance Agreement between Hays County and Blanco River Regional Recovery Team (BR3T) not to exceed $300,000.00 related to Direct Assistance for households impacted by COVID -19, as presented in Executive Session. All present voted "Aye." MOTION PASSED.

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

Judge Becerra stated the burn ban is still in effect as recommended by the Fire Marshall. No action was taken.

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

Judge Becerra read the Sheriff's update of the inmate population. The estimated cost for outsourcing was $40,240.00 for the week of November 15 – November 21, 2020. The number of outsourced males was 115 inmates and females were 0 inmates. The number of arrest made by agency are as follows; Buda Police Department - 6, Department of Public Safety – 4, Hays County Sheriff's Department – 43, 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 - 45, Texas State Police Department – 1. No action taken.

Clerk's Note Agenda Item #30 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 #31 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED.**

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 12:03 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on November 24, 2020.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the December 15, 2020 payroll disbursements in an amount not to exceed $2,995,000.00 effective December 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Approve the December mid month payroll disbursements not to exceed $2,995,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for eight short-term rental cabins (8-one bedroom cottages) located at 4444 W RR 150, Kyle, TX 78640.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Eric Goldreyer of Sage Hill & Inn is proposing an OSSF to serve eight short-term rental cabins. This 88.77-acre tract of land will be served by a pending public water supply.
The system designer, James Bettridge, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 800 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for Iconic Imprint office/warehouse building located at 14721 Fitzhugh Road, Austin, Texas 78737.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Iconic Imprint is proposing an OSSF to accommodate their office/warehouse building. This system will serve up to 24 employees per day. This 2.032-acre lot is Lot 3-B in the Family Tree subdivision and will be served by rainwater collection.
The system designer, Tom Partridge, P.E., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 266 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

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

Commissioner Shell currently serves on the TIRZ #5 Board, his current term expires on Dec. 31, 2020.

See attached for more information on TIRZ #5.

File #: ID#20-842, **Version:** 1

AGENDA CAPTION:
Discuss and consider appointment and/or reappointment to Position One, Two, and confirm Hays County appointment to Position four of the Tax Increment Reinvestment Zone (TIRZ) No. 5 (Downtown) Board of Directors, and provide direction to Staff.
Meeting date: December 15, 2020

Department: City Clerk

Amount & Source of Funding
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

Fiscal Note:

Prior Council Action: On December 3, 2019 two citizens were nominated for appointment to position #5, Bobby Warren and Kyle Mylius. Position #5 is the mutually agreed upon position between the City of San Marcos and Hays County. On November 26, 2019 Hays County Commissioners Court appointed Bobby Warren to this position. The City Council approved Resolution 2011-150R on December 6, 2011. The Council designated the area with the adoption of Ordinance 2011-74 on December 14, 2011. The termination date was extended to December 31, 2021 with the adoption of Ordinance 2016-52 on December 6, 2016. Appointments have been made periodically to this board.

City Council Strategic Initiative: [Please select from the dropdown menu below]

N/A

Choose an item.

Choose an item.

Comprehensive Plan Element (s): [Please select the Plan element(s) and Goal # from dropdown menu below]

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

☐ Parks, Public Spaces & Facilities - Choose an item.

☐ Transportation - Choose an item.

☐ Not Applicable

Master Plan: *[Please select the corresponding Master Plan from the dropdown menu below (if applicable)]*

Choose an item.

Background Information:

On December 6, 2011, the City of San Marcos adopted Resolution No. 2011-150R, approving an Interlocal Agreement between Hays County and the City of San Marcos related to the "San Marcos, Texas Tax Increment Reinvestment Zone No. 5." The full text of Resolution No. 2011-150R is attached.

On December 14, 2011 the Council designated the boundaries of the zone. The area is bounded by Concho Street, Moore Street, North Street, Comanche Street, Shady Lane, Fredericksburg Street, Hull Street, Guadalupe Street, Ih-35, McKie Street, LBJ Drive and CM Allen Street. A map is also attached.

On December 6, 2016 the Council voted to extend the termination date of the TIRZ to December 31, 2021. It has since been extended further.

On November 26, 2019 the Hays County Commissioners Court confirmed and maintained the appointments of Commissioner Debbie Gonzales-Ingalsbe.

On December 3, 2019, the City Council appointed Mayor Jane Hughson to serve as chair for a term of one year (Position #1) and Bobby Warren was appointed to serve in the mutually agreed upon position #5. The City Council authorizes the Board of Directors to elect from its members a vice chair and such other officers as the Board of Directors determines.

Position #1 (COSM) (Chair) - Jane Hughson, Expires December 31, 2020. New term will expire December 21, 2021

Position #2 (COSM) - Vacant (formerly held by Council Member Mihalkanin, Expires December 31, 2020. New Term will expire December 31, 2022

Position #3 (Hays County)- Commissioner Debbie Gonzales-Ingalsbe, Expires December 31, 2021

Position #4 (Hays County) - Commissioner Lon Shell, Expires December 31, 2020. New Term will expire December 31, 2022.

Position #5 (Mutually Agreed Upon)- Bobby Warren, Expires December 31, 2021

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

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 of $939.65 to Amazon for Standing Desk Converters/ergonomic products, where no purchase order was issued as required by the County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	$939.65

LINE ITEM NUMBER

003-730-00.5391

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jenifer O'Kane/Shari Miller	JONES	

SUMMARY

This order was approved by the Hays County Human Resources Department following an Ergonomic Assessment conducted in the Kyle substation. These funds are reimbursable through United Healthcare Wellness.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute an Amendment To Right of Reverter In Right of Way Dedication Deed for property donated by Sunfield MUD #4 on or about December 15, 2015 for the FM 2001 West realignment project extending the termination date of the donation an additional five years.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

This property originally donated in December of 2015 represents ROW for the County's FM 2001 West realignment project from Sunbright Blvd. to existing FM 2001. This will extend the dedication term from 5 years to 10 years.

AMENDMENT TO RIGHT OF REVERTER
IN RIGHT-OF-WAY DEDICATION DEED

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

Sunfield Municipal Utility District No. 4, in its capacity as an owner and operator ("MUD No. 4") ("Grantor"), gave, donated and conveyed to Hays County, Texas ("Grantee") that certain real property located in Hays County, Texas (the "ROW Property") depicted and described in the Right of Way Dedication Deed recorded under Document No. 15040285 of the Official Public Records of Hays County, Texas (the "Dedication Deed"). This grant of the ROW Property was of a determinable interest, and Grantor retains and reserves the reversionary interest.

Grantor and Grantee desire to amend the conditions under which the interest of Grantee terminates and reverts to Grantor. Accordingly, Grantor and Grantee hereby agree that if the Improvements, as defined in the Dedication Deed, are not fully constructed and accepted by Grantee within ten (10) years of the Effective Date of the Dedication Deed ("Primary Term"), or if the ROW Property is not used, maintained, and open to the public for vehicular traffic by Grantee or another public entity at the end of the Primary Term, or upon cessation of continuous use and maintenance of the Improvements for such vehicular traffic at any time after the end of the tenth (10th) anniversary of the Effective Date, the interest of Grantee terminates and reverts to Grantor (automatically, and without need of reentry or any other action by Grantor). Upon termination of Grantee's interest, Grantee upon request shall execute and deliver to Grantor an instrument in recordable form acknowledging that its interest has terminated.

This Amendment is incorporated into the Dedication Deed by reference. Other than this Amendment, the Dedication Deed has not been modified or amended and is in full force and effect. This Amendment and the Dedication Deed embody the entire agreement between the Parties relative to the subject matter, and there are no oral or written agreements between the Parties, nor any representations made by either Party relative to the subject matter, which are not expressly set forth in this Amendment and the Dedication Deed.

[Signatures appear on the following pages]

EXECUTED this ___ day of _____, 2020.

GRANTOR:

SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4

By:_____
Name: Reed Coleman
Title: President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

On _____, 2020, before me personally appeared Reed Coleman, President of Sunfield Municipal Utility District No. 4, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

_____
Notary Public – State of Texas

GRANTEE:

HAYS COUNTY, TEXAS

By:_____
Name: Ruben Becerra
Title: Hays County Judge

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Ruben Becerra, County Judge of Hays County, Texas, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said county.

(Seal)

_____
Notary Public – State of Texas

AFTER RECORDING RETURN TO:

Hays County
111 E. San Antonio St. #202
San Marcos, TX 78666
Attn: Mark Kennedy

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 appointment of Joshua Harper to serve on Emergency Services District #2, two year term ending December 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

SUMMARY

Joshua Harper will be replacing the long-serving member Jim Hollis.

JOSHUA HARPER

[redacted]

About

Long term resident of Hays County with multiple generations of family living in this area. Previous experience selling technical products and services into government and industrial fire departments. Attended Hays CISD schools from Buda Elementary through Hays High School before attending Texas A&M.

EXPERIENCE

2013 - Current The Master Lock Company

- National Accounts Manager

2011 - 2013 HAGEMEYER NORTH AMERICA

- Government Manager for Texas & New Mexico

2009 - 2011 City of Odessa

- Recreation & Special Events Supervisor

2009 R·W·BECK

- Beck Disaster Recovery – Hurricane Ike Regional Disaster Recovery Manager

Education & Certifications

Texas A&M University
2007 - B.S. Recreation Parks Administration

OSHA10/OSHA 30
Federal Emergency Management Agency Public Assistance Process Certificate
FEMA Special Events Contingency Planning for Public Safety Agencies Certificate
FEMA Supervisor Equal Employment Opportunity Certificate
FEMA Safety Certificate

Previous Boards & Appointments

Hays CISD School Naming Committee
Buda Construction Appeals Review Board
Buda Historic Preservation Board
Texas Recreation Parks Society Board of Directors

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 reappointment of Stacy Morgan to serve on Emergency Services District #2, a two year term ending December 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

SUMMARY

Stacy Morgan has agreed to continue to serve.

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 reappointments of Paul Kaskie, Scott Stevens, and Jim Weatherford to serve on Emergency Services District #8, two year terms ending December 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

SUMMARY

Kaskie, Stevens and Weatherford have agreed to continue to serve on the board.

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 reappointments of Susan Meckel and Eric Holen to serve on Emergency Services District #5, two year terms ending December 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

SUMMARY

Meckel and Holen have agreed to continue serving.

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 reappointment of James Holt to the Plum Creek Conservation District for a four year term ending December 31, 2024.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

SUMMARY

Holt has agreed to serve.

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 reappointments of Jerry Borcherding, Director of Transportation, as the primary voting member on the Technical Advisory Committee of CAMPO, and Tim Van de Vorde, Assistant Transportation Superintendent, as the alternate voting member.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

SUMMARY

2021 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER:

*Name: Jerry H. Borcherding

*Title: Director of Transportation

*Organization: Hays County

*Representing: Hays County

*Address: 2171 Yarrington Road, San Marcos, Texas 78666

*Phone: 512 738 2080

*Email: jerry@co.hays.tx.us

*Term Expiration: January 31, 2022

ALTERNATE VOTING MEMBER:

*Name: Winton Porterfield

*Title: Planner

*Organization: Hays County

*Representing: Hays County

*Address: 2171 Yarrington Road, San Marcos, Texas 78666

*Phone: 512 560 7734

*Email: Winton.Porterfield@co.hays.tx.us

*Term Expiration: January 31, 2022

Return to: Kimberly Petty, Executive Assistant
CAMPO
3300 N. IH-35, Suite 630
Austin, Texas 78705
kimberly.petty@campotexas.org

jerry borcherding
Signature of Appointing Official

***DEADLINE FOR COMPLETED FORM - DECEMBER 18, 2020**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the appointment of John Nett, City of Buda Engineer and Floodplain Administrator as the primary voting member on the Technical Advisory Committee of CAMPO, and appoint Chad Gilpin, City of Dripping Springs Engineer, as the alternate voting member.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	N/A

SUMMARY

2021 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER – (SMALLER CITIES):

*Name: John Nett

*Title: City Engineer

*Organization: City of Buda

*Representing: Hays County Smaller Cities

*Address: 405 E. Loop St., Bldg. 100, Buda, TX 78610

*Phone: 512-523-1025

*Email: jnett@ci.buda.tx.us

*Term Expiration: January 31, 2022

ALTERNATE VOTING MEMBER – (SMALLER CITIES):

*Name: Chad Gilpin

*Title: City Engineer

*Organization: City of Dripping Springs

*Representing: Hays County Smaller Cities

*Address: 511 Mercer St., Dripping Springs TX 78620

*Phone: 512-858-4725

*Email: cgilpin@cityofdrippingsprings.com

*Term Expiration: January 31, 2022

Return to: Kimberly Petty, Executive Assistant
CAMPO
3300 N. IH-35, Suite 630
Austin, Texas 78705
kimberly.petty@campotexas.org

_____
Signature of Appointing Official

***DEADLINE FOR COMPLETED FORM - DECEMBER 18, 2020**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the reappointments of Dennis Lane and Robert Luddy to the Board Hays County Emergency Services District #1, terms ending December 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

Lane and Luddy have both agreed to continue serving on the board.

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 host the annual Local Emergency Planning Committee Luncheon and use $475.00 to provide lunch for the attendees.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	$475.00

LINE ITEM NUMBER

001-656-98-313.5391 CERT Miscellaneous

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In accordance with the Emergency Planning and Community Right to Know Act (EPCRA) and under the direction of the Texas Commission on Environmental Quality (TCEQ), Hays County Office of Emergency Services is requesting authorization to host the annual Local Emergency Planning Committee working lunch meeting on December the 17th 2020. Business and community partners will meet to provide updates on emergency response planning and provide/receive information on hazardous materials sites. LEPC Stakeholder participation is required and must include local business/facility representatives.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 2 mobile homes at 1851 Mathias Ln, Kyle, TX 78640.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Gloria Alvarez is proposing an On-Site Sewage System to serve 2 Single Family Residences. This 3.55-acre tract of land will be served by public water.
The system designer, Karel Zaleski, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via surface disposal for a maximum daily rate of 420 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize a sole source purchase of two PortaCount Mask Fit Testers from TSI, Inc. valued at $36,450 for the Local Health Department related to Covid-19 response and recovery efforts.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	$36,450

LINE ITEM NUMBER

009-763-99-131.5719_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a County Purchasing Policy exemption from the three quotes requirement since product is available form only one sole source.

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

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

SUMMARY

On October 13, 2020 the Commissioner's Court authorized the purchase of mask fit testers utilizing the Coronavirus Relief Funds (CRF). TSI is the sole manufacturer and calibration servicer of PortaCount Mask Fitters and has not authorized any third-party distribution and/or resell channels in the USA or Canada. As first responders increasingly risk exposure to airborne respiratory hazards during emergency response, an increased focus on training and fit testing for respiratory protection is essential. Quantitative fit testing gives objective results for both N95 respirators and elastomeric respirators. The LHD is requesting an exemption from the Purchasing Policy requiring three quotes and authorize this vendor as a sole source purchase.

Attached: TSI, Inc. Quote #20181175
Sole Source Letter

500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (303) 385-7547
Fax: (651) 490-3824
Web: www.tsi.com
Email: kirk.olson@tsi.com

Quotation

Quote Contact
Amy Wolf
Tel: (512) 393-5569
Email: amy.wolf@co.hays.tx.us

Bill-To-Party
Hays County Health Dept
Accounts Payable
401 Broadway St Ste A
San Marcos TX 78666-7771

Ship-To-Party
Hays County Health Dept
Attn: Amy Wolf
401 Broadway St Ste A
San Marcos TX 78666-7771

Make PO Out To:
TSI Inc.

Quotation Number	20181175
Quotation Date	08/20/2020
Customer No	533819
Cust. Ref.	
Incoterms	2010 CPT: Prepay & Add Consignee's Premises
Payment Term	Net 30 days
Valid To	12/31/2020
Currency	USD
Method of Payment	PO, Visa, Amex, Mastercard

Reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
1	8048-T PortaCount Model 8048-T; w/ Tablet Respirator Fit Tester Includes: Carry Case; AC Adapter with Universal Plug Set; 8026 Particle Generator (115 VAC); Alcohol Cartridge; Alcohol Fill Capsule; Storage Cap; (2) Zero Check Filters; 3/16" and 1/4" Hose Adapters; (2) Spare Alcohol Wicks; (100) Sampling Probes; (100) Lock Washers; Probe Insertion Tool; Neck Strap; 8016 Alcohol Supply containing (16) 30mL Bottles of Reagent Grade Isopropyl Alcohol; FitPro Ultra Fit Test Software; Microsoft® Surface Go® Tablet; WiFi USB Adapter; USB-A & USB-C Cable; and 2-Year Warranty	2.00 EA	13,400.00	26,800.00
2	8025-N95 Fit Test Sampling Probe Kit -N95 Probe Kit for fit testing disposable filtering-facepiece respirators. Includes Installation Tool Set, 500 Probes, 500 Push Nuts, Instructions.	2.00 EA	205.00	410.00
	Promo Discount Amt			120.00-
3	B2B5-8048 QG B2B Warranty, 5-Yr, PortaCount 8048 Recommended. INCLUDES Five Annual Clean and Calibration Services, and extends Full Warranty to 5-years total for repairs at NO EXTRA CHARGE. Locks in pricing for the full term of 60-months, and includes return shipping back to customer when repair or Annual Clean and Calibration Services are performed.	2.00 EA	4,680.00	9,360.00

500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (303) 385-7547
Fax: (651) 490-3824
Web: www.tsi.com
Email: kirk.olson@tsi.com

Quotation

Bill-To-Party
Hays County Health Dept

Quotation Number 20181175
Quotation Date 08/20/2020

Item	Material/Description	Quantity	Unit Price	Amount
4	804004 USB Hub, 4 USB-A Ports USB HUB, 4 USB-A PORTS Used for Group Fit Testing	2.00 EA	45.00	90.00
	Promo Discount Amt			90.00-
5	804005 USB-A(M) to USB-A(F) Ext Cable, 6 ft/2m PORTACOUNT USB EXTENDER CABLE (USB-A TO USB-A) Used for Group fit testing	2.00 EA	25.00	50.00
	Promo Discount Amt			50.00-
			Sub Total	36,450.00
			Total Amount	36,450.00

1) Please email orders to: kirk.olson@tsi.com

2) If your organization is tax exempt, please send a copy of your certificate along with your order.

3) Shipping is Pre-pay and Add to final invoice, or customer can provide their own UPS, or FedEx account shipping number at time of order or on purchase order.

4) Kirk Olson
Direct Sales Specialist II
TSI Health & Safety Division
(303) 385-7547
Kirk.Olson@tsi.com

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.

Kirk Olson
TSI Incorporated Date 08/20/2020

TSI Terms and Conditions apply and are incorporated by reference. See http://www.tsi.com/tc.pdf
For payment terms, complete credit application at http://www.tsi.com/credit-app/

September 17, 2020

Amy Wolf
Hays County Health Dept
401 Broadway St Ste A
San Marcos, TX 78666

Dear Ms Wolf,

TSI Incorporated is the sole manufacturer and calibration service of the TSI PortaCount Models: 8030, 8038, 8040, 8048, 8040-T, and 8048-T.

The PortaCount is solely manufactured by TSI, Inc. in Shoreview, Minnesota. Furthermore, in North America (USA and Canada), the PortaCount is sold and supported by direct, TSI factory employees.

TSI, Inc. has NO AUTHORIZED third Party distribution and/or reseller channels in the USA or Canada for the PortaCount product line.

TSI's calibration system meets ISO 9001:2008 and complies with ISO 10012:2003; Measurement management systems – Requirements for measurement processes and measuring equipment.

TSI performs calibrations and certifies the instruments to conform to the original manufacturer's specifications and have been calibrated using standards whose accuracies are traceable to the National Institute of Standards and Technology (NIST).

Best Regards,

Kirk Olson
Direct Sales Specialist II
Health & Safety Division
TSI Incorporated
Phone: (303) 385-7547 | Email: kirk.olson@tsi.com | Website: www.tsi.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

Approve out of state travel for members of the Hays County Veterans Court team to attend the National Association of Drug Court Professionals (NADCP) Rise 21 Conference in National Harbor, MD May 12-15, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 8, 2020	N/A

LINE ITEM NUMBER

001-612-99-097.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The NADCP has convened the only national conference for treatment court professionals to expand treatment for individuals with substance use and mental health disorders. Attendees will gain new tactics, insights and increased ability to improve the success of the Hays County Veterans Court. Texas Veteran's Commission Treatment Court Grant funds will be utilized to pay for associated travel expenses.

Hays County Veterans Court team is as follows:
Jason Anika, Veterans Treatment Court Supervision Officer
Laura Balo, Veterans Treatment Court Coordinator
Landon Cambell, Assistant District Attorney
Andrea Farrell, Assistant District Attorney
Michael G. Hernandez, Veterans' Service Officer
Brenda Jarden-Holter, Veterans' Treatment Court Defense Attorney
Chris Johnson, Hays County Judge, County Court-at-Law 2
Gerald Ramcharan, Veterans Treatment Court Program Manager
Jeffrey Weatherford, Assistant District Attorney, Veterans Treatment Court Prosecutor

Attachment: NADCP Rise 21 Program

NADCP RISE21 Program

May 12-15, 2021 | National Harbor, MD

Wednesday, May 12, 2021			
7:45 a.m. – 9:00 a.m. (ET) Discipline-Specific Sessions – A			
A-1	**A-2**	**A-3**	**A-4**
First-Time Conference Attendee Orientation Session	*Judges – Adult, VTC, and DWI Treatment Courts*	*Judges – Juvenile, Family, and Mental Health Courts*	*Administrators and Coordinators*
A-5	**A-6**	**A-7**	**A-8**
Prosecutors	*Defense Attorneys*	*Substance Use Disorder and Mental Health Disorder Treatment Providers – Adults*	*Substance Use Disorder and Mental Health Disorder Treatment Providers - Adolescents*
A-9	**A-10**	**A-11**	**A-12**
Community Supervision and Case Management – Adults and Adolescents	*Law Enforcement*	*Recovery Coaches, Peer Support, Peer Mentors, and Alumni*	*Researchers and Evaluators*
9:30 a.m. – 12:30 p.m. (ET) Skills-Building Sessions – B			
B-1	**B-2**	**B-3**	**B-4**
Incentives, Sanctions, and Therapeutic Responses: The Practical Application of the Science of Behavior Change - Staffing Decisions and Delivery in the Courtroom	*Equity and Inclusion Assessment Tool*	*Pharmacology of Drugs and Effective Treatment Interventions: Opiates, Stimulants, and Alcohol*	*Motivational Interviewing and System: The Identification of System Motivation to Evoke Client-Desired Change*
B-5	**B-6**	**B-7**	**B-8**
Drug Testing: A Comprehensive Review of Best Practice Fundamentals	*Ethics and Legal Issues for Supervision, Treatment, and Other Professionals*	*Family Treatment Court Best Practice Implementation: The What, Why, and How*	*Ethics and Legal Issues for Judges and Attorneys*
B-9	**B-10**	**B-11**	**B-12**
The Juvenile Drug Court Guidelines: Research Findings to Date to Guide Program Improvement	*Documentary - The Definition of Insanity*	*DOPE – De-escalating Officer Patrol Encounters*	*Gender-Specific Treatment and Recovery Management*
12:30 p.m. – 1:45 p.m. (ET) Lunch			
1:45 p.m. – 3:00 p.m. (ET) Training Sessions – C			
C-1	**C-2**	**C-3**	**C-4**
A Deeper Dive into Risk, Needs, Responsivity	*Discovery, Dropout Prevention vs. Recovery, Relapse Prevention: Doing Treatment and Change, Not Doing Time*	*Failing Another Test in Addressing Mental Health Disparities*	*Other Than Honorable Discharges: What They Are, Why They Are Common in VTCs, and How You Can Obtain Services for Veterans With Them*
C-5	**C-6**	**C-7**	**C-8**
Cognitive Behavioral Treatment for Justice-Involved Individuals	*The Rural Toolkit*	*The Treatment Court Judge: Demands, Demeanor, and Decision-Making*	*Medical Marijuana and Treatment Courts*
C-9	**C-10**	**C-11**	**C-12**
Innovation and Technology (Sponsored Session)	*Innovation and Technology (Sponsored Session)*	*Innovation and Technology (Sponsored Session)*	*Innovation and Technology (Sponsored Session)*
3:30 p.m. - 5:00 p.m. (ET) Opening Ceremony			

NADCP RISE21 May 12-15, 2021 | National Harbor, MD

Program

Thursday, May 13, 2021			
7:45 a.m. - 9:00 a.m. (ET) Concurrent Sessions – D			
D-1	**D-2**	**D-3**	**D-4**
Is Risk a Four-Letter Word?	*Giving African Americans and Women a Voice in Treatment Court: Program Evaluation Through Culturally Informed and Gendered Lenses*	*Marijuana Legalization: What Treatment Court Professionals Need to Know*	*Collaborative Case Management*
D-5	**D-6**	**D-7**	**D-8**
Attention All Treatment Courts: Innovations to Improve Family Functioning and Wellness	*Addressing Vicarious Trauma Among Treatment Court Professionals*	*Five Key Principles in Helping People Change: Implications for Policies and Practices in Drug and Treatment Courts*	*Storm Clouds on the Horizon: Burning Issues in Treatment Courts*
D-9	**D-10**	**D-11**	**D-12**
Predatory Treatment Practices	*Methamphetamine, Cocaine, and Other Stimulants*	*Fight Like a Girl: Coping with Job-Related Trauma for First Responders and Front-Line Workers*	*Innovation and Technology (Sponsored Session)*
D-13 Veteran Mentor Corps Boot Camp	**D-14 Veteran Mentor Coordinator**		
The VTC Treatment Court Model: How It All Works	*The VTC Mentor Coordinator/Program Coordinator*		
9:30 a.m. - 10:45 a.m. (ET) Concurrent Sessions – E			
E-1	**E-2**	**E-3**	**E-4**
A Primer on Recovery-Related Research	*The Shape of Leadership: Leveraging Our Differences to Build Better Teams*	*Risk and Need: Implementing Multiple Tracks in Your Treatment Court Program (Updated)*	*VA Community Care Program: Mission Act*
E-5	**E-6**	**E-7**	**E-8**
Federal Priorities and the Future of Treatment Courts	*What You Should Know About Fines and Fees in Treatment Court*	*Participants' Experiences Using Medications for Addiction Treatment in Drug Court to Treat Their Opioid Use Disorders*	*Collaborative Case Management*
E-9	**E-10**	**E-11**	**E-12**
Drug Court Access and Justice for Immigrants	*Integrating the Healing to Wellness Court Model Into Family Courts*	*Working Wounded: Addressing Trauma and Secondary Trauma for First Responders and Front-Line Workers* *(This session will be repeated as L-3)*	*Innovation and Technology (Sponsored Session)*
E-13 Veteran Mentor Corps Boot Camp	**E-14 Veteran Mentor Coordinator**		
Who Are Our Veterans That Are Justice-Involved?	*Communicating Effectively With Your Mentoring Component*		
11:15 a.m. - 12:30 p.m. (ET) Concurrent Sessions – F			
F-1	**F-2**	**F-3**	**F-4**
Examining Treatment Court Phases Using Recovery Capital	*Advancing Justice: Emerging Best Practices in Law Enforcement Deflection and Community Supervision Programs*	*Impaired-Driving Pretrial Services: Strategies and Best Practice Recommendations*	*Veterans Reentry Search Service (VRSS) and the SQUARES Application*

F-5	F-6	F-7	F-8
The Four-Pronged Approach to Incentives and Sanctions in Juvenile Drug Treatment Courts	*Compassionate Jurisprudence*	*Motivational Interviewing–Based Strategies for Effectively Working With Treatment Court Participants*	*Using the Sequential Intercept Model (SIM) as a Strategic Planning Tool*
F-9	**F-10**	**F-11**	**F-12**
Using Data as Your Flashlight: Guiding the Way to Improved Outcomes	*Evidence-Based Treatment for Post-Traumatic Stress Disorder: An Introduction to Cognitive Processing Therapy, Prolonged Exposure, and Eye Movement Desensitization and Reprocessing*	*Implementing Best Practices When Delivering Incentives and Sanctions: Program Improvement/Outcomes*	*Innovation and Technology (Sponsored Session)*
F-13 Veteran Mentor Corps Boot Camp	**F-14 Veteran Mentor Coordinator**		
Mentor-Mentee Relationship Fundamentals	*Building, Executing, and Sustaining Your Mentoring Component*		
12:30 p.m. – 1:45 p.m. (ET) Lunch			
1:45 p.m. - 3:00 p.m. (ET) General Session 1 (GS-1) ***Leading the Way: How Treatment Courts Can Inspire Justice System Transformation***			
3:30 p.m. - 4:45 p.m. (ET) Concurrent Sessions – G			
G-1	**G-2**	***G-3***	***G-4***
Medications for Addiction Treatment: Legal and Ethical Issues	*Addressing Complex Cases in Treatment Courts*	*Substance Use Disorder Recurrence/Relapse Prevention and Response Planning*	*Clinicians and Peers Working Together: Innovative Approaches in Veterans Treatment Court*
G-5	**G-6**	***G-7***	***G-8***
Healing to Wellness Court: Tribal Nations Forum	*The Family's Role in Restoration*	*Building Adolescent Recovery Oriented Systems of Care*	*The Promise of Opioid Courts: Initial Lessons from 10 Counties in New York*
G-9	**G-10**	***G-11***	***G-12***
HEAT and HER: Effective Interventions for Young African American Men and Women	*Treating Impaired Drivers in Other Models of Treatment Court*	*Courage and Crucibles: Lessons We Learn from Leading in a Crisis*	*Innovation and Technology (Sponsored Session)*
G-13 Veteran Mentor Corps Boot Camp	**G-14 Veteran Mentor Coordinator**		
Active Listening Skills	*Community Connection Through Networking*		
5:15 p.m. - 6:30 p.m. (ET) Concurrent Sessions – H			
H-1	**H-2**	**H-3**	**H-4**
Completed Analyses of Racial Disparities in Drug Court Referral, Admission, and Graduation Rates	*Opioid Overdose Prevention and Other Harm Reduction Strategies*	*The Treatment Court Judge: Demands, Demeanor, and Decision-Making*	*Veterans Treatment Courts: Communicating Effectively During Challenging Times*
H-5	**H-6**	**H-7**	**H-8**
Engaged While Distant: Case Management Strategies During COVID and Beyond	*Heroin, Fentanyl, and Other Opiates*	*Facilitating Treatment and Recovery Management for a Disorder You've Never Had*	*Parental Addiction Initiative*
H-9	**H-10**	**H-11**	**H-12**
Drug Testing in Juvenile Drug Treatment Court	*Fostering Trauma-Informed Practices in Your Courtroom*	*Increasing Your Treatment Court Census*	*Innovation and Technology (Sponsored Session)*

H-13 Veteran Mentor Corps Boot Camp	H-14 Veteran Mentor Coordinator	
Building Your Veteran Community Coalition	*Sustaining the Wellness of Your Mentoring Component*	
7:00 p.m. – 9:30 p.m. (ET) RISE Film Festival		

NADCP RISE21 May 12-15, 2021 | National Harbor, MD

Program

Friday, May 14, 2021			
7:45 a.m. - 9:00 a.m. (ET) Concurrent Sessions - I			
I-1	**I-2**	**I-3**	**I-4**
So, We're Not Supposed to Use Jail: What Do We Do Instead? Alternatives to Incarceration as a Sanction	*Race-Based Stress and Trauma: Impacts of Systemic Injustice*	*Understanding Recovery Capital*	*Innovative Practices in the VA: Veteran Justice Programs*
I-5	**I-6**	**I-7**	**I-8**
Constitutional and Legal Issues in Adult Drug Courts	*What's Next for the Adult Drug Court Best Practice Standards: Revisions, Clarifications, and New Additions*	*A Primer on Addiction Neuroscience and Medications for Addiction Treatment for Treatment Court Professionals*	*Core Correctional Practices*
I-9	**I-10**	**I-11**	**I-12**
Combining Evidence-Based Practices to Prepare and Begin Treatment for Clients	*Bringing Housing to the Table in All Treatment Courts*	*Evaluation Boot Camp: Preparing Your Treatment Court for Internal and External Evaluation*	*Innovation and Technology (Sponsored Session)*
I-13 Veteran Mentor Corps Boot Camp & I-14 Veteran Mentor Coordinator			
Suicide Awareness and Prevention			
9:30 a.m. - 10:45 a.m. (ET) Concurrent Sessions - J			
J-1	**J-2**	**J-3**	**J-4**
Myth Busters: Dispelling Drug Testing Myths	*Why People Can't Just Change*	*Preventing Overdoses and Suicides in Treatment Courts in the Age of COVID-19 and Stressful Times*	*Echoes of War: The History of Combat Trauma, Its Ties to Criminal Behavior, and How We Can Do a Better Job This Time Around*
J-5	**J-6**	**J-7**	**J-8**
Change vs. Checklist: Using Coordinated Case Planning to Improve Engagement	*Sustaining Treatment Gains During and After a Period of Incarceration*	*Alcohol and Severe Alcohol Use Disorder*	*Enhancing Pathways to Latino Recovery with CLAS (Culturally and Linguistically Appropriate Services)*
J-9	**J-10**	**J-11**	**J-12**
Technological Innovations to Expand Access to Substance Use Disorder Treatment in Drug Courts	*The Role of Peer Support Services in Treatment Court*	*The Trauma-Informed Healing to Wellness Court*	*Innovation and Technology (Sponsored Session)*
J-13 Veteran Mentor Corps Boot Camp			
Boundaries			
11:15 a.m. - 12:30 p.m. (ET) Concurrent Sessions - K			
K-1	**K-2**	**K-3**	**K-4**
High in Plain Sight: The Climate of Rapidly Evolving Drug Trends and Concealment	*Motivational Interviewing for Judges*	*A Crosswalk: Risk/Need Responsivity and the ASAM Treatment Placement Criteria*	*Lessons from the Field: National Trends and Promising Practices in Veterans Treatment Courts*
K-5	**K-6**	**K-7**	**K-8**
The Role of Probation: Coach vs. Referee	*Relapse Prevention Plans as Part of Comprehensive Collaborative Case Plans*	*Program Crash: How to Revive Your DWI Court*	*Prosecutor and Defense Counsel: Working Effectively on the Treatment Court Team*

NADCP RISE21 May 12-15, 2021 | National Harbor, MD

Program

K-9	K-10	K-11	K-12
Integrated Case Management in Juvenile Drug Treatment Court	*Emerging Best Practices: Developing Service Systems to Work in Rural Settings*	*Implementing Best Practices in Family Treatment Court: Successes and Challenges*	*Innovation and Technology (Sponsored Session)*
K-13 Veteran Mentor Corps Boot Camp			
Taking a Closer Look: Mentor Self-Care			
12:30 p.m. – 1:45 p.m. (ET) Lunch			
1:45 p.m. - 3:00 p.m. (ET) Concurrent Sessions – L			
L-1	**L-2**	**L-3**	**L-4**
A Deeper Dive into Risk, Needs, Responsivity	*Co-Occurring Substance Use and Mental Disorders: Clinical Issues in Diagnosis, Treatment, and Pharmacotherapy*	*Working Wounded: Addressing Trauma and Secondary Trauma for First Responders and Front-Line Workers*	*Who Am I Now? Identity Loss, the Transition from Military to Civilian Life, and How It Affects Your Courts*
L-5	**L-6**	**L-7**	**L-8**
Clinical Skills to Improve Outcomes for Children, Adolescents, and Families	*Human Trafficking and Drug Courts: Strategies to Strengthen Court Responses and Address Survivor Needs*	*Promising Practices from the Field to Enhance Equity and Inclusion in Treatment Courts*	*Recovery Support Groups and Treatment Court*
L-9	**L-10**	**L-11**	**L-12**
Earlier the Better: How FTCs Are Improving Outcomes With an Early Intervention Approach	*From 28 Days to Outcome-Based: How Data Has Impacted Treatment for Impaired Drivers*	*Healing to Wellness Court Planning to Implementation: Lessons Learned*	*Innovation and Technology (Sponsored Session)*
3:30 p.m. - 4:45 p.m. (ET) General Session 2 (GS-2) ***The Improvisor's Mindset: How to Stay Present, Adapt, and Thrive***			
5:00 p.m. - 6:00 p.m. (ET) All Rise Ceremony			

NADCP RISE21 May 12-15, 2021 | National Harbor, MD

Program

Saturday, May 15, 2021	
7:00 a.m. - 8:15 a.m. (ET) Concurrent Sessions – M	
M-1	**M-2**
Responding to Participant Behavior: The Practical Application of Incentives, Sanctions, and Treatment Adjustments *(This session will be repeated as N-2)*	*The Challenges of 2020: Innovative Practices and Lessons Learned* *(This session will be repeated as N-1)*
8:45 a.m. - 10:00 a.m. (ET) Concurrent Sessions – N	
N-1	**N-2**
The Challenges of 2020: Innovative Practices and Lessons Learned	*Responding to Participant Behavior: The Practical Application of Incentives, Sanctions, and Treatment Adjustments*
10:30 a.m. - 11:45 a.m. (ET) Concurrent Sessions – O	
O-1	**O-2**
Dilute Urine Samples: Courts' Response to Low Creatinine Specimens	*Self-Care: Ways You Can Cope with Stress, Anxiety, and Isolation in Difficult Times*
12:00 p.m. - 1:30 p.m. (ET) General Session 3 (GS-3) ***Why Treatment Courts Are Essential Today***	

GENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute an Interlocal Agreement between Hays County and the City of San Marcos related to the County's Old Bastrop Highway (CR 266) Project as part of the 2016 bond program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 8, 2020	$0.00

LINE ITEM NUMBER

035-801-96-522]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	INGALSBE	N/A

SUMMARY

Hays County is constructing improvements to Old Bastrop Highway (CR 266) between Centerpoint Road and Rattler Road as part of the County's 2016 Road Bond Program. A portion of the improvements are located within the City of San Marcos' corporate limits. Additionally, Hays County is acquiring two easements for use by the City of San Marcos. One easement is a replacement easement to be acquired by the County at no cost to the City and one easement is a non-replacement easement that the County will acquire and for which the City will reimburse the County for fifty percent (50%) of all costs related to the acquisition of the easement. Also, a relocation of the City's water line is necessary and the County and City have determined that is more economical or efficient for the relocation to be accomplished as part of the Old Bastrop Highway (CR 266) construction project. The City will reimburse Hays County for one hundred percent of the water line relocation and fifty percent of all costs related to the acquisition of the non-replacement easement at a not-to-exceed total amount of $1,550,000.00. In the event the total costs of the water line replacement and fifty percent of the acquisition costs associated with the non-replacement easement exceed $1,550,000, the Interlocal Agreement would be amended. The Interlocal Agreement would memorialize the roles and responsibilities of Hays County and the City of San Marcos regarding the acquisition by the County of the replacement easement and non-replacement easement, the participation of the City of San Marcos in costs related to the relocation of the City's water line that will be joint bid with the roadway construction and acquisition of the non-replacement easement, and permission for Hays County to construct improvements within the City's corporate limits.

Attachment: City of San Marcos ILA

Budget Amendment:
Increase Intergovernmental Revenue .4301 - ($1,550,000)
Increase Construction_Operating .5611_400 - $1,550,000

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF SAN MARCOS
RELATED TO THE OLD BASTROP HIGHWAY (CR 266) PROJECT

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

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

RECITALS

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

WHEREAS, the County desires to rehabilitate Old Bastrop Highway (CR 266) from Centerpoint Road to Rattler Road; and

WHEREAS, a portion of Old Bastrop Highway (CR 266) lies within the city limits of San Marcos; and

WHEREAS, the rehabilitation of Old Bastrop Road (CR 266) will affect certain easement and interests of the City; and

WHEREAS, the City also desires to install a new 16-inch water main along Old Bastrop Highway (CR 266) from Centerpoint Road to Rattler Road, and it is beneficial to the City and the County to install the water main while the work on rehabilitating Old Bastrop Road (CR266) is being performed rather that after the road is paved and completed; and

WHEREAS, the County and the City desire to cooperate in the expeditious rehabilitation of Old Bastrop Highway (CR 266) from Centerpoint Road to Rattler Road, while accommodating the affected interests of the City, including the installation of the 16-inch water main(the "Project");

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

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's participation in the design and construction of the Project. The Project includes paving and drainage improvements from Centerpoint Road to Rattler Road, at the approximate location shown on Exhibit A, Project Location.

II.
COUNTY OBLIGATIONS

2.01 Design Costs. The County shall be responsible for contracting with the firm of Doucet & Associates ("Design Firm") regarding the engineering and design costs for the Project, except for the engineering and design costs associated with the City's 16-inch waterline. The City shall be responsible for all costs related to the design of a 16-inch waterline that will be bid for construction jointly with the construction of the Project. The Project Design Costs are estimated to be $530,000.00.

2.02 Acquisition of Utility Easements. The County shall purchase one 30-foot utility easement ("replacement easement") to replace an existing 30-foot City of San Marcos-owned utility easement as shown on Exhibit C, Existing and Proposed Easement Locations, the cost of which shall be 100% the responsibility of the County. The proposed general location of the new 30-foot easement is shown on Exhibit C, Existing and Proposed Easement Locations. The County shall also purchase a 20-foot utility easement ("non-replacement easement") that does not replace an existing City of San Marcos utility easement, the proposed general location of which is shown on Exhibit C, Existing and Proposed Easement Locations, and for which the City of San Marcos shall reimburse the County for fifty-percent (50%) of all acquisition-related costs, including acquisition services, appraisal and other miscellaneous expenses, and the purchase cost of the non-replacement easement. Upon acquisition of the replacement easement, the County shall deed the easement to the City of San Marcos and, upon request of the County, the City will provide a release of the portion of the old easement being replaced. Upon acquisition of the non-replacement easement, the County shall assign the easement jointly to both the City of San Marcos and Bluebonnet Electric Cooperative. Estimated acquisition costs for the non-replacement easement are shown on Exhibit B, Estimated City of San Marcos Project Costs.

2.03 Construction Costs. The County shall be responsible for all costs associated with the construction of the Project, with the exception of the costs associated with the construction of the aforementioned City of San Marcos 16-inch waterline that will be bid for construction jointly with the construction of the Project. The estimated Project Construction Cost is $4,598,276; the estimated waterline Construction Cost is $1,550,000.00.

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

2.05 Inspection. The City may inspect all aspects of the Project during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by

the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction implemented with the agreement of the City.

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

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

III.
CITY OBLIGATIONS

3.01 Design Reimbursements. As stated above, the County shall contract with the Design Firm, and be responsible for the payment of all Design Firm invoices, with the exception of the design of a City of San Marcos 16-inch waterline that will be bid for construction jointly with the construction of the Project. The City shall be responsible for all costs associated with the design of the 16-inch City of San Marcos waterline. The City is contracting separately with a Design Firm and will be responsible for all Design Firm invoices for the design of the 16-inch City of San Marcos waterline. Design costs for any changes requested by the City during construction shall be negotiated with the County and be addressed in an Amendment to this Interlocal Agreement, as appropriate.

3.02 Utility Easement Acquisition Reimbursements. As stated above, the County shall purchase a 20-foot utility easement ("non-replacement easement") that does not replace an existing City of San Marcos utility easement and for which the City of San Marcos shall reimburse the County for 50% of all acquisition-related costs, including acquisition services, appraisal and other miscellaneous expenses, and the purchase cost of the non-replacement easement. Upon acquisition of the non-replacement utility easement, the County shall assign the easement jointly to the City of San Marcos and Bluebonnet Electric Cooperative. Estimated acquisition costs for the non-replacement easement are shown on Exhibit B, Estimated City of San Marcos Project Costs.

3.03 Construction Reimbursements. As stated above, the County shall be responsible for all costs associated with the construction of the Project, with the exception of the construction of the aforementioned City of San Marcos 16-inch waterline that will be bid for construction jointly with the construction of the Project. The estimated Project Construction Cost is $4,598,276. Estimated costs for the construction of the 16-inch waterline are shown on Exhibit B, Estimated City of San Marcos Project Costs. Construction costs for any changes requested by the City during construction shall be negotiated with the County and be addressed in an Amendment to this Interlocal Agreement, as appropriate.

3.04 Terms of Reimbursement.

(a) The City will reimburse the County for the Utility Easement Acquisition Reimbursements as stated above within 30 days after the closing date for the non-replacement utility easement acquisition.

(b) The City will reimburse the County for any Design changes requested by the City during construction related changes to the design and construction 16-inch waterline within 30 days the County making payment to the Design Firm.

(c) The City shall pay the County the amount submitted by the successful low bidder of the Project in the amount equal to the construction costs of the 16-inch waterline. The full City Participation Amount for the construction of the 16-inch waterline shall be due within thirty (30) days after the opening of construction bids for the Project. If the City must amend this agreement as a result of the construction cost, the City will require sixty (60) days to obtain City Council approval on the Agreement amendment, unless the change in costs in the amendment is within the lawful authority of the City Manager to administratively approve. Any unused funds paid by the City will be reimbursed to the City within 30 days after acceptance of the Project and termination of this Agreement.

3.05 Permission to Construct. The City agrees to allow the County to construct the Project within the City's boundaries.

3.06 City Participation Amount. The Total Funding limits of this agreement are listed in Exhibit B. Funds listed in Exhibit B are an estimate and not exclusive to each item listed. If the Total Funding Amount exceeds the amount listed in Exhibit B, this Agreement must be amended by mutual written agreement to reflect such increase.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

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

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

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

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

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

V.
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

CITY:
630 East Hopkins
San Marcos TX, 78666
Attn: Shaun Condor
Telephone: (512) 393-8134
Facsimile: N/A
Email: scondor@sanmarcostx.gov

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

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

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

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

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

(SIGNATURES ON FOLLOWING PAGE)

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
County Clerk

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

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

_____
Notary Public, State of Texas

CITY OF SAN MARCOS, TEXAS

By: _____
Bert Lumbreras, City Manager

Date: _____

ATTEST:

By: _____
Tammy K. Cook, Interim City Clerk

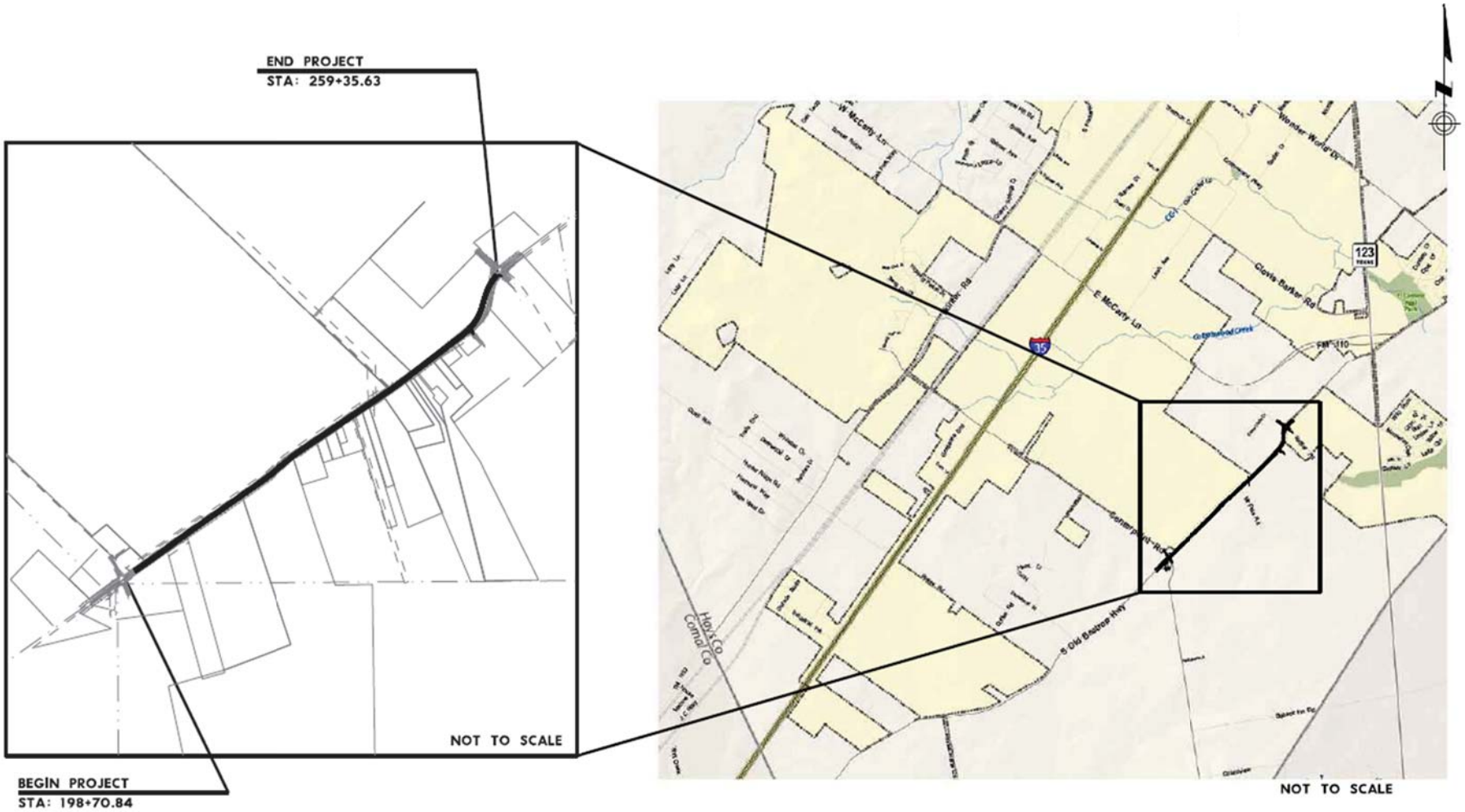
THE STATE OF TEXAS §
§
COUNTY OF HAYS §

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

_____
Notary Public, State of Texas

20200707OldBastropHighwayILA_rev5changesacceptedCLEAN.docx

EXHIBIT A
PROJECT LOCATION

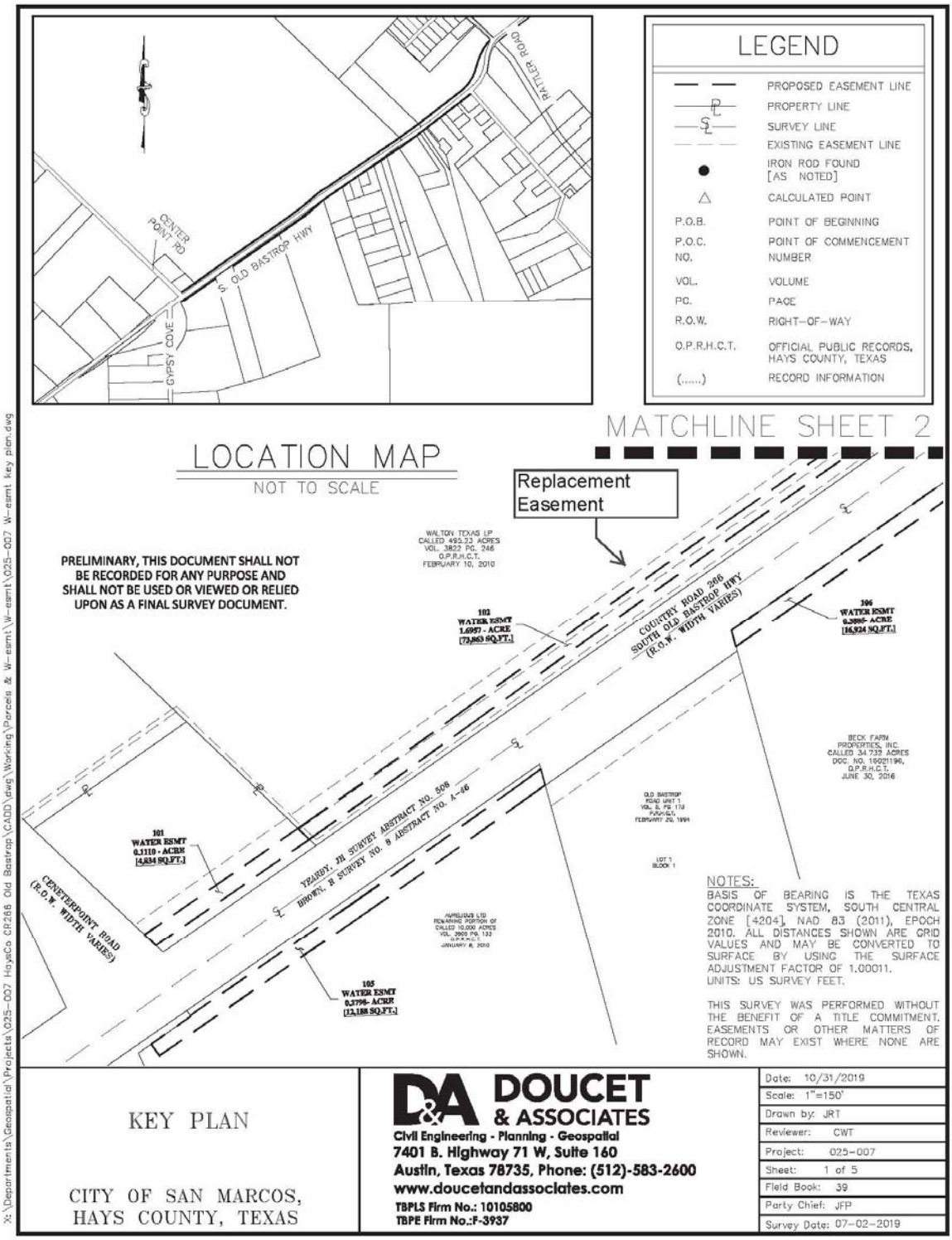


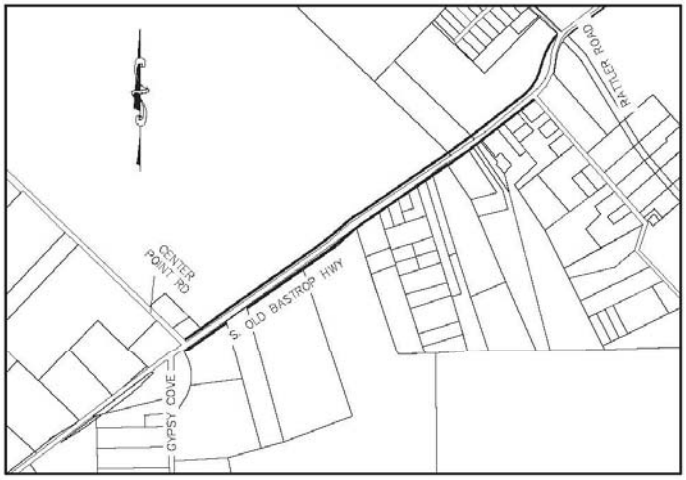
6

EXHBIT B
ESTIMATED CITY OF SAN MARCOS PROJECT COSTS

Cost Item	
Construction Cost (16" joint bid waterline)	$1,437,310.34
Non-Replacement Easement Costs (Estimated Values):	
50% Appraisal and Misc. Expenses	$1,900.00
50% Acquisition Services	$4,100.00
50% Purchase Cost (to be determined by appraisal)	$106,689.66
APPROXIMATE TOTAL FOR CITY PARTICIPATION (Not To Exceed)	$1,550,000.00

EXHIBIT C
EXISTING AND PROPOSED EASEMENT LOCATIONS



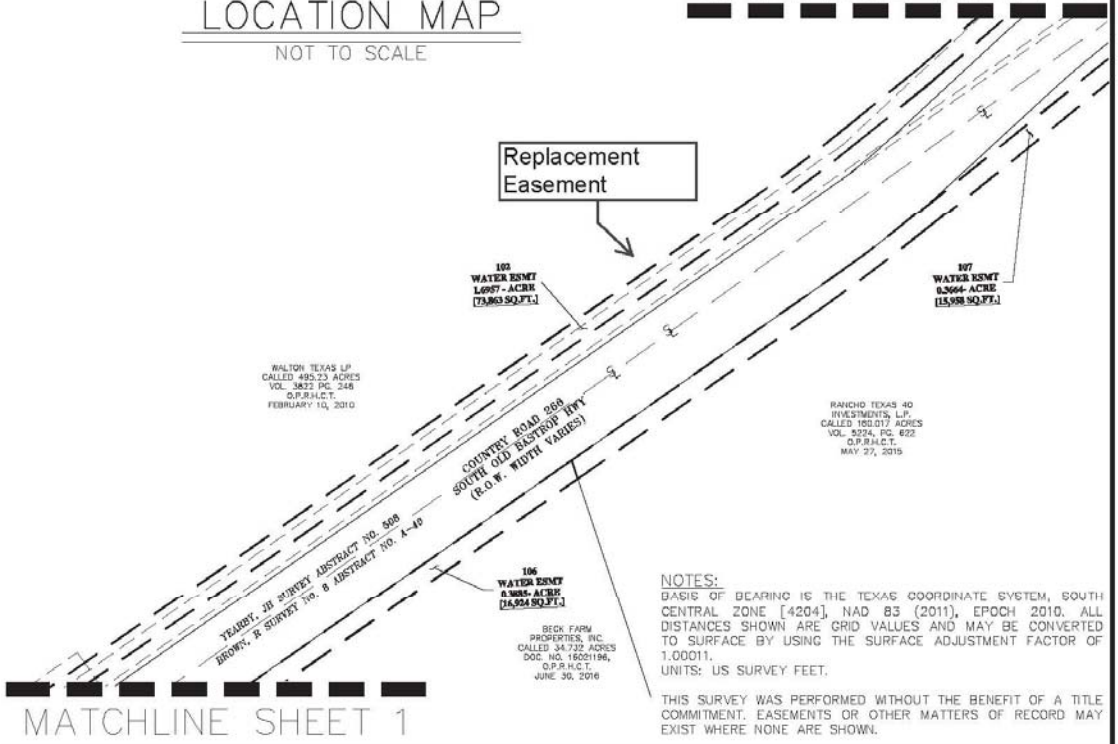


PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

LOCATION MAP

NOT TO SCALE

MATCHLINE SHEET 3



NOTES:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00011.

UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

MATCHLINE SHEET 1

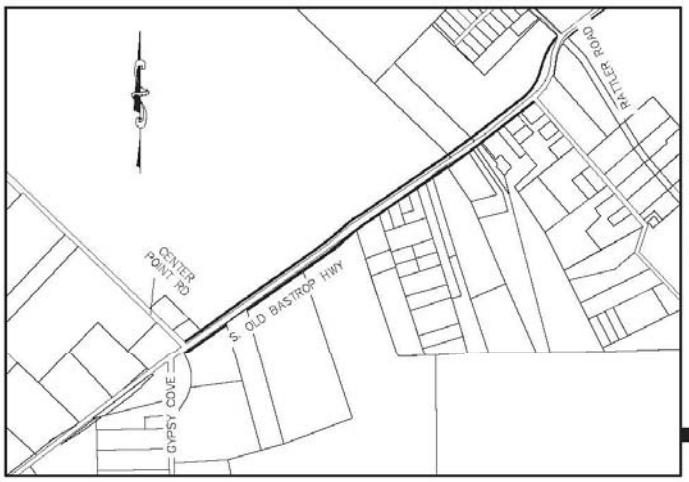
X:\Departments\Geospatial\Projects\025-007 HaysCo CR266 Old Bastrop\CADD\dwg\Working\Parcels & W-esmt\W-esmt\025-007 W-esmt key plan.dwg

KEY PLAN

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	10/31/2019
Scale:	1"=150'
Drawn by:	JRT
Reviewer:	CWT
Project:	025-007
Sheet:	2 of 5
Field Book:	39
Party Chief:	JFP
Survey Date:	07-02-2019



NOTES:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00011.
UNITS: US SURVEY FEET.

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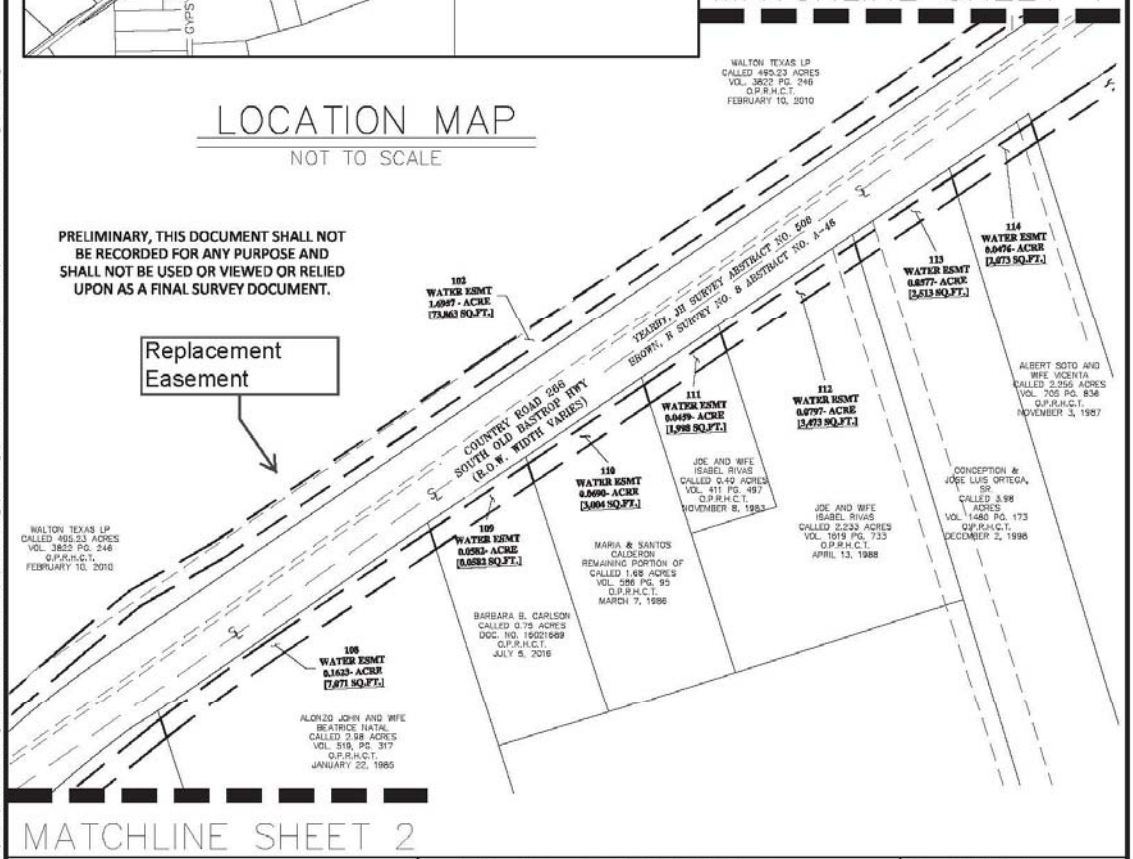
MATCHLINE SHEET 4

LOCATION MAP
NOT TO SCALE

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Replacement Easement



MATCHLINE SHEET 2

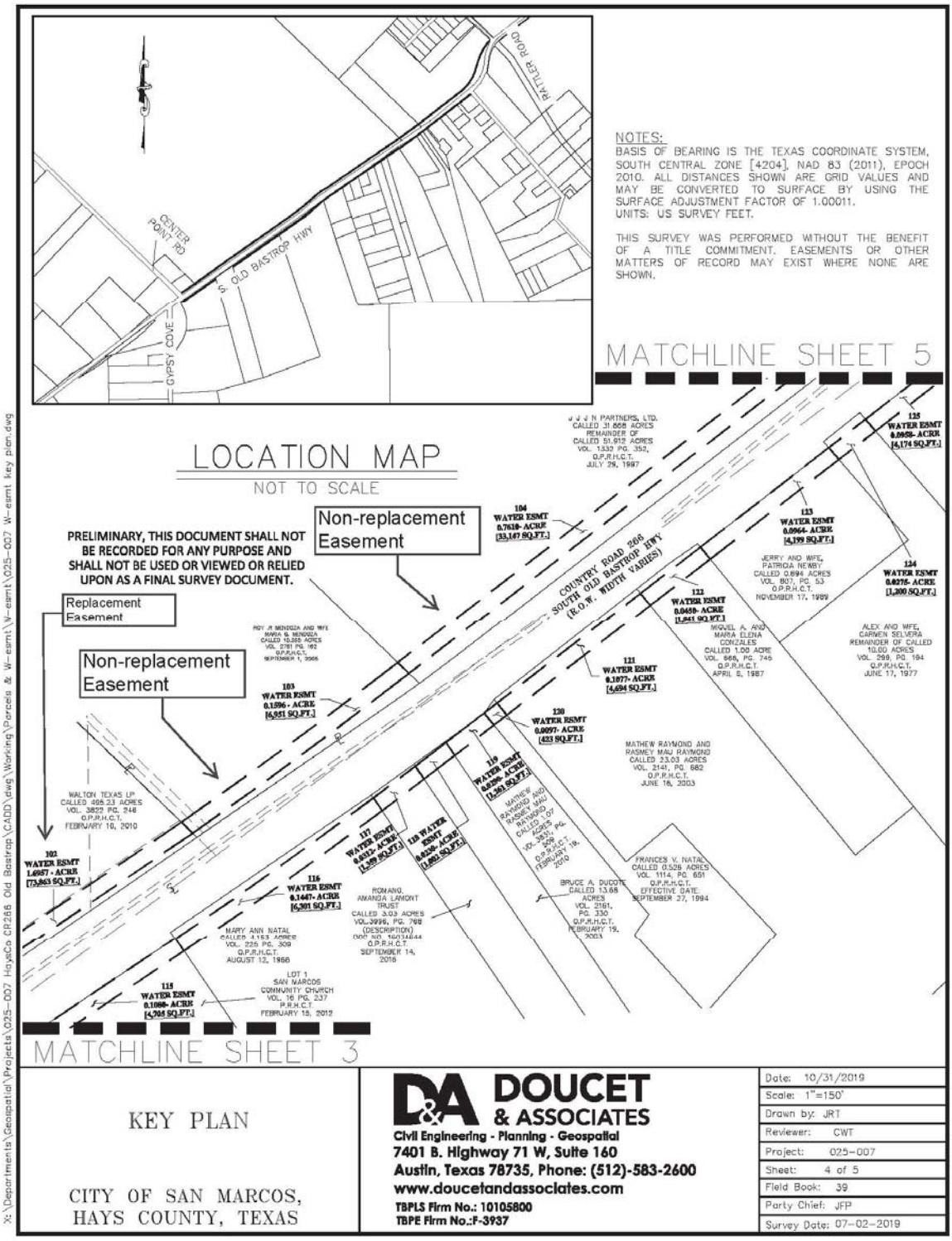
KEY PLAN

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	10/31/2019
Scale:	1"=150'
Drawn by:	JRT
Reviewer:	CWT
Project:	025-007
Sheet:	3 of 5
Field Book:	39
Party Chief:	JFP
Survey Date:	07-02-2019

X:\Departments\Geospatial\Projects\025-007 HaysCo CR266 Old Bastrop\CADD\dwg\Working\Parcels & W-esmt\W-esmt\025-007 W-esmt key plan.dwg


NOTES:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00011.
UNITS: US SURVEY FEET.
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
MATCHLINE SHEET 5
LOCATION MAP
NOT TO SCALE
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
Non-replacement Easement
Replacement Easement
Non-replacement Easement
COUNTRY ROAD 266
SOUTH OLD BASTROP HWY
(R.O.W. WIDTH VARIES)
S. OLD BASTROP HWY
CENTER POINT RD
GYPSY COVE
BATLER ROAD
J J J N PARTNERS, LTD.
CALLED 31.658 ACRES
REMAINDER OF
CALLED 51.912 ACRES
VOL. 1339 PG. 352,
O.P.R.H.C.T.
JULY 29, 1997
102
WATER ESMT
1.6957 - ACRE
[73,863 SQ.FT.]
103
WATER ESMT
0.1596 - ACRE
[6,951 SQ.FT.]
104
WATER ESMT
0.7618- ACRE
[33,147 SQ.FT.]
115
WATER ESMT
0.1068- ACRE
[4,704 SQ.FT.]
116
WATER ESMT
0.1447- ACRE
[6,301 SQ.FT.]
117
WATER ESMT
0.0612- ACRE
[2,669 SQ.FT.]
118 WATER ESMT
0.0238- ACRE
[1,032 SQ.FT.]
119
WATER ESMT
0.0238- ACRE
[1,032 SQ.FT.]
120
WATER ESMT
0.0097- ACRE
[423 SQ.FT.]
121
WATER ESMT
0.1077- ACRE
[4,694 SQ.FT.]
122
WATER ESMT
0.0458- ACRE
[1,941 SQ.FT.]
123
WATER ESMT
0.0964- ACRE
[4,199 SQ.FT.]
124
WATER ESMT
0.0275- ACRE
[1,200 SQ.FT.]
125
WATER ESMT
0.0958- ACRE
[4,174 SQ.FT.]
ROY JR MENDOZA AND WFE
MARIA G. MENDOZA
CALLED 10.055 ACRES
VOL. 2781 PG. 162
O.P.R.H.C.T.
SEPTEMBER 1, 2006
WALTON TEXAS LP
CALLED 495.23 ACRES
VOL. 3823 PG. 248
O.P.R.H.C.T.
FEBRUARY 10, 2010
MARY ANN NATAL
CALLED 4.153 ACRES
VOL. 225 PG. 309
O.P.R.H.C.T.
AUGUST 12, 1966
LOT 1
SAN MARCOS
COMMUNITY CHURCH
VOL. 16 PG. 237
P.R.H.C.T.
FEBRUARY 15, 2012
ROMANO, AMANDA LAMONT TRUST
CALLED 3.03 ACRES
VOL. 3996, PG. 768
(DESCRIPTION)
DOC. NO. 16013444
O.P.R.H.C.T.
SEPTEMBER 14, 2016
MATHEW RAYMOND AND RASMEY MAU RAYMOND
CALLED 0.07 ACRES
VOL. 3861, PG. 309
O.P.R.H.C.T.
FEBRUARY 19, 2010
BRUCE A. DUCOTE
CALLED 13.68 ACRES
VOL. 2161, PG. 330
O.P.R.H.C.T.
FEBRUARY 19, 2003
FRANCES V. NATAL
CALLED 0.528 ACRES
VOL. 1114, PG. 651
O.P.R.H.C.T.
EFFECTIVE DATE:
SEPTEMBER 27, 1994
MATHEW RAYMOND AND RASMEY MAU RAYMOND
CALLED 23.03 ACRES
VOL. 2141, PG. 662
O.P.R.H.C.T.
JUNE 16, 2003
MIGUEL A. AND MARIA ELENA GONZALES
CALLED 1.00 ACRE
VOL. 866, PG. 745
O.P.R.H.C.T.
APRIL 8, 1987
JERRY AND WIFE, PATRICIA NEWBY
CALLED 0.694 ACRES
VOL. 807, PG. 53
O.P.R.H.C.T.
NOVEMBER 17, 1969
ALEX AND WIFE, CARMEN SELVERA
REMAINDER OF CALLED 10.00 ACRES
VOL. 269, PG. 194
O.P.R.H.C.T.
JUNE 17, 1977
MATCHLINE SHEET 3
KEY PLAN
CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS
DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
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Date: 10/31/2019
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Sheet: 4 of 5
Field Book: 39
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Survey Date: 07-02-2019
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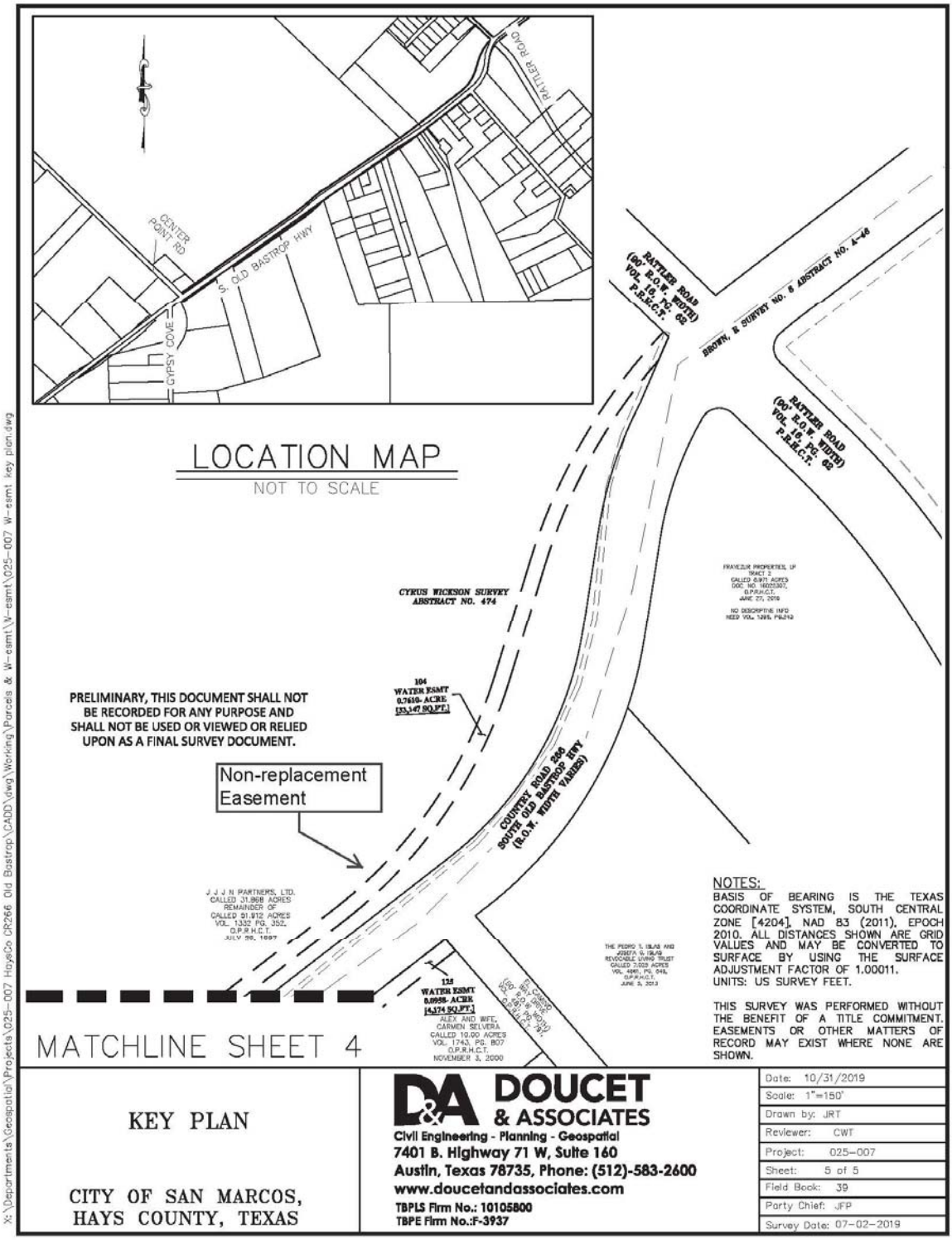
LOCATION MAP
NOT TO SCALE
RATTLER ROAD
CENTER POINT RD
S. OLD BASTROP HWY
GYPSY COVE
RATTLER ROAD (80' R.O.W. WIDTH) VOL. 16, PG. 65 P.R.H.C.T.
BROWN, B SURVEY NO. 6 ABSTRACT NO. 4-46
CYRUS WICKSON SURVEY ABSTRACT NO. 474
104 WATER ESMT 0.7610- ACRE [33,147 SQ.FT.]
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
Non-replacement Easement
COUNTRY ROAD 266 SOUTH OLD BASTROP HWY (R.O.W. WIDTH VARIES)
J J J N PARTNERS, LTD. CALLED 31.868 ACRES REMAINDER OF CALLED 91.912 ACRES VOL. 1332 PG. 352, O.P.R.H.C.T. JULY 26, 1997
125 WATER ESMT 0.0958- ACRE [4,174 SQ.FT.]
ALEX AND WIFE, CARMEN SELVERA CALLED 10.00 ACRES VOL. 1743, PG. 807 O.P.R.H.C.T. NOVEMBER 3, 2000
MATCHLINE SHEET 4
NOTES:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00011.
UNITS: US SURVEY FEET.
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
KEY PLAN
CITY OF SAN MARCOS, HAYS COUNTY, TEXAS
DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm No.: 10105800
TBPE Firm No.:F-3937
Date: 10/31/2019
Scale: 1"=150'
Drawn by: JRT
Reviewer: CWT
Project: 025-007
Sheet: 5 of 5
Field Book: 39
Party Chief: JFP
Survey Date: 07-02-2019
X:\Departments\Geospatial\Projects\025-007 HaysCo CR266 Old Bastrop\CADD\dwg\Working\Parcels & W-esmt\W-esmt\025-007 W-esmt key plan.dwg

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 Agreement No. 3 to the Professional Services Agreement (PSA) between Hays County and Reynolds, Smith & Hills CS, Inc. (RS&H) for the FM 1626 South construction management project as part of the Pass-Through Finance Program in Hays County, increasing the Compensation Cap by $198,089 from $3,789,155 to $3,987,244; authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 8, 2020	$198,089

LINE ITEM NUMBER

033-802-96-628.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:
Requires a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4) for professional services since supplemental agreement exceeds 25% of original contract amount.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

The additional authorized money will allow for the execution of a Supplemental #8 to Work Authorization #1 for FM 1626 South construction management services. The FM 1626 South project current contractor schedule has been extended to an estimated completion of November 30, 2020 so this additional budget will allow for the CEI firm to continue providing services through the end of the project as well as close-out activities and claims support.

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 RS&H Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on July 12, 2016 and was amended by Supplemental Agreement No. 1 on June 25, 2019 and Supplemental Agreement No. 2 on June 2, 2020;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to $3,789,155; and,

WHEREAS, the "***Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $3,789,155; 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. is hereby increased from $3,789,155 to $3,987,244.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $3,789,155 to $3,987,244.

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:
RS&H Inc.

By:_____
Signature

Kirk Fauri, PE
Printed Name

Vice President
Title

November 20, 2020
Date

COUNTY:
Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

11/20/2020

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

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 to the Contract between Hays County and HNTB Corporation on the FM 2001 Realignment (Extension of White Wing Trail) West project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 8, 2020	$35,000

LINE ITEM NUMBER

035-802-96-643.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	JONES	N/A

SUMMARY

This Contract Amendment increases the contract compensation cap by $35,000 from $465,000 to $500,000. This will allow for the execution of Supplemental #2 to Work Authorization #1 for the FM 2001 West (Sunbright) project which authorizes the inclusion of eight future development driveways into the final design. This effort will be funded through the 2016 Road Bond Program project number 9-643-034.

CONTRACT AMENDMENT NO. 2
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
FM 2001 Realignment (Extension of White Wing Trail) ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____HNTB Corporation_____ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 3, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $_____400,000_____; and was modified to a maximum amount of $465,000 through contract amendment number 1,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $_____465,000_____ to $_____500,000_____.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

By: DocuSigned by: Michelle Dippel
D4120B102E25426...
Signature

Michelle Dippel
Printed Name

Vice-Presdient
Title

12/1/2020
Date

COUNTY:

By: _____
Signature

Mark Jones
Printed Name

Precinct 2 Commissioner
Title

_____
Date

12/2/2020

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

Discussion and possible action to award contract for IFB 2021-B02 Dacy Lane Road Improvements to Jordan Foster Construction, LLC.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	INGALSBE

SUMMARY

Purchasing received two bids pursuant to IFB 2021-B02 Dacy Lane Road improvements. It is the staff's recommendation to award the contract to Jordan Foster Construction, LLC.

Firm	Total Bid	Rank
Jordan Foster Construction, LLC	$ 19,045,677.00	1
Capital Excavation	$ 22,294,160.23	2

Attached: IFB 2021-B02 Bid Tabulation
IFB 2021-B02 Contract

STANDARD FORM OF CONTRACT

STATE OF TEXAS
HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Jordan Foster Construction, LLC called "Contractor"). The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. IFB 2020-B17 – Dacy Lane Roadway Improvements

(Project Name)

Article 2. Engineer of Record

The Project has been designed by LJA Engineering, INC, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in 450 **standard workweek** days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form Schedule of Rates and Prices, and as totaled below:

TOTAL OF ALL UNIT PRICES $19,045,677.00

nineteen million forty five thousand six hundred $ — (dollars)

(insert words) Seventy Seven

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to

Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addenda numbers 1 to 3, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award.

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this

Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

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

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application

of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on_____, 20_____(which is the "Effective Date" of the Contract).

COUNTY_____

By:_____

Ruben Becerra,

Hays County Judge

Jordan Foster Construction, LLC

[redacted]

John Goodrich, P.E.

Title: President - Infrastructure Group

[CORPORATE SEAL]

Attest_____

Attest_____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020 and September 15, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

See attached resolution.

RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, the continued spread of COVID–19 presents an imminent threat of widespread illness, which requires emergency preparedness and action; and

WHEREAS, the County Judge, considering a Proclamation Declaring Hays County a Local Disaster Area necessary to promote the preservation of public health, and to open avenues for funding, executed such a Resolution on or about March 15, 2020; and

WHEREAS, §418.108 of the Texas Government Code provides that the County Judge's Proclamation may not remain in effect in excess of seven (7) days unless consent to continue it or renew it is provided by vote of the Hays County Commissioners Court; and

WHEREAS, the Hays County Commissioners Court resolved to continue the County Judge's Proclamation for one hundred and twenty (120) days, on March 16, 2020, once again continued it for sixty-two (62) days on July 14, 2020, and then continued it for ninety-one (91) days on September 15, 2020;

WHEREAS, the Hays County Commissioners Court's continuance of the County Judge's Proclamation will expire after December 15, 2020, unless again continued by the Hays County Commissioners Court; and

WHEREAS, the County Judge's Proclamation was, and this Resolution is, declared for the purpose of continuing the measures that must be taken to be prepared for public health needs related to COVID–19, and continuing a collective effort of state and local entities to provide relief;

NOW, THEREFORE, BE IT RESOLVED that this Resolution continuing the County Judge's Declaration of Local Disaster executed on or about March 15, 2020, and continued by the Hays County Commissioners Court on March 16, 2020, July 14, 2020, and September 15, 2020 is hereby declared and shall continue for a period of not more than sixty-three (63) days from the date cited below, unless this local state of disaster is rescinded or continued by subsequent action of the Hays County Commissioners Court.

RESOLVED, ORDERED, AND DECLARED this the 8th day of December, 2020, by the Hays County Commissioners Court.

_____
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

_____
ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

50**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 Letter Amendment #1 to the contract between Hays County and Langford Community Management Services related to RFP2017-P08 CDBG-DR Management Services executed on or about September 12, 2017 to increase the compensation from $415,000 to $508,147.24.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	$93,148

LINE ITEM NUMBER

Fund 153 CDBG Disaster Recovery Program Fund

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On or about September 12, 2017, the Court executed a Contract with Langford Community Mgt Service, Inc to assist the County in fulfilling State and Federal Community Block Grant Disaster Recovery (CDBG-DR) statutory responsibilities related to recovery in connection with any federally declared disaster within Hays County, with funding administer through the Texas General Land Office (GLO).

Attached: 1st Letter Amendment
Exhibit AA- Letter from Langford CMS

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN HAYS COUNTY AND LANGFORD CMS

This 1ST Amendment to the Professional Services Agreement ("Amendment") is made this __ day of December, 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Langford CMS (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

5. Compensation of the Agreement shall be amended to reflect that the Compensation of the agreement will increase from $415,000 to $508,147.24, as reflected in the attached Exhibit "AA", which is incorporated herein.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to Professional Services Agreement hereby executed this ___ day of December, 2020, as is evidenced by the authorized signatures of the Parties, below.

Contractor

_____

LANGFORD COMMUNITY MGT SERVICE, INC.
JUDY LANGFORD

COUNTY

_____

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:_____
ELAINE H. CARDENAS, MBA, PhD
HAYS COUNTY CLERK

LANGFORD

COMMUNITY MANAGEMENT SERVICES
Serving Texas Cities and Counties

Judy Langford, President
Margaret J. Hardin, Vice President

August 6, 2020

Honorable Judge Ruben Becerra
Judge of Hays County, Texas
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

RE: Amendment to Contract Number RFP 2017 – P08 between Hays County and Langford Community Management Services, Inc.

Dear Judge Becerra,

Langford Community Management Services (LCMS) is pleased to submit this proposed amendment to the agreement between Hays County and LCMS, Contract Number RFP 2017 – P08 **(Attachment A)** and executed on September the 12th, 2017, which addresses additional funds awarded to Hays County under an appropriation from Public Law 115-31, as described in the U.S. Department of Housing and Urban Development's Federal Register notice 82 FR 36812 dated August the 7th, 2016, and described in the Texas General Land Office (GLO) State of Texas Plan for Disaster Recovery (Action Plan) Amendment No. 2.

LCMS proposes a change to Contract Number RFP 2017 – P08 to provide additional compensation in compliance with the GLO CDBG-DR program caps[1]. Contract Number RFP 2017 – P08 provides LCMS with administration fees at 1.9% and project delivery fees at 9.5% for Housing Activities and project delivery fees, to include grant administrator fees, at 5.5% for Infrastructure Activities. Due to added requirements by the GLO associated with Housing Damage Inspections, Estimated Cost of Repairs, and Progress Inspections, LCMS requests equitable compensation of 2% for administration and 8% for project delivery for Housing Activities based on the additional funds added in the Amendment No. 2. **Table 1** shows proposed changes to LCMS CDBG-DR Management services compensation.

Table 1 – Proposed Changes to LCMS CDBG-DR Management Services Compensation

Contract Number RFP 2017 – P08				
	Housing		**Non-housing**	
PL 114-113	$1,851,226.00	*Percent*	$3,210,051.00	*Percent*
LCMS Administration	$35,000.00	*1.9%*		
LCMS Project Delivery**	$175,000.00	*9.5%*	$185,000.00	*5.5%*
LCMS Total	**$210,000.00**	*11.34%*	**$185,000.00**	*5.5%*

2901 County Road 175, Leander, Texas 78641
Phone (512) 452-0432 Fax (512) 452-5380

Contract Number RFP 2017 – P08 (Amended)				
	Housing		**Non-housing**	
PL 114-113 and PL 115-31	$2,349,747.00	*Percentage*	$5,003,006.00	*Percentage*
LCMS Administration	$45,227.85	2.0%		
LCMS Project Delivery**	$189,746.39	8.0%	$273,173	5.5%
LCMS Total	**$234,974.24**	*10.00%*	**$273,173**	*5.500%*

**Excludes application development fee*

[1] The GLO has capped administration fees at 2% and project delivery fees at 10% of the total CDBG-DR award amount for Housing Activities. The GLO has capped project delivery fees, to include grant administrator fees, at 6% of total CDBG-DR award amounts greater than $1,000,000 for Infrastructure Activities.

The amendment aligns with the original percentages listed in our proposal. We are not asking for the full 6%, but that our increase parallel with the original percentage estimation on the Professional Services agreement of approximately 5.5%. The additional 0.5% will remain in the construction budget to assist with project completion. Housing funds for administration are allowed at 2% cap and project delivery at 10% for a total of 12% maximum. We are asking to amend our figures to 10% total, allowing for that additional 2% to remain in the construction budget to assist homeowners within the HAP project.

This proposed amendment increases compensation for LCMS CDBG-DR Management Services defined in Contract Number RFP 2017 – P08 from **$415,000** to **$508,147.24**.

LCMS has a long-term very successful working relationship with Hays County and the County's Grant Programs. We have written and administered numerous different types of grants with the County including infrastructure and housing projects. We ask that you consider this request for a contract amendment. We greatly appreciate the work you do, and we remain available to assist you with this project in any capacity.

Sincerely,

Judy Langford
Langford Community Management Services, Inc.

Attachment A – Contract Number RFP 2017 – P08

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 a Hays County representative to serve on the Core 4 Policy Group to replace the Hays County position presently filled by Commissioner Ingalsbe.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	

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

On or about February 25, 2020, the County executed a Memorandum of Understanding with the City of San Marcos, Texas State University and the San Marcos Consolidated Independent School District for the creation and joint funding of a youth services director to administer youth services and programs on behalf of and for the mutual benefit of all parties or what is now known as the "Core Four".

Core Four Policy Group: This group will meet quarterly after the initial start up to review information from the Core Four Task Group and the direction and progress that the group and Youth Services Director have taken. The County will appoint two members to this group.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept a $52,906.41 Software Proposal from SHI Government Solutions for the Transportation Department to upgrade the Cartegraph Operations & Records Management Systems to a web-based service (Cartegraph OMS) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	$52,907

LINE ITEM NUMBER

020-710-00.5718_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Transportation Department has utilized Cartegraph Systems since 1998 and it has always been a great tool for many of our operational needs, including: day-to-day tracking of road & fleet maintenance, capital improvement projects, accounts payable, FEMA projects, and road condition indexing.

A portion of the funds were budgeted for this software upgrade during the FY21 budget process, with additional funds needed for the implementation costs. Funds have been identified within the Transportation Departments operating budget for this additional cost.

Attachment: SHI Government Solutions Proposal #9723284
Omnia Partners Co-Op Contract #2018011-02

Budget Amendment:
Increase Software_Capital .5718_700 - $19,907
Decrease Road Materials .5351 - ($19,907)

Pricing Proposal
Quotation #: 19723284
Created On: Nov-19-2020
Valid Until: Nov-30-2020

HAYS COUNTY AUDITOR

Stephanie Hunt
Phone: (512) 393-2267
Fax:
Email: stephanie.hunt@co.hays.tx.us

Inside Sales Manager

Kerri Fitzmorris
3828 Pecana Trail
Austin, TX 78749

Send PO to:Texas@shi.com

Remit to Address:
SHI Government Solutions
P.O. Box 847434
Dallas, TX 75284-7434
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	OMS Plus Cartegraph - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Oct-21-2020 – Oct-20-2021	1	$5,888.39	$5,623.41	$5,623.41
2	Transportation Domain Cartegraph - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Oct-21-2020 – Oct-20-2021	1	$6,839.00	$6,531.00	$6,531.00
3	Custom Asset Cartegraph - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Oct-21-2020 – Oct-20-2021	1	$1,521.00	$1,452.00	$1,452.00
4	OMS User Cartegraph - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Oct-21-2020 – Oct-20-2021	1	$5,571.00	$5,320.00	$5,320.00
5	Systems Integration Support Cartegraph - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Oct-21-2020 – Oct-20-2021	1	$3,343.00	$3,192.00	$3,192.00
6	Advanced Material Management	1	$0.00	$0.00	$0.00

	Cartegraph - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Oct-21-2020 – Oct-20-2021				
7	Implementation Services OMS Cartegraph - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: Oct-21-2020 – Oct-20-2021	1	$31,192.00	$29,788.00	$29,788.00
8	SHI Project Management Cartegraph - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	$1,167.00	$1,000.00	$1,000.00
				Total	$52,906.41

Additional Comments

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.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept a $8,250 Proposal from the Lower Colorado River Authority (LCRA) related to final remobilization of the PSAP/LEC Communications Tower at the Public Safety Building; authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	$8,250

LINE ITEM NUMBER

006-852-94-201.5715_700

AUDITOR USE ONLY

AUDITOR COMMENTS:
Requires a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) for component parts for equipment.

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

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

SUMMARY

The LCRA proposal is a change order for the original site work, due to project delays the rock work to mobilize the communications tower had to be rescheduled. Funds are available in the Public Safety Bond funds for this work.

Attachment: LCRA Proposal #000000005339503

Budget Amendment:
Increase Communication Eqpt_Capital .5715_700
Decrease Construction_Capital .5611_700

Proposal
Telecommunications Work Sheet

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

Customer:	**HAYS COUNTY SHERIFF**	**Work Order #:**	000000005339503
Address:	712 S Stagecoach Trl, Ste 1071	***Date:**	11/24/20
	San Marcos, Texas 78666		***Pricing is valid for 30 days from the date of this Proposal.***

Statement of Work: Hays County PSAP/LEC Communications Tower/Transport/Connectivity - BILLING

Comments: Remobilization for Rock Work

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
10060		Remobilization-Lay Rock at Tower	1	8,250.0000	8,250.0000
				Material Sub Total:	**$8,250.00**

Labor Total:	**$0.00**
Material Total:	**$8,250.00**
Job Total:	**$8,250.00**

This is not an invoice - Do not pay

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Justice of the Peace Pct. 2 Office to hire the Justice Clerk, slot 0855-006 at the 25th percentile effective December 16, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	$3,446

LINE ITEM NUMBER

001-627-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Beth Smith	JONES	N/A

SUMMARY

The Justice of the Peace, Pct. 2 would like to hire a Justice Clerk, grade 108 at the 25th percentile. The candidate has over twenty-six years of previous County experience and is familiar with the Odyssey Software System.

The candidate would be hired on December 16th in order to train for a two week (business days) double fill due to the upcoming holiday. Salary savings are available within their operating budget due to attrition to fund this request.

Justice Clerk - Grade 108	
28,737	Minimum Salary
32,330	25th Percentile
3,593	Difference
760	Fringe
4,353	Annualized
3,446	FY21 Impact

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Infinite Recovery related to treatment services for veterans.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	N/A

LINE ITEM NUMBER

001-612-99-097.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Infinite Recovery assess referred clients and makes appropriate recommendations to include evaluations, detox, residential treatment, aftercare and intensive outpatient treatment. Grant funds will be utilized for all expenses.

Attachment:
Infinite Recovery MOU

MEMORANDUM OF UNDERSTANDING
Between
Hays County Veterans Treatment Court
And Infinite Recovery.

Purpose: This Memorandum of Understanding (MOU) is between **Hays County Veterans Treatment Court (VTC)**, at 712 S. Stagecoach Trail, San Marcos, Texas 78666 and **Infinite Recovery,** located at 7517 Cameron Road Suite 118, Austin, TX 78752 . The purpose of this MOU is to set out the means of cooperation and coordination between the parties to provide services to veterans who are participants in the VTC. The above referenced entities are hereinafter and collectively referred to as the "the parties or party".

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

The Parties of this Memorandum of Understanding accept as follows:

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

1. Identify and refer veterans for Evaluation, Detox, Residential Treatment, Aftercare and Intensive Outpatient Treatment as needed;
2. Complete the referral process; and
3. Remit payment for services provided within 45 days of receipt of invoice.

Infinite Recovery will be responsible for the following:

1. Assess referred clients and make appropriate treatment recommendations to include program and length of stay at their facility;
2. Provide Evaluation, Detox, Residential Treatment, Aftercare and Intensive Outpatient Treatment as needed in collaboration with and approved by the VTC;
3. Provide skilled counselors or service providers to treat clients;
4. Provide collaborative treatment plan and treatment plan review;
5. Provide written or verbal progress reports and case consultation as needed;
6. Submit a monthly invoice for provided services (see attached "negotiated" Fee Schedule which indicates the maximum amounts that can be billed for each service provided.

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

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

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

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

Effective Date and Termination: This MOU is effective upon the signing by both parties. Either party shall have the right of termination of this agreement upon thirty (30) days written notification. Veterans Treatment Court will be responsible for payment for any services provided up and until the termination date.

Notice: Any notices in relation to this MOU shall be sent to the following contacts:

Hays County Veteran's Treatment Court
Attn: Gerald Ramcharan
712 S. Stagecoach Trail, Suite
San Marcos, Texas 78666
gerald.ramcharan@co.hays.tx.us

Infinite Recovery
Attn: Chrissy Glenn
7517 Cameron Rd Suite 118
Austin, TX 78752
chrissy.glenn@infiniterecovery.com

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

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Program Acceptance:

Gerald Ramcharan, Program Director
Hays County Veterans Treatment Court

9 nov 20
Date

Contract Execution:

Ruben Becerra, County Judge
Hays County, Texas

Date

Chrissy Glenn, Director of Business Development
Infinite Recovery

11/09/2020
Date

Fee Attachment for Hays County VTC MOU initiated on 9 Nov 20. 9 Nov 20

Provider	Service	Rate	Cost
Infinite Recovery ATTN: Chrissy Glenn 7517 Cameron Rd. Suite 1184, Austin, TX 78752 Phone: (844) 206-9063 / (512) 983-0671			
	Detoxification (5-7 days):	Day	$1000.00
	Residential Treatment:	Day	$750.00
	Partial Hospitalization Program with Housing (26 Sessions/1 month – Includes Housing and Meals):	Month	$13,000.00
	Intensive Outpatient Program (24 sessions over 2 months):	Each Session	$350.00
	Routine Outpatient Treatment (2x Weekly Sessions / Recommended for 2-3 months)	Each	$150.00
	Sober Living Rent	Month	$850.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Garver, LLC for professional engineering, environmental and surveying services related to the entry road to Sentinel Peak Preserve.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	$326,026.64

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On September 15, 2020, the Court selected Garver LLC to perform drainage, roadway alignment, and environmental studies and recommendations at Sentinel Peak Preserve and authorized staff to negotiate a contract. That contract is included. This work could be funded out of interest savings from the 2007 parks bond issue if the court so chooses.

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Garver, LLC** hereinafter "Contractor"), whose primary place of business is located at **285 SE Inner Loop, Suite 110, Georgetown, Texas 78626**, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of _____, 20__ (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

The project improvements include the widening and paving of the existing gravel path from the intersection with RM 32 and El Rancho Cima driveway to a parking lot near the north end of the property owned by Hays County, to be known as Sentinel Peak Preserve. The preserve property totals 540 acres and includes Blanco River frontage. The proposed road project is expected to be approximately 2.5 miles in length and is anticipated to be within a proposed 60-foot right-of-way that will be dedicated to Comal County. The project is funded by Hays County, with no federal dollars. The proposed road will be constructed by Hays County to be 22-foot in width with 4-foot unpaved shoulders on each side, roadside drainage, cross drainage elements, with required signing and pavement markings. The proposed roadway, from RM 32 to the southern boundary of the Sentinel Peak Preserve tract, will be within a proposed 60-foot right-of-way. Once constructed, the road will be maintained by Comal County under an interlocal agreement between Hays and Comal counties.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the administrative direction of the county engineer and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement, all in accordance with the industry standard of care in Section 24 below. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION

The parties agree that the Work shall be completed June 21,2021 (178) days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may

grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed three hundred twenty six thousand and twenty six dollars and sixty four cents ($326,026.64 USD) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance

coverage, to the extent of Contractor's indemnity obligations herein, shall specifically name the COUNTY as additional insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance policies shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY
If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like,

shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes. Any such subsequent use or modification made of the work product by County shall be at County's sole risk and without liability to Contractor.

23. MUTUAL WAIVER

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER INCLUDING GROSS NEGLIGENCE).

24. STANDARD OF PERFORMANCE

The standard of care for all services performed or furnished by Contractor and its employees under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under the same or similar circumstances at the same time and in the same locality.

25. OPINION OF PROBABLE COST

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

26. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

_____	_____
Hays County, Texas	_____
By: Ruben Becerra	By: _____
Hays County Judge	_____

EXHIBIT A-1

Scope of Work

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER FOR SENTINEL PEAK PRESERVE

PROJECT DESCRIPTION

Project Limits
The project improvements include the widening and paving of the existing gravel path from the intersection with RM 32 and El Rancho Cima driveway to a parking lot near the north end of the property owned by Hays County, to be known as Sentinel Peak Preserve. The preserve property totals 540 acres and includes Blanco River frontage. The proposed road project is expected to be approximately 2.5 miles in length and is anticipated to be within a proposed 60-foot right-of-way that will be dedicated to Comal County. The project is funded by Hays County, with no federal dollars.

Existing Facility
The existing path is a gravel road ranges in width from 16 to 18 feet and has limited roadway drainage ditches and several existing small culverts that cross the road. Currently, the existing path falls within the original El Rancho Cima tract and is within private property.

Proposed Facility
The proposed road will be constructed by Hays County to be 22-foot in width with 4-foot unpaved shoulders on each side, roadside drainage, cross drainage elements, with required signing and pavement markings. The proposed roadway, from RM 32 to the southern boundary of the Sentinel Peak Preserve tract, will be within a proposed 60-foot right-of-way. Once constructed, the road will be maintained by Comal County under an interlocal agreement between Hays and Comal counties.

Design Criteria
The design criteria for the project will be developed from the Hays County and Comal County design criteria manuals. Assumed general design criteria for this project is two (2) 11-foot lanes with 4-foot shoulders, AADT <750, and a design speed of 25 mph with a proposed 60-foot Right-of-Way. Final criteria will be submitted on the design summary form, which will be reviewed prior to determination of final criteria for the project.

1. PROJECT MANAGEMENT
   a. Communication:
      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.
   b. Monthly Progress Report, Invoices, and Billings (6 months):
      - Submit monthly progress status reports to the County. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

c. Quality Assurance and Quality Control (QA/QC) Plan:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review subconsultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

e. Progress/Coordination Meetings (3 external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table (6 each)
- Project Specific QA/QC Plan (1 each)
- Meeting Minutes, Sign-In Sheets, and Agendas (Project K/O and 3 external meetings)
- Project Schedule and Updates (Initial schedule and 1 update)
- Project Files
- QA/QC Documentation with each milestone Deliverable

2. DATA COLLECTION

a. Data Collection:

- Perform record research and obtaining existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.
- Review aerial photography and contours provided by Hays County. County provided aerial photography and contours will be the basis for developing all constraints maps and route options.
- Develop and maintain adjacent property ownership information spreadsheet to be used for disseminating project information including owner's name, tenant name for leased property, mailing address, property address, property id number.
- Review the data collected and organize the information.

b. Field Investigation

- Conduct a field investigation of the preferred route option and the surrounding area to determine field conditions including photographic record of notable existing features and design constraints.

3. DESIGN SURVEY AND RIGHT-OF-WAY MAPPING

a. Design Survey:

- Prepare and mail right of entry letter per the County's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners. Assume one property owner.
- Locate the existing centerline of the roadway from RM 32 to park preserve existing parking lot.
- Establish horizontal and vertical control and set temporary benchmarks.
- Obtain invert elevations and size/type for a maximum of six(6) existing culverts within the existing roadway as directed by Engineer.

b. Stake Proposed Right-of-Way (ROW)

- Stake both sides of the proposed 60' wide right-of-way from RM 32 to Sentinel Park Preserve tract boundary.
- Stake the roadway centerline as directed by Engineer.

c. Boundary Survey

- Set monumentation for proposed 60' wide right-of-way.

- Perform a survey to create a plat and description beginning at the intersection of RM 32 and El Rancho Cima Road and extending north to the southern boundary of Sentinel Park Preserve.
- Provide a complete ROW map of Sentinel Peak Road.
- The boundary survey effort assumes one parcel plat (single existing owner) is needed to dedicate the proposed right-of-way parcel. If tracts are sold prior to boundary survey, additional parcels will be needed and will require additional services.

d. **Deliverables:**

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- PDF of each Surveyor Project Notebook
- Right-of-Way Map
- Metes & Bounds for 1 parcel

4. ENVIRONMENTAL SERVICES

a. County Due Diligence:

- The Engineer shall assess the proposed improvements on biological, water, and cultural resources in compliance with applicable environmental laws and regulations. Technical reports will be produced to document the assessment and any required coordination. Technical reports will include sufficient information to determine the significance of impacts. The Engineer will provide the following services:

b. Constraints Mapping

- The Engineer will develop a desktop-based environmental constraints map of the study area using readily available aerial photography, National Wetland Inventory (NWI) data, threatened and endangered species data, historical/archeological previously recorded sites and those listed on the National Register of Historic Places (NRHP), and other environmental data as needed. The data will be displayed utilizing Geographic Information System (GIS) software.

c. Biological Resources

The Engineer shall perform desktop and field analysis to identify vegetation and habitat in the project area and provide a draft and final Biological Evaluation technical report. The Engineer shall perform surveys of protected species or habitat of protected species. This shall include:

- All species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12).
- All species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register).
- Species listed as threatened or endangered species or species of greatest conservation need (SGCN) by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD).

- Species protected by the Migratory Bird Treaty Act (50 CFR 10.13) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c).

The Engineer shall examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the proposed project. Existing data shall include the Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database.

The Engineer shall prepare an effect determination pursuant to the Endangered Species Act (ESA) for all federally listed species. A determination of impact will be included for all state-listed species.

The Engineer shall determine whether critical habitat is present in the study area and whether the proposed project will affect that critical habitat.

d. Water Resources:

- The Engineer shall perform a desktop and field analysis of water resources and provide a draft and final Water Resources technical report including identification of jurisdictional wetlands, streams and Waters of the U.S.
- If the analysis combined with potential project impacts indicate permitting beyond a non-reporting nationwide permit (NWP) is necessary, the delineation of all potential Waters of the U.S., including wetlands, throughout the project area, would require a supplemental work authorization.

e. TCEQ Coordination – Edwards Contributing Zone

- A portion of the project lies within the Edwards Aquifer Contributing Zone. Engineer will coordinate with Hays County and TCEQ to identify whether improvements will require a Contributing Zone Plan (CZP) to be filed with TCEQ prior to construction of the proposed improvements. Preparation of the CZP permit documentation and associated permit application fee is not included in this scope of work, but can be prepared as an additional service.

f. Archeological Resources:

- The Engineer shall provide a draft and final Archeological Background Review, consistent with Texas Historical Commission guidance.
- Since the project is located on lands owned/managed by the Counties, which are considered political subdivisions of the state, the Antiquities Code of Texas ([ACT] Texas Natural Resources Code, Title 9, Chapter 191) and its associated regulations (13 TAC 26) will apply to the project.
- Additionally, since the Blanco River is potentially a Water of the US (WOUS) it may be under jurisdiction of the US Army Corps of Engineers (USACE). If a future proposed project will require a USACE permit, USACE permitting requires compliance with Section 106 of the National Historic Preservation Act (NHPA).
- Prior to archaeological survey, the Engineer will acquire a Texas Antiquities Permit from the Texas Historical Commission (THC) and conduct a 100 percent linear pedestrian survey of

the project area in accordance with the published minimum survey standards for Texas (CTA 2020). Tests will be approximately 30-cm in diameter and will be dug to 80-cm below the surface or to bedrock or pre-cultural deposits, whichever is higher. All excavated soil will be screened through ¼-inch mesh and any artifacts will be recorded in the field and then reburied. Additional tests will be excavated at the locations of archaeological sites, if any. Backhoe trenching is not anticipated for the linear survey due to the upland setting of the roadway. All sites will be photographed, mapped, fully recorded, and field assessed for NRHP and/or SAL eligibility.

- Following completion of field survey, the Engineer will then prepare a professional report summarizing the results of the investigations, describing, and evaluating any archaeological sites, mapping their locations, and making explicit management recommendations. The draft survey report will be submitted to the client for review and, upon acceptance, will be submitted to the THC. By statute, review of the draft survey report can take up to 30 days. Upon regulatory review and presumed concurrence, the Engineer will print the final report and comply with other administrative terms of the permit for project completion. The report and all accompanying field documentation will be curated at a State approved facility.

g. **Historical Resource Assessment**

- The Engineer shall provide a draft and final Historical Resources background assessment consistent with the Antiquities Code of Texas to determine the presence of historic-age sites**.**

h. **Deliverables**:

- Constraints map
- Biological technical memo with supporting data (maps, forms, coordination letters)
- Waters and Wetlands technical memo with supporting data (maps, forms, delineation report and coordination letters)
- Archeological permit, survey report and coordination letter
- Historic resources background assessment and coordination letter
- Attend and support meetings for environmental coordination. (Up to two (2) meetings)

5. PLAN PREPARATION (PS&E) SERVICES

Prepare plans per the current Comal County Design Criteria Manual including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, and quantities. The roadway plans will include schematic level plan view, typical sections, drainage plan, traffic control standards, and erosion control plans. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at Preliminary (60%) and Final Design.

a. Design Criteria:

- Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest versions of Hays County, Comal County and/or TxDOT Criteria Manuals and prepare a Design Summary Report (DSR) to be used as basis for design.

b. Roadway/General:

- Title Sheet
  - Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets (not to scale (NTS), 1 sheet)
  - Prepare an index sheet(s) that shows each sheet's location in the plan set.
- Project Layout (scale 1:300, double bank if needed, 1 sheet)
  - Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.
- Typical Sections (scale 1:10, 2 sheets)
  - Prepare typical section(s) for all proposed and existing roadways and cross streets.
- General Notes
  - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.
- Survey Data Sheet
  - Prepare survey control index and benchmark layout sheet (scale TBD, 1 sheet) that clearly indicates the benchmark locations and associated control information.
- Horizontal Alignment Data (NTS, 1 sheet)
  - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheet (NTS, 1 sheet including summary of small signs)
  - Prepare summary sheet that tabulates, combines, and summarize quantities of the various construction items.
- Roadway Layout Sheets and Details:
  - Prepare roadway, drainage, and signing/pavement marking layouts. (scale 1:50 double banked, 11 sheets). Layout sheets will be plan view only (horizontal layout) with basic drainage flow information to identify ditch locations, drainage paths, ditch culvert location and size. Layouts will also include information related to required pavement markings and required roadway signage.
  - Prepare pavement marking details for non-standard conditions.
  - Prepare detail sheets for roadway and signage and striping items.

c. Traffic Control:

- Traffic Control Plans (TCP)
  - Prepare traffic control overall phasing layout. (scale TBD, 1 sheet) that includes a detailed narrative for the sequence of construction and traffic control general notes. Any

changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts. (NTS, 1 sheet)

- Prepare Traffic Control detail sheets with applicable County and TxDOT standards.

d. Drainage:

- External Drainage Area Maps (scale 1:300, 1 sheet)
  - Develop existing and proposed external drainage area maps to show the overall project and drainage basin divides.
- Interior Drainage Area Maps (scale 1:100, 2 sheets)
  - Prepare interior drainage area maps that depict drainage area boundaries and flow direction arrows for roadside ditch, culverts and storm drain inlets in accordance with Hays County Design Criteria Manual.
  - Each area will be identified and cross-referenced to the computation sheets.
  - Prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This information may be shown on Interior Drainage Maps or Drainage Plan and Profile sheets.
- Hydraulic Data Sheets (NTS, 2 sheet)
  - Develop a hydraulic data sheet including hydraulic inputs and hydraulic calculations at all culvert locations (1 culvert location within project limits) in accordance with Hays County Design Criteria Manual. The rational method will be utilized for the hydrologic calculations and HY-8 for the hydraulic calculations and design.
- Culvert Layout Sheet (scale 1:20 H, 1:10V, 1 sheet)
  - Develop culvert layout sheets including plan, profile, flowline elevations, or grading details at all the major crossing locations and major roadside channels.
- Drainage / Culvert Standards and Detail Sheets
  - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special shoring, special grading at upstream and downstream transitions, structural excavation, backfill, permanent erosion control, bank stabilization and energy dissipation.
- Drainage Computation Sheets
  - Document criteria, input and computations used to calculate run-off and hydraulics for each inlet & gutter, pipe, culvert, ditch, pond or point of interest in accordance with Hays County Design Criteria Manual.
  - No Drainage Report or Technical Memorandum is assumed to be required for this project.

e. Stormwater Pollution Prevention Plan (SW3P):

- Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways. (NTS, 1 sheet)

- Prepare Temporary Erosion Control Plan Layouts. (scale TBD, double banked, 2 sheets)
- Prepare Environmental, Permits, Issues and Commitment (EPIC) sheets.
- Prepare Erosion Control Standard Detail sheets. (6 sheets)

f. **Deliverables:**

- Draft and Final Design Summary Report - DSR (pdf)
- Preliminary (60%) & Final PS&E Submittals including applicable Comal/Hays County Submittal Checklists.

6. EXCLUSIONS:

a. The following items are not included in this work authorization:

- TCEQ EDWARDS CONTRIBUTING ZONE PLAN (CZP)
- TRAFFIC EVALUATIONS & DATA
- PUBLIC INVOLVEMENT
- DRAINAGE REPORT
- FEMA COORDINATION (INCLUDING CLOMR OR LOMR).
- TXDOT NEPA DOCUMENTATION.
- NATIONWIDE PERMIT (NWP) 14 AND/OR INDIVIDUAL PERMIT WITH A PRE-CONSTRUCTION NOTIFICATION (PCN).
- CONSTRUCTION PHASE SERVICES.
- UTILITY COORDINATION OR RELOCATION ESTIMATES.

7. ADDITIONAL ENVIRONMENTAL SERVICES (Optional)

The following items are not included in the basic environmental services for this work authorization. The following scope of work covers additional effort, if required by Texas Historical Commission.

a. Alternate Conceptual Layout

- Development of conceptual layout and analysis for an alternative alignment will be additional service. Base scope includes development of a single preferred alignment as defined by Hays County.

b. Areal Archaeological Survey – Task 2 (optional)

- Task 2 is optional based on the results of the project coordination with Hays County. If an archeological survey is recommended for all or a portion of the Sentinel Creek Preserve, the following scope will be performed.
- The optional preserve survey will be conducted under the same Antiquities Permit as performed under the basic services listed above in Section 4 (Task 1). One-hundred percent pedestrian survey of the project area will be conducted in accordance with the published

minimum survey standards for area survey in Texas (CTA 2020) is proposed. Methods for shovel testing and site recording will be the same as those proposed for Task 1. Some areas within this project area may be subject to backhoe trenching due to the potential for undisturbed, deeply buried deposits along the Blanco River.

- All findings will be included within the professional report prepared for Task 1 and all survey records will be included with the curation for Task 1.)

EXHIBIT B

Fee/Rate Schedule

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

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B._____

C._____

D._____

E._____

F._____

G._____

H._____

I._____

J._____

K._____

L._____

EXHIBIT D

Certificate of Insurance

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center between Hays County, the City of Kyle, Texas, the City of Buda, Texas, and Texas State University for combined emergency communication services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	SHELL

SUMMARY

This agreement is to provide for the organizational structure and funding for operation and maintenance of a Combined Emergency Communications Center (CECC) which will include the Hays County Emergency Communications Department, City of Kyle Emergency Communication Department, Emergency Communication Services for the City of Buda Police Department, Texas State University Emergency Communications Department, and associated systems, all or portions of which will be located in the CECC. The CECC is located within the Hays County Public Safety Facility at 810 South Stagecoach Trail in San Marcos.

Attached: Interlocal Agreement

INTERLOCAL AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE COMBINED EMERGENCY COMMUNICATIONS CENTER

STATE OF TEXAS §
COUNTY OF HAYS §

This Interlocal Agreement (the Agreement) is between Hays County, a political subdivision of the State of Texas ("County"), the City of Kyle, Texas ("Kyle"), a home rule city of the State of Texas, the City of Buda, Texas ("Buda"), a home rule city of the State of Texas, and Texas State University, a public institution of higher education and an agency of the State of Texas, ("University"). The above-named parties are sometimes collectively referred to as the "Parties" or individually referred to as the "Party". Each Party is acting through its respective duly authorized officers or employees.

RECITALS

The Parties, consisting of multiple governmental entities within Hays County, have formed a coalition to deliver nationally-recognized emergency communication services by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. This coalition desires to maintain a role as leaders in the delivery of emergency communication services by ensuring that the communication center and its systems are cost effective, sustainable, reliable, technologically innovative, and support the needs of the users and the community by entering into this Agreement.

This Agreement is to provide for the organizational structure and funding for operation and maintenance of a Combined Emergency Communications Center (CECC) which will include the Hays County Emergency Communications Department, City of Kyle Emergency Communication Department, Emergency Communication Services for the City of Buda Police Department, Texas State University Emergency Communications Department, and associated systems, all or portions of which will be located in the CECC. The CECC is located within the Hays County Public Safety Facility at 810 South Stagecoach Trail in San Marcos.

NOW, THEREFORE, in consideration of the mutual covenants herein the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above Recitals are incorporated herein for all purposes.

2. Term of Agreement. The term of this Agreement is for five (5) years, each year commencing on October 1st. The first year of this Agreement shall commence on the date the last Party executes this Agreement (the "Effective Date") and will end on September 30, 2026.

3. Definitions.

BPD means Buda Police Department.

Budget means the applicable portion of the Operating Budget or Capital Budget, except where expressly stated otherwise.

Capital Funds means funds budgeted and paid by the parties for Capital Costs that may or may not be spent during the fiscal year in which they were paid.

Capital Improvement Plan means a plan reviewed yearly that includes expected planned additions, repairs, replacement, or upgrades to the CECC and the CECC Systems. The Capital Improvement Plan may include Capital Costs to be budgeted over multiple years. The planned Capital Costs should be included in each yearly Budget per the Capital Improvement Plan.

Combined Emergency Communications Center (CECC) means the integrated and coordinated combined emergency communications center, inclusive of the CECC portions of the Facility, CECC structures on and around the Hays County Public Safety Facility as well as the CECC Systems on and within the Facility.

CECC Program means the Combined Emergency Communications Center Program, which includes the CECC, the Shared Employees, and all of the CECC Systems housed and managed within the Facility.

Costs are defined below by category and types of costs, and are included on the estimated Preliminary Budget, **Exhibit A**, and the estimated Budget, **Exhibit B**. Costs, especially those for certain CECC Systems, may be reduced by revenue from entities not a party to the Agreement before they are included in the Budget.

> **Agency Specific Costs** means all costs each Party must annually budget to pay all costs associated with any Agency Specific Systems it operates out of the CECC Facility, including Agency Specific Employee Costs.
>
> **Buda/Hays Personnel and Support Costs** means those Costs shared by the City of Buda and Hays County for Hays County emergency communications personnel and support of that personnel.
>
> **Buda/Texas State/Hays Personnel and Support Costs** means those Costs shared by the City of Buda, Texas State University, and Hays County for Hays County emergency communications personnel and support of that personnel.
>
> **Personnel Costs** means wages, stability pay, insurance, FICA, Medicare, and retirement contributions.
>
> **Capital Costs** means all costs associated with any additions, repairs, replacement, or upgrades to the CECC and the CECC Systems it supports after initial construction of the CECC or CECC Systems is completed. Certain Capital Costs, especially those included in the Capital Improvements Plan and greater than $100,000, may be partially funded in a multi-year plan.

Operating Costs means all costs incurred to occupy and use the Facility, including without limitation, Commodities Costs, Contractual Costs, Personnel Costs, and CECC System Costs, and further including building system services, utility costs, custodial services, grounds maintenance, security, and the normal, periodic maintenance, running, servicing, inspecting, parts replacement and repair, and other similar activities that are intended to keep the Facility and CECC Systems functioning efficiently, maintain the useful life of the assets, and reduce the probability of failures. All Operating Costs must be included in each annual Budget.

CECC Systems Costs means all costs to operate or upgrade the CECC Systems including hardware, and software licenses, training, support, and costs associated with maintenance contracts.

Commodities Costs means all costs associated with outright purchase of goods and services, such as; office supplies, computer supplies; computer software, tools and minor equipment; and minor computer hardware.

Contractual Costs means all costs associated with setting up contracts to supply goods and services, such as rental of copy machines, vending machines, Facility insurance and content insurance for CECC Systems, equipment maintenance, security services, utilities, and telephone system costs.

Facility Space Costs means the costs associated with any party's use of space within the facility. Rates for Facility Space Costs associated with the various portions of the facility will be governed by lease agreements between a Party and Hays County. If a Party's use of facility space requires a lease, the rates for portions of the facility included in that lease will be used to calculate Facility Space Costs for any other Party.

Hays County CECC Management and Administrative Services Costs means those Hays County costs associated with providing management and administrative services, which will be reimbursed as if Hays County were a third-party vendor of those services, and nor otherwise included as a Cost herein, (e.g. facility maintenance, janitorial services, etc.)

Program Shared Personnel and Support Costs means those Costs shared by all Parties for personnel and support of that personnel that benefit the entire Program.

Day, unless otherwise described, means calendar day.

Emergency Call-takers are Agency Specific Employees assigned to answer 911 calls. The structure and number of Emergency Call-takers may vary depending on whether existing agency PSAP's are combined or operated separately. When operating under one PSAP the number of Emergency Call-takers, staffing levels, and their duties are governed by the Standard Operating Procedures and adopted budget of the CECC Program, however the supervision of Emergency Call-takers remains within the respective command structure of each agency. When operating under multiple PSAP's, the agencies that utilize Emergency Call-takers for their respective

PSAP will independently govern the number of Emergency Call-takers, staffing levels, and duties. Emergency Call-takers may be transitioned into shared employees, governed by the CECC program, if approved by the Executive Board and all Parties during any budget approval process.

Employees are either "Shared Employees" or "Agency Specific Employees" for purposes of this Agreement.

> **Agency Specific Employees** means those employees employed directly by a Party at the CECC Facility, excluding Shared Employees.
>
> **Shared Employees** means those employees employed by Hays County at the CECC Facility and whose salary is funded by contributions from some, or all Parties through the Budget process.

Executive Board Bylaws means the Bylaws approved by the Parties to provide a framework for operation and management of the CECC Program by the Executive Board.

Facility the Public Safety Facility, which will include the CECC, owned by and under the direct control of Hays County at 810 South Stagecoach Trail in San Marcos, Texas.

> **Exclusive Facility Space** means that portion of the Facility designed for use by only one of the Parties as shown on the attached and incorporated **Exhibit C**.
>
> **Shared Facility Space** means that portion of the Facility designated for common and general use by any Party as shown on **Exhibit C**.
>
> **General Facility Space** means that portion of the Facility designated for use by, or support of, all users of the Facility as shown on **Exhibit C**.
>
>> **Exhibit C** will be amended to change the location and/or proportion of Exclusive and Shared Facility Space to reflect the changes if a Party enters into a Lease or amends a Lease with Hays County, and it becomes effective when all relevant Parties execute the Lease, or all Parties execute the Lease Amendment, whichever is applicable.

Fiscal year means the fiscal year beginning October 1 and ending September 30 of the following calendar year.

Hays County means Hays County, a political subdivision of the State of Texas.

Hays County Emergency Communications Department means the department responsible for providing emergency communication and dispatching services for the following agencies; HCSO, Hays County Constable Offices, North Hays Fire Department, Wimberley Fire Department, Wimberley EMS, Buda Police Department, Buda Fire/EMS Department, South Hays Fire Department, and San Marcos Hays County EMS.

HCSO means Hays County Sheriff's Office.

KPD means Kyle Police Department.

LASO means the Local Agency Security Officer. The LASO's responsibilities include:

(i) Identify all users of the approved hardware, software and firmware and ensure no unauthorized individuals or processes have access to the same.
(ii) Identify and document how the equipment is connected to the state system.
(iii) Ensure personnel security screening procedures are followed.
(iv) Ensure the approved and appropriate security measures are in place and functioning as expected.
(v) Support policy compliance and keep state and federal ISO informed of security incidents.

Lease means a lease between Hays County and another Party for the use of space within the Facility.

Preliminary Operating Phase means the timeframe which begins on the first day of operation and ends on September 30, 2022.

Remaining Parties means those Parties to this Agreement who remain committed to this Agreement in the event one or more Parties withdraw. "Parties" is defined on page one of this Agreement.

Standard Operating Procedures means the procedures that govern the day-to-day management and operation of the CECC Program.

Systems used individually, and in the singular, mean each System, and used collectively and in the plural means all Systems defined immediately below and governed by this Agreement. Systems may be added, altered, superseded, or removed from this Agreement by amendment.

Agency Specific System means a System that is operated by one Party solely for that Party's use, including but not limited to, printers, copiers, computers, telephones, communication devices such as a mobile vehicle radio or portable hand-held radio, equipment installed in agency vehicles, and all other CECC equipment not used by Shared Employees and that does not use Shared Employees to support any portion of the System. Various Agency Specific Systems required by a Party in order for that Party to participate in the CECC Program may be provided by Hays County under the terms of a separate agreement; however once received by the Party, that equipment shall become owned and maintained by the Party as an Agency Specific System.

CECC System means a System that is operated by one or more of the Parties, including but not limited to dispatch consoles, servers, Computer Aided Dispatch, Records Management Systems (RMS) and other equipment that is used by Shared

Employees and/or uses Shared Employees to support that System. All CECC Systems, initially purchased or installed for use by the CECC Program, or purchased, installed, or utilized by the CECC Program at a later time, shall be owned and accounted for by Hays County. Agency Specific Systems are not part of the CECC System. Permissions to modify, and the maintenance of, any CECC Systems that impact individual agencies will be governed by procedures and protocols adopted by the Executive Board and/or the Law Enforcement Management Board.

Regional Trunked Voice Radio System (Radio) means a regional trunked radio system that will provide total inter-departmental communication capability between all agencies utilizing the new network, portable radio coverage throughout Hays County and surrounding areas, adequate capacity to meet long-term needs, survivability during adverse weather conditions, and secure communication with limited unauthorized access to sensitive information.

Computer Aided Dispatch System (CAD) means a regional system to be used by multiple governmental agencies in Hays County for sharing data. CAD Interfaces with 9-1-1 call taking systems and Records Management Systems.

Records Management System (RMS) means an incident reporting system which also allows for management of data relating to warrants, investigation, personnel, fleet, facilities, and other business needs specific to an agency, integrated with the Computer Aided Dispatch System and accessible to law enforcement agencies of other municipal and governmental entities.

9-1-1 System (911) means the three-digit emergency telephone number that provides citizens a direct link to Police, Fire, or Emergency Medical Service personnel. Calls to 9-1-1 are automatically routed to the primary and secondary Public Safety Answering Points (PSAP) and answered by 9-1-l call-takers who may dispatch, transfer, or relay the information. The CECC System may be operated by utilizing individual PSAP's unique to the jurisdiction served by an Agency or a combined, singular PSAP.

TAC means the Terminal Agency Coordinator. The TAC serves as the point-of-contact at the local agency with the Texas Department of Public Safety for matters relating to Criminal Justice Information Services (CJIS), Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC) and Texas Law Enforcement Telecommunications System (TLETS)/International Justice and Public Safety Network (Nlets) information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies. CJIS requires that every local agency designate one individual to function as the NCIC TAC. The TAC is responsible for ensuring compliance with the TCIC/NCIC policies and procedures at his/her agency.

TXST PD means Texas State University Police department.

4. Purpose. The purpose of this Agreement is to establish an operational and management structure to provide authority to participants for ongoing administration and management of the CECC Program, including establishing an organizational structure and funding process.

The Parties have developed suggested objectives and performance measures, attached as **Exhibit E**. **Exhibit E** can be amended by a majority vote of the Advisory Board, and the new **Exhibit E** will become effective upon the date of the vote to amend **Exhibit E**. The CECC Program will be organized and operated in accordance with all applicable Laws.

5. Executive Board.

5.01 Purpose and Duties. The Executive Board shall:

(i) Annually approve a draft CECC Budget and recommend approval of the Budget to the governing bodies of the Parties.

(ii) With input from the LE Management Board, Advisory Board, and through coordination with each Party's Terminal Agency Coordinator (TAC) and Local Agency Security Officer (LASO), the Executive Board will adopt policies and Standard Operating Procedures for the CECC Program and assist in the resolution of CECC Program issues. The Board will make final decisions regarding the management of CECC Program resources, including the Shared Employees. However, responsibility for the management of the approved security requirements shall remain with the LE Management Board in coordination with each Party's TAC and LASO, and responsibility for the management control of network security shall remain with the LE Management Board in coordination with each Party's TAC and LASO. If there is any conflict between the Standard Operating Procedures and management practices adopted by the Board and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.

(iii) Examine the apportionment of CECC Costs between the Parties and recommend any adjustments needed to reflect the beneficial use of the CECC Program by each Party. Multiple cost allocation methods may be used for different types of Costs to ensure equitable financial responsibility for the CECC Program and CECC Systems. The Budget will reflect the cost allocation method(s) adopted by the Executive Board

(iv) Approve a Capital Improvements Plan detailing Capital Costs included in the Budget which may be funded over multiple years.

(v) Operate and manage the CECC Program in accordance with the Executive Board Bylaws.

(vi) Recruit, hire, and supervise the CECC Director. The hiring or termination of the CECC Director requires a unanimous vote of all members of the Executive Board.

5.02 Composition. The Executive Board will be composed of the following eight (8) members: two members of the Hays County Commissioners Court, the city manager of Kyle (or designee), one member of the Kyle City Council, the city manager of Buda (or designee), one member of the Buda City Council, a representative of Texas State

University, and a representative who shall be an appointed commissioner of an Emergency Services District and shall be mutually selected by a majority of the ESDs of Hays County. Five Members of the Executive Board constitutes a quorum to conduct business. The CECC Director will serve as a non-voting, advisory member of the Executive Board.

5.03 Meeting Requirements. The Executive Board shall meet at least quarterly, however special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement. The Executive Board meetings shall be conducted in accordance with the Texas Open Meetings Act, to the extent legally required.

5.04 Terms. All Executive Board members serve at the pleasure of their appointing governing body or agency. The Executive Board's ESD representative shall serve for a term of two (2) years and may not be appointed from the same ESD for two (2) consecutive terms.

5.05 Chairman and Secretary. The Chairman and a Secretary will be elected annually by the Executive Board. A seated Chairman or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

5.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the Executive Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the Executive Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. A quorum of the Executive Board is five (5) members. No action may be taken by the Executive Board without a quorum present. Any member may place items on the Executive Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the next meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the quorum present at a meeting is required to authorize any action or determination by the Executive Board, except for those actions specified in this Agreement or the Executive Board Bylaws that require a four-fifths vote of all members of the Executive Board.

5.07 Executive Board Bylaws. The Parties will approve Bylaws which will govern the activities of the Executive Board. The Bylaws may not contain any provision that contradicts this Agreement. The Bylaws and any amendments to the Bylaws must be approved by all Parties.

6. Law Enforcement (LE) Management Board.

6.01 Purpose and Duties. In coordination with each agency's TAC and LASO, manage all Law Enforcement functions of the CECC Systems including the responsibility for the management of the approved security requirements and control of network security. Through coordination with each TAC and LASO, the LE Management Board shall:

(i) Maintain sole control of all Criminal Justice information functions within the CECC Systems as described in the Criminal Justice Information Services (CJIS) Security Policy.

(ii) Adopt protocols regarding the access, usage, and security of all CECC Systems and data and adopt test strategies for CECC Systems and upgrades including the development of test environments. Develop measures ensuring any Agency Specific System and related data can only be accessed by authorized personnel of the agency which owns or controls the system or other non-agency personnel which has been given formal permission in compliance with CECC Program and/or agency specific policies.

(iii) Manage the approved security requirements with the authority to enforce the standards for the selection, supervision, and separation of personnel who have access to Criminal Justice Information (CJI); set and enforce policy governing the operation of computers, circuits, and telecommunications terminals used to process, store, or transmit CJI; and to guarantee the priority service needed by the criminal justice community.

(iv) Manage the control of network security with the authority to enforce the standards for the selection, supervision, and separation of personnel who have access to CJI; set and enforce policy governing the operation of circuits and network equipment used to transmit CJI; and to guarantee the priority service as determined by the criminal justice community.

(v) Develop and approve a System Service Level Agreement for the RMS/CAD system with the Hays County Information Technology Department that will provide infrastructure hosting, maintenance and support.

(vi) Assist in execution and enforcement of management control agreements.

6.02 Composition. The LE Management Board will be comprised of six (6) members, the CECC Director, the Chairman of the CECC Advisory Board, the Hays County Sheriff or designee, the Police Chief of the City of Kyle or designee, the Police Chief of the City of Buda or designee, and the Police Chief of Texas State University or designee. If the Chairman of the Advisory Board is automatically a member of the LE Management Board due to their role as the Sherriff or designee, or Police Chief or designee, the Advisory Board will select a member for representation on LE Management Board that is not automatically a member of the LE Management Board.

6.03 Meeting Requirements. The LE Management Board will meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement. The LE Management Board meetings shall be conducted in accordance with the Texas Open Meetings Act, to the extent legally required.

6.04 Terms. All LE Management Board members serve at the pleasure of their appointing governing body or agency.

6.05 Chairman and Secretary. The Chairman and a Secretary will be elected annually by the LE Management Board. A seated Chairman or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

6.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the LE Management Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the LE Management Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the LE Management Board without all members, or their designees, present. Any member may place items on the LE Management Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the members, or their designees, present at a meeting is required to authorize any action or determination by the LE Management Board.

7. Advisory Board.

7.01 Purpose and Duties. The Program will be facilitated by an Advisory Board, which shall:

(i) Review and provide input on Standard Operating Procedures related to the operation and maintenance of the CECC Program.
(ii) Review and provide input on protocols regarding access, usage, testing and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
(iii) Make recommendations regarding staffing levels and staffing duties.
(iv) Recommend upgrades to, or replacement of, CECC Systems through the development of a Capital Improvements Plan which shall be approved by the Executive Board.
(v) Organize special temporary or standing committees comprised of members representing; the Parties, the Advisory Board, or any other agency or entity that may facilitate effective operation of the CECC Program or that participates in a CECC System.
(vi) Address conflicts between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s). If a consensus can be reached, the CECC Director will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary. If the conflict pertains to any responsibility or authority granted to the LE Management Board, the Executive Board shall refer the matter to the LE Management Board.

7.02 Composition. The Advisory Board will be comprised of thirteen (13) members, who will be executive-level management representing each of the following agencies:

Hays County Sheriff's Office
Hays County Constable Offices

Kyle Police Department
Kyle Fire Department
North Hays Fire Department
Wimberley Fire Department
Wimberley EMS
Buda Police Department
Buda Fire/EMS Department
South Hays Fire Department
San Marcos Hays County EMS
Hays County Emergency Services Department
Texas State University Police Department

The designated members and/or designees are shown on the attached **Exhibit F**. Notice of a change in designated members or designees by a Party may be made by sending written notice of the newly designated member(s)/designee(s) to the other Parties. Each agency or agency category listed above will be entitled to one representative on the Advisory Board.

7.03 Meeting Requirements. The Advisory Board will meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

7.04 Terms. The appointing Party will determine the term of each member. All Advisory Board members serve at the pleasure of their appointing agency.

7.05 Chairman, Vice-Chairman, and Secretary. A Chairman, Vice Chairman and Secretary will be elected annually by the Advisory Board. A seated Chairman, Vice Chairman, or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made. The Chairman (or the Chairman's designee) will represent the Advisory Board at meetings of the Executive Board.

7.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the Advisory Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the Advisory Board. The Chairman will preside at the meetings and the Vice Chairman will act in the absence of the Chairman. No action may be taken by the Advisory Board without ten (10) members, or their designees, present. Any member may place items on the Advisory Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A vote of at least (8) members, or their designees, present at a meeting is required to authorize any action or determination by the Advisory Board.

8. RMS/CAD Committee.

8.01 Purpose and Duties. Facilitate the management and maintenance of the RMS/CAD system and define the respective duties, obligations, and responsibilities of the Parties with respect to the RMS/CAD system. The RMS/CAD Committee shall:

(i) Facilitate the establishment and maintenance of a single, coordinated, integrated RMS/CAD system that enables the Parties to share accurate and timely public safety information, increase operational efficiency via a reduction in data entry, and to facilitate the process of accessing information. Maintenance of such information should not be viewed as relieving any Party of its own particular record keeping requirements under the law.

(ii) Make recommendations regarding the RMS/CAD system to the Advisory Board.

(iii) Identify and address operational and technical issues, including issues which are regional, affect multiple parties, affect CECC System operations; require additional funding; or that would require alteration to existing agency or CECC policies.

(iv) Research and test new products.

(v) Provide recommendations to the Advisory Board, LE Management Board and the Executive Board regarding costs and the allocation of costs within the CECC Budget for the RMS/CAD system.

(vi) Recommend measures, including, but not limited to contracting with external vendors and/or agencies, to provide hosting, operation and maintenance services.

8.02 Composition. The RMS/CAD Committee will be composed of twelve (12) members, the CECC Director, two members representing the Hays County Sheriff's Office, two members representing the City of Kyle Police Department, two members representing the City of Buda Police Department, two members of the Texas State University Police Department, the Hays County Constable Departments' Advisory Board Representative, a representative of the Hays County Information Technology Department, and the Chairman of the Advisory Board. If the Chairman of the Advisory Board is a Hays County Constable, or an Advisory Board representative of the Hays County Sheriff's Office, City of Kyle Police Department, City of Buda Police Department, or Texas State University Police Department, then the Advisory Board shall select a member of the Advisory Board to represent the Board on the RMS/CAD Committee, in lieu of the Chairman of the Advisory board, that is not an Advisory Board representative of those respective agencies.

8.03 Meeting Requirements. The RMS/CAD Committee shall meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

8.04 Terms. All RMS/CAD Committee members serve at the pleasure of their appointing governing body or agency.

8.05 Chairman and Secretary. The CECC Director will act as the Chairman of the RMS/CAD Committee. A Secretary will be elected annually by the RMS/CAD Board.

A seated Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

8.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the RMS/CAD Committee. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the RMS/CAD Committee. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the RMS/CAD Committee without at least nine (9) members, or their designees, present. Any member may place items on the RMS/CAD Committee's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A vote of at least seven (7) members, or their designees, present at a meeting is required to authorize any action or determination by the RMS/CAD Committee.

9. Staffing and Operations.

9.01 CECC Director. The CECC Director shall manage the day-to-day operations of the CECC Program according to the adopted Standard Operating Procedures. The CECC Director is a Shared Employee that reports directly to the Executive Board. The CECC Director shall:

(i) Supervise the Shared Employees and maintain job descriptions for the Shared Employees. The CECC Director will not supervise or direct any Party's Agency Specific Employees or Shared Employees performing emergency call-taking functions.

(ii) Maintain a current copy of this Agreement, including any amendments and the most current version of all Exhibits, together with copies of the most current versions of any subsequently developed additional operating procedures or standards, the Lease, all other CECC Program or System related Interlocal Agreements, all related plans, specifications, equipment information and warranties, all other related contracts, and Budget documents.

(iii) Become involved in a Party's Agency Specific Program operations only to the extent that issues cross boundaries between Parties or Systems, and the issues cannot be otherwise resolved. Maintain job descriptions for the Shared Employees.

(iv) When requested, coordinate Executive Board, LE Management Board and Advisory Board meetings.

(v) Maintain minutes of meetings and CECC Program records.

(vi) Make recommendations to the Advisory Board, the LE Management Board, and the Executive Board on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.

(vii) Make recommendations to the Advisory Board, the LE Management Board, and the Executive Board on protocols regarding access, usage, testing, and security of

all CECC Systems, Agency Specific Systems, and the management of associated data.

(viii) Provide the first level of administrative dispute resolution.

(ix) Be empowered by the all Parties to this Agreement to make decisions regarding Shared Systems and Shared Employees, and day-to-day operational issues regarding the CECC Program, including making expenditures for budgeted items in accordance with CECC annual Budget.

(x) Negotiate service level agreements, or equivalent agreements, with the Parties upon written request, including such agreements with Party's departments or divisions, these service level agreements will include, but not be limited to, operating service level agreements between other operating agencies, or departments thereof, which must be agreed to by all involved parties.

(xi) Provide quarterly service level reports to the applicable Parties, which reports will be used to review services, staff, resource requirements, and cost allocations.

(xii) Provide quarterly budget reports.

(xiii) Immediately request an Executive Board meeting and provide a special budget report to determine how to fund any unanticipated expenditure or how to reduce budgeted expenditures.

(xiv) Call meetings of the Advisory Board Members to facilitate decision-making about the CECC Program. If conflicts arise between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s), the CECC Director will present the conflict at a meeting of the Advisory Board. If a consensus can be reached, the CECC Director will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary.

(xv) Coordinate long range planning goals, including the development of a Capital Improvements Plan, with the Advisory Board for approval by the Executive Board.

(xvi) Provide annual reports targeting the suggested objectives and performance measures shown on **Exhibit E**.

9.02 PSAP Management Board. The PSAP Management Board will be comprised of the Hays County Emergency Communications Director and the City of Kyle Emergency Communications Manager. As individual representatives of their agencies, the Kyle Emergency Communications Manager and the Hays County Emergency Communications Director will operate within their respective command structures and supervise their Agency Specific Employees in accordance with their agency's policies and procedures; however operational management of the CECC Program which includes the Shared Employees and Emergency Call-takers, will follow the Standard Operating Procedures and management practices adopted by the Executive Board. The PSAP Management Board shall:

(i) Facilitate the effective management of the CECC Program by working with the CECC Director to implement the approved Standard Operating Procedures.

(ii) Make recommendations to the CECC Director on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.

(iii) Make recommendations to the CECC Director on protocols regarding access, usage, testing, and security of all CECC Systems, Agency Specific Systems, and the management of associated data.

(iv) When operating under a combined PSAP model, co-manage the staffing levels and duties of Agency Specific Employees assigned as Emergency Call-takers, however the supervision of these Agency Specific Employees remains within their respective Command Structures. If conflicts arise the PSAP Management Board will present the conflict to the CECC Director. If no consensus can be reached, the matter will be referred to the Advisory Board and scheduled for action at their next Board meeting or a specially called Advisory Board meeting, if necessary.

9.03 Shared Employees. Hays County will provide the Shared Employees to conduct the day-to-day activities for the CECC Program. The Shared Employee job descriptions may be modified by a recommendation of the Advisory Board and approved by a majority vote of the Executive Board, or by an independent majority vote of the Executive Board. The number and types of employees ("FTE") that will constitute the initial Shared Employee staffing required to operate the CECC Program are set out in attached **Exhibit H**, which may be amended annually by approval of the Executive Board to provide for any changes in the numbers and types of FTEs shown in the Budget. The amended **Exhibit H** will be effective upon Budget Approval by each Party. The total costs of the Shared Employees will be included in each Hays County fiscal year budget. Beginning with the fiscal year following completion of the Preliminary Operating Phase, Hays County will be reimbursed for a portion of the cost of the Shared Employees by the other Parties, in accordance with the Budget.

9.04 Operating Procedures. The CECC Director and the PSAP Management Board shall prepare Standard Operating Procedures to govern the day-to-day management and operation of the Facility, CECC Systems and Shared Employees. The CECC Director will submit Standard Operating Procedures to the Advisory Board for review and to the LE Management Board and the Executive Board for approval. The CECC Director, PSAP Management Board, and the Advisory Board will periodically review the Standard Operating Procedures and recommend any reasonably necessary changes for approval. The CECC Director will also monitor implementation and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.

10. Budget.

10.01 Annual Operating Budget. The CECC Director shall prepare an annual CECC Program operating budget ("Operating Budget") on a fiscal year basis for review and approval by the Executive Board. The Operating Budget must provide for all Costs associated with operating the Facility and CECC Program.

10.02 Annual Capital Improvements Budget. The CECC Director shall prepare an annual CECC Program capital improvements budget ("Capital Improvements Budget") on a calendar year basis for review and approval by the Executive Board. While a Capital Improvements Budget will be recommended annually, a Capital Improvement Plan may provide for the funding of certain Capital Improvement Costs over multiple years.

10.03 Budget Format and Procedure. The estimated Preliminary Budget (**Exhibit A**) for the fiscal years and any partial fiscal year during the Preliminary Operating Phase and the estimated Budget (**Exhibit B**) for the fiscal years following completion of the Preliminary Operating Phase are expressly approved by the Parties as to form upon execution of this Agreement. The budgets include expected costs as of the effective date of this agreement. Actual budgeted costs will be determined through the budget process for each fiscal year. Each proposed annual Budget must be submitted to the Executive Board by June 1st of each year. Upon at least a four-fifths vote of all members of the Executive Board, the Budget will be recommended for adoption by each Party's respective governing body, as applicable.

10.04 Budget Approval and Expenditures. The Budget is subject to the approval of all Parties. The Budget will be become effective once the governing body of each Party has adopted an annual budget that includes all of that Party's Costs. Each newly adopted Budget will replace **Exhibit B**. After the Budget has been approved and funded by the Parties, Hays County is authorized to incur costs and expenses in accordance with the Budget. Any amendment to the Budget must be approved by a four-fifths vote of all members of the Executive Board. Any costs or expenses to be incurred in excess of the total approved and funded Operating or Capital Budget amount will require additional Budget approval and funding by all Parties.

10.05 Cost Allocation. The Parties will pay for the percentages of costs allocated for the Budget shown on **Exhibit B**, as it may be amended. There may be multiple allocation methods, depending on the nature of the cost. Initially, costs will be allocated by calculating each Party's pro rata percentage of 911 calls and calls for service. During the Preliminary Operating Phase, data will be collected that can be used to amend the cost allocation percentages and/or determine more appropriate criteria that may be used to allocate costs. The initial percentages are calculated in **Exhibit G** and used in the Preliminary Budget, **Exhibit A**, as well as **Exhibit B**. Cost allocation percentages and methods may be amended by a four fifths-vote of all members of the Executive Board in the same manner as **Exhibit B**. Any costs or expenses to be incurred by any Party(ies) in excess of the total approved and funded Operating or Capital Budget amount due to a change in the Cost Allocation percentage or method will require additional Budget approval and funding by the Party(ies).

10.06 Payments. On an annual basis, the Parties will be invoiced equal, quarterly installments for their respective portion of expenditures approved in the Budget. The first quarterly payment will be due on December 31, the second quarterly payment will be due on March 31, the third quarterly payment will be due on June 30, and the final quarterly payment will be due on September 30.

(i) Hays County must provide at least thirty (30) calendar days prior written notice (the "Notice"') of any amounts due from each Party under an invoice for Budgeted Costs to allow the Parties sufficient time to approve any disbursement of funds, as required by law.

(ii) Each Party must approve, or dispute, payment of invoices within ten (10) business days after receipt of the invoice and provide written notice of any dispute to Hays County.

(iii) All invoices shall be paid in accordance with the Prompt Payment Provisions of Texas Government Code 2251.

(iv) For purposes of this **Section 10.06**, the Parties Designated Representative for receiving the invoices, statements, and reports and demanding interest earnings are as follows:

Hays County:	Hays County Judge 111 E. San Antonio St. Suite 300 San Marcos, Texas 78666
The City of Kyle:	City Manager 100 W. Center St. Kyle, Texas 78640
The City of Buda:	City Manager 121 Main St. Buda, Texas 78610
Texas State University:	Vice President for Finance and Support Services 601 University Drive JCK 920 San Marcos, Texas 78666

Unless a different address is listed here, notices will be sent to the address listed in **Section 19.06**.

10.07 Funding. The Parties specifically acknowledge that funding for each Party's share of the CECC Budget been duly approved through that Party's annual budgeting process, is current revenue available to each funding Party, and has been approved by its governing body for the specific purpose of transfer to Hays County for expenditure in accordance with the CECC Budget and Hays County's purchasing requirements. The Parties further acknowledge that they may have their own annual "Agency Specific Costs" that are separate and in addition to the CECC Budget Costs and that the annual budget that each Party's governing body adopts will specifically include that Party's Agency Specific Costs, with sufficient additional appropriations over its allocated portion of the CECC Budget to cover those Agency Specific Costs in its annual budget.

10.08 Loss of Funding. Performance by Texas State University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas State University System (the "Board"). If the Legislature fails to appropriate

or allot the necessary funds, or the Board fails to allocate the necessary funds, then Texas State University will issue written notice to the Parties and Texas State University may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Texas State University.

10.09 Failure to Fund. If any Party authorizes funding at less than their allocated amount recommended by the Executive Board, at the sole discretion of the other Parties by majority vote, the CECC Budget either will be adjusted accordingly or the other Parties may agree to pay the unfunded portion. Action on a Budget adjustment or a Party's(ies') agreement to pay more must be taken within thirty (30) days after any Party's governing body adopts or otherwise authorizes expenditures for less than that Party is allocated for a future budget, or that year's CECC Budget is automatically reduced by the unfunded allocation. If the CECC Budget is automatically reduced, the Parties must promptly revise **Exhibit B** to reflect the new Budget amount, unless the Partial Funding is resolved under **Section 10.10** below.

10.10 Partial Funding. If any Party authorizes funding at less than the amount recommended for that Party by the Executive Board, or if any Party fails to fully fund its Agency Specific Costs. (herein called the "Underfunding Party") the other Parties may take one of the following actions:

(i) Amend the CECC Budget and then reduce CECC System services, Board representation, and voting rights to the Underfunding Party with such reductions to be consistent with the Underfunding Party's continued participation in CECC Systems, if any,

(ii) Reduce the CECC Budget by the amount underfunded by reducing Costs, in the following priority: nonessential services co the Underfunding Party, other services deemed non-essential by the other Parties, and, only if reasonably necessary, essential services to the Underfunding Party,

(iii) Assess the Underfunding Party an amount, which is the difference in the Underfunding Party's Budget allocation and the amount of funding provided by the Underfunding Party ("Assessment"). Each Party agrees that its future right to participate in the CECC Program is dependent upon fully funding its share of the Budget and its Agency Specific Program Costs.

(iv) Amend the CECC Budget by increasing the amounts paid by the other Parties based on a cost-benefit analysis of the CECC Program and CECC Systems value to those Parties with an acknowledgement of the non-quantifiable value to public safety of certain essential CECC Program services with a proportionate increase in Advisory Board representation for the Parties commensurate with the additional funding provided, or

(v) Terminate the Underfunding Party's participation in this Agreement by following the procedure for termination of a Party, if the level of funding is deemed substantially a failure to fund by the other Parties.

11. Systems Operation. The Parties shall operate those Systems for which they are responsible or mutually agree to their integrated operation with other CECC Systems. Each Party will be responsible for the operation of any System that is funded as a part of its Agency Specific Costs.

Operation of the CECC Systems shall be governed by the Standard Operating Procedures and protocols adopted by the Executive Board and the Law Enforcement Management Board. Each Party shall have primary authority over all its respective Agency Specific Employees and their duties and Agency Specific Systems, if any.

12. Contracting Authority. The Parties specifically agree that Hays County will have the authority to contract for CECC items that have been approved in the annual CECC Budget, so long as the payments are made from available funds, using Hays County's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional guidelines.

13. Accounting Records. Hays County will maintain accounting records in accordance with generally accepted accounting standards, including compliance with federal guidelines for spending federal funds or bond proceeds. Such records will be open to inspection by the Parties during reasonable business hours and will be retained for at least six (6) years. Upon three (3) days written notice, any Party may audit the records in the Facility.

14. State Auditor's Office. The Parties understand that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor's Office or any successor agency ("Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. The Parties shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of the information as requested. A Party's failure to comply with this requirement shall constitute a material breach of Agreement and shall authorize Texas State University and the State of Texas to assess immediately appropriate damages for such failure. The Parties acknowledge and understand that the acceptance of funds under Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Parties shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the CECC and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

15. Federal Funds and Bond Funds. If a Party utilizes Federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the CECC Program expenditures contemplated herein for Federal and/or grant program reimbursement and to avoid arbitrage penalties. Further, the Parties agree to cooperate with each other in the application for and administration of Federal funds, grants funds, or bond funds in order to maximize funding participation in the operation and maintenance of the CECC Program. Each Party intending to utilize Federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall annually notify the other Parties when those funds are obligated to the CECC Program.

16. Amendment to Agreement. This Agreement may be amended only by a unanimous vote of the Parties. Any proposed amendment shall be directed to the Executive Board. The Board shall review the proposed amendment and provide its recommendation for consideration by the governing body of each Party. The Parties agree to meet at least once during calendar year 2021

to discuss any modifications to the Agreement that might be needed to refine or clarify the CECC Program.

17. Additional Parties to the Agreement. Entities which are not a Party to this agreement may become a Party only by amendment to this Agreement as defined in **Section 15** subject to the following terms and conditions:

(i) A new party may be assigned an assessment, determined by a formula approved by the Executive Board. Any Parties incurring Capital Costs for a System shall determine the capital portion of a fee to be assessed to the new Party for any System assets and associated debt. Payment of the assessment shall be made to the Parties which previously incurred Capital Costs for those System assets in proportion to the costs paid.

(ii) The effective date of an amendment to this Agreement for additional Parties shall occur on the first day of a fiscal year.

(iii) Any additional Party shall be entitled to all rights and obligations of the Parties hereto and all Parties shall agree to, by amendment of this Agreement, reapportion any board(s) defined in this Agreement to accommodate the additional Party.

18. Termination.

17.01 Voluntary Termination. This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any non-Hays County Party to this Agreement may withdraw from this Agreement and terminate its participation in this Agreement ("Terminating Party") during the Preliminary Operating Phase, by giving six (6) months written notice prior to the conclusion of the Preliminary Operating Phase, or any time following the completion of the Preliminary Operating Phase, by giving twelve (12) months written notice to the Remaining Parties. The termination becomes effective on the first day after the notice period ends ("Effective Termination Date"). Such Terminating Party must continue to fund its portion of the Budget up to its Effective Termination Date and, if it does so, the Terminating Party may continue to participate in the CECC Program and CECC Systems until the Terminating Party's Effective Termination Date. However, failure of the Terminating Party to allocate and provide funding for its portion of the Budget immediately terminates their ability to continue to participate in the CECC Program and CECC Systems until the Effective Termination Date. The portion of the Budget allocated to a Terminating Party after receipt of the notice of termination may be reduced by agreement of the Remaining Parties.

17.02 Termination for Cause. The Parties may terminate the participation of any other Party for cause, including a Party's failure to fully fund or failure to pay for Budgeted Costs, after a unanimous vote of the non-defaulting Parties by delivery of a written notice of default which specifies the default under the material provisions of this Agreement and indicates that the default must be cured within thirty (30) days or the Party's interest in this Agreement will automatically terminate. Provided, however, that in the event the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended as long as the defaulting Party continues to diligently prosecute such a cure to completion. Notwithstanding the immediately preceding sentence, an Assessment under **Section 10.09** (iii) can only be cured on or before the start of the next Budget cycle after an Assessment is made to that Party.

17.03 Rights of Remaining Parties. Once the undepreciated value of the CECC Systems in which a Terminating Party participated ("System Value") is determined, the Remaining Parties will consider alternatives, including but not limited to one of the following:

(i) Finding another governmental entity to assume the System Value,
(ii) Dividing the System Value proportionally among the Remaining Parties,
(iii) Allowing one Remaining Party to assume the System Value,
(iv) Allowing the Terminating Party to retain its System Value with the stipulation that use of the System(s) will not be made available to that Party, unless and until the Party agrees to pay its Assessment as set out in Section above, or
(v) The Remaining Parties will provide for any payment for System Value to the Terminating Party by amendment to this Agreement.

17.04 Duties of Remaining Parties. Any Remaining Party that assumes all or part of the System Value of a Terminating Party assumes all duties and obligations related to that right. The Remaining Parties must agree on a new allocation of costs and Budget.

17.05 Voting to Exercise Rights under Section 15.04. The decision to exercise rights granted by **Section 17.03** above by the Remaining Parties will be made by the Parties. However, the Terminating Party, and all votes allocated to the Terminating Party will be excluded in determining the votes needed for the Remaining Parties to make a decision.

17.06 Effect of Termination on Remaining Parties. A termination by a Party will have no effect on a Remaining Party's right to participate in the System Value, CECC Program, Facility, or any CECC System other than the specific rights and duties set out in this section, and the continuing duty of all Remaining Parties to pay their share of Costs as Budgeted.

17.07 Rights of the Parties upon Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, the non-Hays County Parties shall vacate the CECC. Within thirty (30) days after termination or expiration of this Agreement, the non-Hays County Parties shall remove their separate personal property, furniture, fixtures and equipment, including any property the removal of which may cause non-structural damage to the Facility. Any non-structural damage must be repaired within fifteen (15) business days to the reasonable satisfaction of Hays County. The foregoing rights and remedies given to Hays County are, and will be deemed to be, cumulative of any other rights of Hays County under law. The exercise of any right may not be deemed to be an election of rights. Provided, however, the Parties may then elect to continue this Agreement by mutual agreement of the Parties.

19. Dispute Resolution Process. All Parties are encouraged to work together to resolve all disputes prior to involving the Dispute Resolution Process. If all Parties agree in writing, a dispute may be withdrawn at any time during the Dispute Resolution process. The Parties recognize that Dispute Resolution involving the University must satisfy the requirements of Chapter 2260 of the Texas Government Code.

18.01 Timeframes.

Initial Dispute Hearing. Any Party must first bring an issue or dispute to the CECC Director for review and recommendation by delivery of a written notice. Within ten (10) business days after the CECC Communications Director receives the notice, he or she must schedule a meeting with the Party submitting the notice and any other appropriate Party or third party. The CECC Director must provide written notice of their decision to all applicable Parties within five (5) business days after the meeting. If there is a dispute with the CECC Director, the notice must be given to the Chairman of the Executive Board and the Executive Boardwill hear the matter and provide a written notice of their decision to all applicable Parties within five (5) business days after the meeting.

(i) Initial Appeal. A Party wishing to appeal the decision of the CECC Director, as described above, must make written notice of appeal within five (5) business days after receipt of the CECC Director's written decision. The appeal will be addressed to the Chairman of the Advisory Board. The Chairman must schedule a meeting of the Advisory Board within fifteen (15) business days of receipt of the notice and provide a written recommendation to the appropriate Parties within five (5) business days after the hearing. Any appeal of the recommendation of the Advisory Board will be to the Executive Board.

(ii) Appeal to Executive Board. Any appeal from the decision of the Advisory Board must be made by delivery of written notice of appeal to the Chairman of the Executive Board within ten (10) business days after receipt of the Advisory Board's decision. If the dispute pertains to any responsibility or authority granted to the LE Management Board, the Executive Board shall refer the matter to the LE Board. The Executive Board or LE Management Board may meet to hear the appeal or may elect to send the appeal to mediation. The Executive Board or the LE Board will either schedule a hearing or send the appeal to mediation within twenty-five (25) business days of receipt of the notice of the appeal. Any appeal from the Executive Board's recommendation or the LE Board's recommendation will be to a mediator as described below.

(iii) Mediation. If Mediation shall be the method to finalize the administrative appeal process, the Parties participating in mediation will endeavor to agree on the choice of a mediator within five (5) days of the delivery of any notice of appeal or of the Executive Board's recommendation of mediation. If the Parties cannot agree on the choice of a mediator, each participating Party will choose the name of a qualified mediator. Within five (5) days after the participating Parties choose their mediators, those mediators will choose another mediator to hear the appeal. The mediator chosen must schedule mediation within twenty (20) business days after being chosen, unless the Parties to the mediation agree to a different time schedule. The mediator must provide notice of the date, time, and location of the mediation to the CECC Director who must be allowed to attend or send a designee. However, if the subject matter of the mediation is a dispute with a member of the CECC Director, neither the CECC Director nor a designee may attend. The CECC Director or their designee may otherwise participate in the mediation and will be allowed to attend all joint sessions. This provision shall not be construed as restricting recourse of Texas governmental entities to the Courts.

19. Miscellaneous.

19.01 Interlocal Agreement. This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of The State of Texas and/or its charter. Each Party agrees that the compensation to be made to the other Parties as set forth in this Agreement is in an amount intended to fairly compensate each performing Party for the services or functions each provides hereunder, and are made from current revenues available to the paying Party.

19.02 No Assumption of Liability. No Party assumes the liability for the System(s) under the control of any other Party or for the actions of employees of any other Party. No Party will be responsible for the acts or omissions of any other Party regarding the use, installation, operation, maintenance or updating of any of the Systems or Equipment located within the CECC.

19.03 Immunity as a Defense. No signatory Party has agreed to waive any defense, right, immunity (including Sovereign and/or Official Immunity), or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the Program, except as otherwise required by law. Each party retains its immunities to the extent permitted by Texas law..

19.04 Relationship of Parties. The parties acknowledge that they are not an agent, servant, or employee of any other Party, and that each Party is responsible for its own acts and deeds and for those of its agents or employees. The Parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the responsible Party agrees to pay any liability adjudicated against another Party for acts and deed of the responsible Party, its employees or agents.

19.05 Retention of Defenses. The Parties agree that neither this Agreement nor the operation or use of the CECC by the Parties affect, impair, or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

19.06 Notices. Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such Party at the following respective addresses:

Hays County:

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

Hays County General Counsel
111 E. San Antonio St.
Suite 202
San Marcos, Texas 78666

The City of Kyle:	City Manager 100 W. Center St. Kyle, Texas 78640
The City of Buda:	City Manager 121 Main St. Buda, Texas 78610
Texas State University:	Vice President for Finance and Support Services 601 University Drive JCK 920 San Marcos, Texas 78666

All notices so given must be deemed given on the date so delivered or so deposited in the mail. All Parties may change their address by sending written notice of such change to the other Parties in the manner provided for above. In **Section 10.06** above, each Party's representative may be different than the person listed above, but the address will be the same unless otherwise noted.

19.07 Assignment. This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof is void and has no effect without the express consent in writing of the other Parties.

19.08 Entire Agreement. The entire agreement between the Parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.

19.09 Prior Agreements. This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

19.10 Severability. If any term or provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other term and provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.

19.11 Non-waiver. Failure of a Party to exercise any right of remedy for a breach or default of any other Party does not waive such right or remedy in the event of a subsequent breach or default.

19.12 Authority of Signatories. Each Party represents co all the other Parties that the representative signing this Agreement on any Party’s behalf has been duly authorized by the governing body of that Party in compliance with Texas law.

19.13 Further Assurances. Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate co carry out the intent and purposes of this Agreement.

19.14 Nondiscrimination. In their execution of this Agreement the Parties and others acting by or through them shall comply with all federal and state laws prohibiting

discrimination, harassment, and sexual misconduct. The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

19.15 In accordance with Texas Education Code, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:

(1) Whether the provision appears on the face of the Agreement or Contract; or
(2) Whether the Agreement or Contract includes any provision to the contrary.

19.16 Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

Exhibit A - Estimated Preliminary Operating Budget
Exhibit B - Estimated Budget
Exhibit C - Facility Space Allocation
Exhibit D - Initial CAD/RMS Costs
Exhibit E - Suggested Objectives and Performance Measures
Exhibit F - List of each Party's Designated Members to the Advisory Board
Exhibit G - Cost Allocation
Exhibit H - Required Program FTE Staffing

Signature page follows

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties as follows:

HAYS COUNTY

_____
Date

By:_____
Ruben Becerra
County Judge

Attest:_____
Elaine Cardenas
County Clerk

CITY OF KYLE

_____
Date

By:_____
Scott Sellers
City Manager

Attest:_____
Jennifer Vetrano
City Secretary

CITY OF BUDA

_____
Date

By:_____
Kenneth Williams
City Manager

Attest:_____
Alicia Ramirez
City Secretary

TEXAS STATE UNIVERSITY

11-9-20
Date

By: E Algoe
Eric Algoe
V.P. for Finance and Support Services

Attest: Anna Edmonds
Name: Anna Edmonds
Title: Executive Assistant

<u>Exhibit A</u>

Estimated Preliminary Budget

(Budget for Preliminary Operating Phase)

Exhibit A-ESTIMATED CECC BUDGET

ALLOCATION	Total	Hays County	Kyle	Buda	TX State
Capital Systems Costs-CAPS	100.00%	60.64%	24.78%	13.88%	0.70%
Capital Facility Costs-CAPF	100.00%	60.64%	24.78%	13.88%	0.70%
CECC System Costs-SYS	100.00%	60.64%	24.78%	13.88%	0.70%
Facility Space Costs-FSPACE	100.00%	60.64%	24.78%	13.88%	0.70%
Commodities Costs-COMM	100.00%	60.64%	24.78%	13.88%	0.70%
Contractual Costs-CONT	100.00%	60.64%	24.78%	13.88%	0.70%
Hays County Mgt and Admin Costs-HCMA	100.00%	60.64%	24.78%	13.88%	0.70%
Program Shared Personnel and Support Costs -PSPS	100.00%	60.64%	24.78%	13.88%	0.70%
Buda/Hays Personnel and Support Costs-BHPS	100.00%	81.37%	0.00%	18.63%	0.00%
Buda/TXST/Hays Personnel and Support Costs-BTHPS	100.00%	80.61%	0.00%	18.45%	0.93%

CAPITAL COSTS (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years) CAPS-

Capital Systems Costs

CAPF-Capital Facility Costs

OPERATING COSTS

SYS-CECC System Costs (see New World Contract Cost Allocation)										
CAD maintenance		$	55,733.00	$	33,997.00	$	13,933.00	$	7,803.00	$ 778.00
RMS maintenance		$	61,496.00	$	34,438.00	$	11,069.00	$	4,920.00	$ 11,069.00
Moblie CAD		$	87,578.00	$	55,858.00	$	12,977.00	$	5,767.00	$ 12,977.00
Other software, 3rd party hardware, software and services		$	57,475.00	$	33,119.00	$	11,652.00	$	5,718.00	$ 7,117.00
Misc support and services		$	15,000.00	$	9,096.00	$	3,717.00	$	2,082.00	$ 105.00
	total	**$**	**277,282.00**	**$**	**166,508.00**	**$**	**53,348.00**	**$**	**26,290.00**	**$ 32,046.00**
FSPACE-Facility Space Costs										
Shared Facility Space		$	48,080.00	$	29,155.71	$	11,914.22	$	6,673.50	$ 336.56
General Facility Space (common, break rm, bath, etc)		$	18,597.24	$	11,277.37	$	4,608.40	$	2,581.30	$ 130.18
Entity Exclusive Facility Space		$	17,870.00	$	10,130.00	$	5,430.00	$	-	$ 2,310.00
	total	**$**	**84,547.24**	**$**	**50,563.08**	**$**	**21,952.62**	**$**	**9,254.80**	**$ 2,776.74**
	total	**$**	**361,829.24**	**$**	**217,071.08**	**$**	**75,300.62**	**$**	**35,544.80**	**$ 34,822.74**

<u>Exhibit B</u>

Estimated Budget

(Budget for years following the Preliminary Operating Phase)

Exhibit B-ESTIMATED CECC BUDGET

ALLOCATION	Total	Hays County	Kyle	Buda	TX State
Capital Systems Costs-CAPS	100.00%	60.64%	24.78%	13.88%	0.70%
Capital Facility Costs-CAPF	100.00%	60.64%	24.78%	13.88%	0.70%
CECC System Costs-SYS	100.00%	60.64%	24.78%	13.88%	0.70%
Facility Space Costs-FSPACE	100.00%	60.64%	24.78%	13.88%	0.70%
Commodities Costs-COMM	100.00%	60.64%	24.78%	13.88%	0.70%
Contractual Costs-CONT	100.00%	60.64%	24.78%	13.88%	0.70%
Hays County Mgt and Admin Costs-HCMA	100.00%	60.64%	24.78%	13.88%	0.70%
Program Shared Personnel and Support Costs -PSPS	100.00%	60.64%	24.78%	13.88%	0.70%
Buda/Hays Personnel and Support Costs-BHPS	100.00%	81.37%	0.00%	18.63%	0.00%
Buda/TXST/Hays Personnel and Support Costs-BTHPS	100.00%	80.61%	0.00%	18.45%	0.93%

CAPITAL COSTS (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years) CAPS-

Capital Systems Costs

CAPF-Capital Facility Costs

OPERATING COSTS

SYS-CECC System Costs (see New World Contract Cost Allocation)					
CAD maintenance	$ 55,733.00	$ 33,997.00	$ 13,933.00	$ 7,803.00	$ 778.00
RMS maintenance	$ 61,496.00	$ 34,438.00	$ 11,069.00	$ 4,920.00	$ 11,069.00
Moblie CAD	$ 87,578.00	$ 55,858.00	$ 12,977.00	$ 5,767.00	$ 12,977.00
Other software, 3rd party hardware, software and services	$ 57,475.00	$ 33,119.00	$ 11,652.00	$ 5,718.00	$ 7,117.00
Misc support and services	$ 15,000.00	$ 9,096.00	$ 3,717.00	$ 2,082.00	$ 105.00
total	**$ 277,282.00**	**$ 166,508.00**	**$ 53,348.00**	**$ 26,290.00**	**$ 32,046.00**
FSPACE-Facility Space Costs					
Shared Facility Space	$ 48,080.00	$ 29,155.71	$ 11,914.22	$ 6,673.50	$ 336.56
General Facility Space (common, break rm, bath, etc)	$ 18,597.24	$ 11,277.37	$ 4,608.40	$ 2,581.30	$ 130.18
Entity Exclusive Facility Space	$ 17,870.00	$ 10,130.00	$ 5,430.00	$ -	$ 2,310.00
total	**$ 84,547.24**	**$ 50,563.08**	**$ 21,952.62**	**$ 9,254.80**	**$ 2,776.74**
COMM-Commodities Costs					
Postage	$ 500.00	$ 303.20	$ 123.90	$ 69.40	$ 3.50
Office supplies	$ 5,000.00	$ 3,032.00	$ 1,239.00	$ 694.00	$ 35.00
total	**$ 5,500.00**	**$ 3,335.20**	**$ 1,362.90**	**$ 763.40**	**$ 38.50**

CONT-Contractual Costs						
Fiber		$ 5,000.00	$ 3,032.00	$ 1,239.00	$ 694.00	$ 35.00
Insurance		$ 5,000.00	$ 3,032.00	$ 1,239.00	$ 694.00	$ 35.00
Electric		$ 10,000.00	$ 6,064.00	$ 2,478.00	$ 1,388.00	$ 70.00
Water/sewer		$ 5,000.00	$ 3,032.00	$ 1,239.00	$ 694.00	$ 35.00
Cable		$ 2,400.00	$ 1,455.36	$ 594.72	$ 333.12	$ 16.80
Phone/Communications		$ 5,000.00	$ 3,032.00	$ 1,239.00	$ 694.00	$ 35.00
Copy machine		$ 6,000.00	$ 3,638.40	$ 1,486.80	$ 832.80	$ 42.00
	total	**$ 38,400.00**	**$ 23,285.76**	**$ 9,515.52**	**$ 5,329.92**	**$ 268.80**
HCMA-Hays County Mgt and Admin Costs						
Building Maintenance		$ 5,000.00	$ 3,032.00	$ 1,239.00	$ 694.00	$ 35.00
Janitorial		$ 5,000.00	$ 3,032.00	$ 1,239.00	$ 694.00	$ 35.00
	total	**$ 10,000.00**	**$ 6,064.00**	**$ 2,478.00**	**$ 1,388.00**	**$ 70.00**
PSPS-Program Shared Personnel and Support Costs						
Personnel-Management						
CECC Director		$ 95,432.00	$ 57,869.96	$ 23,648.05	$ 13,245.96	$ 668.02
	total	**$ 95,432.00**	**$ 57,869.96**	**$ 23,648.05**	**$ 13,245.96**	**$ 668.02**
Personnel-Support						
IT Support Tech		$ 73,925.60	$ 44,828.48	$ 18,318.76	$ 10,260.87	$ 517.48
	total	**$ 73,925.60**	**$ 44,828.48**	**$ 18,318.76**	**$ 10,260.87**	**$ 517.48**
Support						
Travel		$ 5,000.00	$ 3,032.00	$ 1,239.00	$ 694.00	$ 35.00
Training		$ 5,000.00	$ 3,032.00	$ 1,239.00	$ 694.00	$ 35.00
	total	**$ 10,000.00**	**$ 6,064.00**	**$ 2,478.00**	**$ 1,388.00**	**$ 70.00**
BTHPS-Buda/Hays Personnel and Support Costs						
Personnel-Operations						
Emergency Communications Director		$ 126,771.60	$ 103,154.05	$ -	$ 23,617.55	$ -
Emergency Communications Operations Manager		$ 96,659.06	$ 78,651.48	$ -	$ 18,007.58	$ -
Lead Emergency Comm. Officer		$ 88,879.72	$ 72,321.43	$ -	$ 16,558.29	$ -
Lead Emergency Comm. Officer		$ 87,696.86	$ 71,358.94	$ -	$ 16,337.93	$ -
Emergency Communications Officer		$ 62,784.09	$ 51,087.41	$ -	$ 11,696.68	$ -
Emergency Communications Officer		$ 69,324.43	$ 56,409.28	$ -	$ 12,915.14	$ -
Emergency Communications Officer		$ 63,904.81	$ 51,999.35	$ -	$ 11,905.47	$ -
Emergency Communications Officer		$ 62,497.34	$ 50,854.08	$ -	$ 11,643.25	$ -
Emergency Communications Officer		$ 62,813.96	$ 51,111.72	$ -	$ 11,702.24	$ -
Emergency Communications Officer		$ 76,680.81	$ 62,395.17	$ -	$ 14,285.63	$ -
Emergency Communications Officer		$ 62,825.91	$ 51,121.44	$ -	$ 11,704.47	$ -

Emergency Communications Officer		$	62,497.34	$	50,854.08	$	-	$	11,643.25	$	-
Emergency Communications Officer		$	62,497.34	$	50,854.08	$	-	$	11,643.25	$	-
Emergency Communications Officer		$	62,497.34	$	50,854.08	$	-	$	11,643.25	$	-
Emergency Communications Officer		$	78,486.15	$	63,864.18	$	-	$	14,621.97	$	-
Emergency Communications Officer		$	63,632.40	$	51,777.68	$	-	$	11,854.72	$	-
Emergency Communications Officer		$	70,036.53	$	56,988.72	$	-	$	13,047.80	$	-
Overtime		$	179,220.00	$	144,474.73	$	-	$	33,072.41	$	-
	total	**$**	**1,439,705.68**	**$**	**1,170,131.93**	**$**	**-**	**$**	**267,900.89**	**$**	**-**
Support											
Travel		$	3,500.00	$	2,847.95	$	-	$	652.05	$	-
Training		$	5,000.00	$	4,068.50	$	-	$	931.50	$	-
	total	**$**	**8,500.00**	**$**	**6,916.45**	**$**	**-**	**$**	**1,583.55**	**$**	**-**
BHPS-Buda/TX ST/Hays Personnel and Support Costs											
Personnel-Operations											
Emergency Communications Operations Manager		$	103,461.06	$	83,403.13	$	-	$	19,092.21	$	965.72
Lead Emergency Comm. Officer		$	79,389.42	$	63,998.24	$	-	$	14,650.15	$	741.03
Lead Emergency Comm. Officer		$	67,525.06	$	54,434.02	$	-	$	12,460.75	$	630.29
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
911 Call Taker		$	62,497.34	$	50,381.02	$	-	$	11,532.96	$	583.36
Overtime		$	179,220.00	$	144,474.73	$	-	$	33,072.41	$	1,672.86
	total	**$**	**1,242,060.93**	**$**	**1,001,263.37**	**$**	**-**	**$**	**229,204.03**	**$**	**11,593.53**
Support											
Travel		$	2,000.00	$	1,612.26	$	-	$	369.07	$	18.67
Training		$	3,500.00	$	2,821.46	$	-	$	645.87	$	32.67
	total	**$**	**5,500.00**	**$**	**4,433.72**	**$**	**-**	**$**	**1,014.94**	**$**	**51.34**
	total	**$**	**3,290,853.44**	**$**	**2,541,263.95**	**$**	**133,101.85**	**$**	**567,624.37**	**$**	**48,100.41**

<u>Exhibit C</u>

Facility Space Allocation

Exhibit C-FACILITY SPACE ALLOCATION

Facility Space	Net Square Footage (NSF)	Description
Entity Exclusive Facility Space-Hays County	1013	Portion of the CECC Space within the Facility that is used exclusively by Hays County
Entity Exclusive Facility Space-Kyle	543	Portion of the CECC Space within the Facility that is used exclusively by Kyle
Entity Exclusive Facility Space-TX ST	231	Portion of the CECC Space within the Facility that is used exclusively by TX ST
Shared Facility Space	4808	Total CECC Space within the Facility shared by all Parties
Total CECC Space	**6595**	Total CECC Space within the Facility
Entire Facility	**69428**	Total Facility Space
% CECC to total	**9.499%**	Percentage of CECC space to Total Facility Space
General Facility Space	**19578**	Total General Facility Space accessible by the Parties or common to the entire Facility
CECC Share of General Facility Space	**1860**	The CECC's share of the General Facility Space accessible by the Parties or common to the entire Facility, (General Facility Space multiplied by %CECC to total)

Level	Department	Room Number	Room Name	NSF Area
LEVEL 1	ECC-HC	1314	HAYS COUNTY COMMUNICATIONS DIRECTOR	250
LEVEL 1	ECC-HC	1311	SUPER VISOR SHARED OFFICE	187
LEVEL 1	ECC-HC	1306	HAYS COUNTY DISPATCH STATION - 9	576
			Total Hays County	**1013**
LEVEL 1	ECC-KYLE	1312	KPD MANAGER	177
LEVEL 1	ECC-HC	1309	OFFICE	110
LEVEL 1	ECC-KYLE	1306	KYLE DISPATCH STATION - 4	256
			Total City of Kyle	**543**
LEVEL 1	ECC-TXST	1303	TXST MANAGER	103
LEVEL 1	ECC-TXST	1306	TXST DISPATCH STATION - 2	128
			Total Texas State University	**231**
LEVEL 1	ECC-SHARED	1307	STORAGE SUPPLIES	203
LEVEL 1	ECC-SHARED	1310	WORKROOM	116
LEVEL 1	ECC-SHARED	1316	BREAK	153
LEVEL 1	ECC-SHARED	1222	ECC JANITOR	57
LEVEL 1	ECC-SHARED	1313	CECC DIRECTOR	134
LEVEL 1	ECC-SHARED	1317	QUIET ROOM	84
LEVEL 1	ECC-SHARED	1306	SHARED STATIONS / OVERFLOW - 9	576
LEVEL 1	ECC-SHARED	1306	COMMUNICATIONS CENTER - CIRCULATION/GROWTH SPACE	2620
LEVEL 1	ECC-SHARED	1302	STAFF RR	62
LEVEL 1	ECC-SHARED	1308	HALL	526
LEVEL 1	ECC-SHARED	1315	HALL	138
LEVEL 1	ECC-SHARED	1301	HALL	139
			Total Shared by All Parties	**4808**
LEVEL 1	BUILDING SUPPORT	1115	JANITOR	107
LEVEL 1	BUILDING SUPPORT	1126	WOMEN'S PUBLIC RESTROOM	176
LEVEL 1	BUILDING SUPPORT	1127	MEN'S PUBLIC RESTROOM	178
LEVEL 1	BUILDING SUPPORT	1401	CENTRAL STAFF BREAKROOM	879
LEVEL 1	BUILDING SUPPORT	1402	MAIN ELECTRICAL ROOM	852
LEVEL 1	BUILDING SUPPORT	1403	BUILDING MAINTENANCE WORK ROOM	374
LEVEL 1	BUILDING SUPPORT	1406	WATER SERVICE ENTRY ROOM	93
LEVEL 1	BUILDING SUPPORT	1407	FIRE WATER SERVICE ROOM	90
LEVEL 1	BUILDING SUPPORT	1408	DEMARC	84
LEVEL 1	BUILDING SUPPORT	1605	DATA CENTER	1046
LEVEL 1	BUILDING SUPPORT	1622	ELECTRICAL ROOM	149
LEVEL 1	BUILDING SUPPORT	1623	STORAGE	97
LEVEL 1	BUILDING SUPPORT	1626	WOMENS TOILET/SHOWER ROOMS	300
LEVEL 1	BUILDING SUPPORT	1627	MENS TOILET/SHOWER ROOMS	298
LEVEL 1	BUILDING SUPPORT	1631	JANITOR	51
LEVEL 1	BUILDING SUPPORT	1706	DEMARC	97
LEVEL 1	PUBLIC CIRCULATION	1101	EXIT VESTIBULE	106
LEVEL 1	PUBLIC CIRCULATION	1102	ENTRY VESTIBULE	158
LEVEL 1	PUBLIC CIRCULATION	1103	FUTURE SCREENING QUEUING	222
LEVEL 1	PUBLIC CIRCULATION	1104	FUTURE SCREENING AREA	442
LEVEL 1	PUBLIC CIRCULATION	1105	PUBLIC LOBBY / WAITING	2562
LEVEL 1	PUBLIC CIRCULATION	1111	HALL	200
LEVEL 1	PUBLIC CIRCULATION	1122	VENDING AREA	85
LEVEL 1	PUBLIC CIRCULATION	1123	HALL	348
LEVEL 1	SHARED	1106	RECORDS STAFF	320
LEVEL 1	SHARED	1107	RECORDS STORAGE	126
LEVEL 1	SHARED	1112	LARGE INTERVIEW ROOM	161
LEVEL 1	SHARED	1113	LARGE INTERVIEW ROOM	162
LEVEL 1	SHARED	1124	PUBLIC MEETING ROOM	712
LEVEL 1	SHARED	1125	PUBLIC MEETING ROOM STORAGE	98
LEVEL 1	SHARED	1220	WOMENS STAFF RESTROOMS	173
LEVEL 1	SHARED	1221	MENS STAFF RESTROOMS	174
LEVEL 1	SHARED	1304	MULTI-PURPOSE ROOM	1504
LEVEL 1	SHARED	1305	MULTI-PURPOSE STORAGE	273

LEVEL 1	SHARED	1511	WORKROOM	187
LEVEL 1	SHARED	1624	JUVENILE PROCESSING ROOM	163
LEVEL 1	SHARED	1633	MOTHERS ROOM	89
LEVEL 1	SHARED	1634	EMERGENCY RESPONSE STORAGE	356
LEVEL 1	STAFF (SECURE) CIRCULATION	1201	HALL	760
LEVEL 1	STAFF (SECURE) CIRCULATION	1405	HALL	240
LEVEL 1	STAFF (SECURE) CIRCULATION	1501	HALL	2115
LEVEL 1	STAFF (SECURE) CIRCULATION	1620	HALL	340
LEVEL 1	STAFF (SECURE) CIRCULATION	1632	HALL	724
LEVEL 1	STAFF (SECURE) CIRCULATION	1724	HALL	244
LEVEL 1	STAFF (SECURE) VERTICAL CIRC.	1121	ELEV-02	58
LEVEL 1	STAFF (SECURE) VERTICAL CIRC.	1612	ELEV-01	58
LEVEL 1	STAFF (SECURE) VERTICAL CIRC.	1613	STAIR-01	348
LEVEL 1	STAFF (SECURE) VERTICAL CIRC.	1707	STAIR-02	177
LEVEL 1	TECHNOLOGY	1601	HALL	258
LEVEL 1	TECHNOLOGY	1602	HCSO IT OFFICE	111
LEVEL 1	TECHNOLOGY	1603	MOBILE DATA / SUPPORT TECH	115
LEVEL 1	TECHNOLOGY	1604	HC IT MANAGER OFFICE	114
LEVEL 1	TECHNOLOGY	1607	IT SECURE STORAGE	199
LEVEL 1	TECHNOLOGY	1608	IT LAB WORKSHOP	225
			Total General Facility	**19578**

FACILITY SPACE COSTS

Facility Space	NSF	EC factor	NSF	$/sq-ft/yr	Total	Kyle factor	Buda factor	HC factor	TXST factor	Kyle Cost	Buda Cost	HC Cost	TXST Cost
CECC Shared Space	4808	100%	4808	$ 10.00	$48,080.00	24.78%	13.88%	60.64%	0.70%	$ 11,914.22	$ 6,673.50	$ 29,155.71	$ 336.56
General Facility Space (break rm, bath, etc)	19578	9.499%	1860	$ 10.00	$18,597.24	24.78%	13.88%	60.64%	0.70%	$ 4,608.40	$ 2,581.30	$ 11,277.37	$ 130.18
Entity Exclusive Space													$ -
HC	1013	100%	1013	$ 10.00	$10,130.00	0%	0%	100%	0%	$ -	$ -	$ 10,130.00	$ -
Buda	0	100%	0	$ 10.00	$ -	0%	100%	0%	0%	$ -	$ -	$ -	$ -
Kyle	543	100%	543	$ 10.00	$ 5,430.00	100%	0%	0%	0%	$ 5,430.00	$ -	$ -	$ -
TxST	231	100%	231	$ 10.00	$ 2,310.00	0%	0%	0%	100%	$ -	$ -	$ -	$ 2,310.00
					$ 17,870.00					**$ 21,952.62**	**$ 9,254.80**	**$ 50,563.08**	**$ 2,776.74**

<u>Exhibit D</u>

Initial CAD/RMS Costs

Exhibit D-INITIAL CAD/RMS COSTS

Hays County New World Contract	Units	License	Discount	License Total	Year One Maintenance	Per Unit Cost	HAYS	KYLE	BUDA	TXST
CAD, RMS, Mobile CAD, etc				**$1,133,282**	**$262,282**		**$157,411**	**$49,631**	**$24,207**	**$31,941**
Misc Suppport and Services (allowance)					**$15,000**		**$9,096**	**$3,717**	**$2,082**	**$105**
TOTALS					**$277,282**		**$166,507**	**$53,348**	**$26,289**	**$32,046**
Allocation Methods										
Method 1-% CFS / 911 or Combination							61%	25%	14%	0.7%
CAD Totals							$45,850	$18,749	$10,482	$1,060
Method 2-% Total Number of Sworn Report to DPS UCR						**155**	56%	**51** 18%	**22** 8%	**50** 18%
RMS/Mobile Totals/etc							$111,562	$30,882	$13,725	$30,882
CAD										
New World Enterprise Combined LE/FIRE/EMS/CAD		$91,130	$10,936	$80,194	$24,874		$15,173	$6,219	$3,482	$174
BOLO's		$9,000	$1,080	$7,920	$1,663		$1,014	$416	$233	$12
Cad Auto Routing		$9,000	$1,080	$7,920	$1,663		$1,014	$416	$233	$12
CAD AVL		$9,000	$1,080	$7,920	$1,663		$1,014	$416	$233	$12
Srevice Vehicle Rotation (Wrecker)		$9,000	$1,080	$7,920	$1,663		$1,014	$416	$233	$399
Unit Management		$12,000	$1,440	$10,560	$2,218		$1,353	$555	$311	$16
Web Cad Monitor		$20,000	$2,400	$17,600	$3,696		$2,255	$924	$517	$26
CAD Pagin Interface		$9,000	$1,080	$7,920	$1,663		$1,014	$416	$233	$12
E-911 Interface		$9,000	$1,080	$7,920	$1,663		$1,014	$416	$233	$12
NG911 Interface (text to 911)		$15,000	$1,080	$13,200	$2,772		$1,691	$693	$388	$19
Encoder Interface		$9,000	$1,080	$7,920	$1,663		$1,014	$416	$233	$12
Fire Records Interface		$18,000	$2,160	$15,840	$3,326		$2,029	$832	$466	$23
ePCR Interface		$18,000	$2,160	$15,840	$3,326		$2,029	$832	$466	$23
Pre-Arrival Questionnaire Interface		$9,000	$1,080	$7,920	$1,663		$1,014	$416	$233	$12
twitter Interface		$3,000	$360	$2,640	$554		$338	$139	$78	$4
On-Line CAD Interface to State/NCIC		$9,000	$1,080	$7,920	$1,663		$1,014	$416	$233	$12
CAD CFS (xml) Export Interface		$18,000	$18,000	$0	$0		$0	$0	$0	$0
TOTAL-Allocation Method 1		**$276,130**	**$48,256**	**$227,154**	**$55,733**		**$33,997**	**$13,933**	**$7,803**	**$778**
RMS										
New World Multi-Jurisdictional Law Enforcement Records		$52,800	$6,336	$46,464	$20,467		$11,462	$3,684	$1,637	$3,684
Federal UCR/IBR		$16,000	$1,920	$14,080	$2,957		$1,656	$532	$237	$532
Alarm Tracking & Billing		$12,000	$1,440	$10,560	$2,218		$1,242	$399	$177	$399
Animal Tracking		$12,000	$1,440	$10,560	$2,218		$1,242	$399	$177	$399
Career Criminal registry (Parolee, sexoffender)		$8,000	$960	$7,040	$1,478		$828	$266	$118	$266
Case Management		$8,000	$960	$7,040	$1,478		$828	$266	$118	$266
Datat Analysis / Crime Mapping / Management reporting		$18,000	$2,160	$15,840	$3,326		$1,863	$599	$266	$599
Demographic Profiling Reporting		$12,000	$1,440	$10,560	$2,216		$1,241	$399	$177	$399
Equipment Tracking		$12,000	$1,440	$10,560	$2,216		$1,241	$399	$177	$399
Field Investigations		$8,000	$960	$7,040	$1,478		$828	$266	$118	$266
Gang Tracking		$12,000	$1,440	$10,560	$2,218		$1,242	$399	$177	$399
Narcotics Management / Intelligence		$12,000	$1,440	$10,560	$2,218		$1,242	$399	$177	$399
Orders of Protection		$12,000	$1,440	$10,560	$2,218		$1,242	$399.24	$177	$399
Web Case Report Download (requires database replication)		$10,000	$1,200	$8,800	$1,846		$1,034	$332	$148	$332
Citizen Reporting Interface		$18,000	$2,160	$15,840	$3,326		$1,863	$599	$148	$599
Public Safety Lineups / Mug Shots (LERMS)		$22,000	$2,640	$19,360	$4,066		$2,277	$732	$325	$732
Tyler Content Manger (TCM)		$15,000	$0	$15,000	$3,150		$1,764	$567	$252	$567
New World State / NCIC Interface		$13,000	$1,560	$11,440	$2,402		$1,345	$432	$192	$432

Hays County New World Contract	Units	License	Discount	License Total	Year One Maintenance	Per Unit Cost	HAYS	KYLE	BUDA	TXST
Ticket Writer Interface (Support Brazos)		$0	$0	$0	$0		$0	$0	$0	$0
TOTAL-Allocation Method 2		**$272,800**	**$30,936**	**$241,864**	**$61,496**		**$34,438**	**$11,069**	**$4,920**	**$11,069**
Mobile										
New World Field Based Reporting Server		$45,000	$5,400	$39,600	$8,316		$4,657	$1,497	$665	$1,497
LE Field reporting (Federal Standard)	244	$97,600	$11,740	$85,660	$17,989	$74	$10,074	$3,238	$1,439	$3,238
Field Investigation Field Reporting (1 Form)	244	$22,500	$2,700	$19,800	$4,497	$18	$2,518	$809	$360	$809
Demographic Profiling Questionnaire	214	$16,050	$1,964	$14,086	$2,928	$14	$1,640	$527	$234	$527
New World Mobile Messaging Server		$65,000	$7,800	$57,200	$12,012		$6,727	$2,162	$961	$2,162
New World Mobile/Mobility Site License LE		$27,500	$4,150	$23,350	$23,350		$13,076	$4,203	$1,868	$4,203
New World Mobile/Mobility Site License Fire/EMS		$0	$0	$0	$15,486		$15,486	$0	$0	$0
Fire Dispatch/Messaging		$24,000	$2,880	$21,120	$0		$0	$0	$0	$0
Drivers License Mag Stripe Reader / Barcode Reader Interface		$22,500	$2,700	$19,800	$0		$0	$0	$0	$0
Mugshot Image Download		$22,500	$2,700	$19,800	$0		$0	$0	$0	$0
State Photo Download		$22,500	$2,700	$19,800	$0		$0	$0	$0	$0
In-Car Routing		$28,500	$3,420	$25,080	$0		$0	$0	$0	$0
Crew Force - Fire Dispatch Wi/ Advanced Mapping		$95,000	$11,400	$83,600	$0		$0	$0	$0	$0
New World Mobility Server		$20,000	$2,400	$17,600	$0		$0	$0	$0	$0
LE Dispatch / Messaging / State / NCIC		$90,000	$10,800	$79,200	$0		$0	$0	$0	$0
In-Car Mapping / AVL		$42,750	$5,130	$37,620	$0		$0	$0	$0	$0
Shield force - LE Dispatch w/ Advanced Mapping		$71,250	$8,550	$62,700	$0		$0	$0	$0	$0
Mobility Hosting Fee		$0	$0	$0	$3,000		$1,680	$540	$240	$540
TOTAL-Allocation Mehtod 2		**$712,650**	**$86,434**	**$626,016**	**$87,578**		**$55,858**	**$12,977**	**$5,767**	**$12,977**
Other Software										
Workstation License		$0	$0	$0	$0		$0	$0	$0	$0
Law Enforcement Records Mangement Data Mart / 2 Users		$4,000	$480	$3,520	$739		$414	$133	$59	$133
CAD Data Mart / 3-4 Users		$6,000	$720	$5,280	$1,109		$676	$277	$155	$8
CAD Dashboards		$14,000	$1,680	$12,320	$2,587		$1,578	$647	$362	$18
LE Records mangement Dashboards		$14,000	$1,680	$12,320	$2,587		$1,449	$466	$207	$466
TOTAL-Allocation Method 1		**$20,000**	**$2,400**	**$17,600**	**$3,696**		**$2,255**	**$924**	**$517**	**$26**
TOTAL-Allocation Method 2		**$18,000**	**$2,160**	**$15,840**	**$3,326**		**$1,863**	**$599**	**$266**	**$599**
Third Party Hardware, Software and Services										
Elasticsearch Platium Edition (Annual Subscriptions - 1 Node)	1	$0	$0	$1,500	$1,500		$840	$270	$120	$270
Embedded Third party Software	1	$15,000	$15,000	$3,150	$3,150		$1,764	$567	$252	$567
Esri ArcGIS Engine Runtime for CAD Workstations	8	$500	$4,000	$105	$840		$470	$151	$67	$151
Esri Mobile In-Car Mapping and Rounting Units	285	$250	$71,250	$53	$14,963	$53	$9,127	$3,741	$2,095	$105
TOTAL-Allocation Method 1		**$750**	**$75,250**	**$158**	**$15,803**		**$9,598**	**$3,892**	**$2,162**	**$256**
TOTAL-Allocation Method 2		**$15,000**	**$15,000**	**$4,650**	**$4,650**		**$2,604**	**$837**	**$372**	**$837**
Microsoft										
EA Licensing					$30,000		$16,800	$5,400	$2,400	$5,400
TOTAL-Allocation Method 2					**$30,000**		**$16,800**	**$5,400**	**$2,400**	**$5,400**

	Total	HC	Kyle	Buda	TXST
CAD maint	$55,733	$33,997	$13,933	$7,803	$778
RMS Maint	$61,496	$34,438	$11,069	$4,920	$11,069
Mobile CAD	$87,578	$55,858	$12,977	$5,767	$12,977
Other Software, Third Party Hardware, Software and Services, MS-EA	$57,475	$33,119	$11,652	$5,718	$7,117
Misc Support and Services *(Allocation Method 1)*	$15,000	$9,096	$3,717	$2,082	$105

<u>Exhibit E</u>

Suggested Objectives and Performance Measures

Develop an organizational structure and funding strategy for the operation and maintenance of a Combined Emergency Communication Center (CECC) within the Hays County Public Safety Facility that will provide:

- Operational efficiencies in a reliable work environment through innovation and the use of shared technology and resources
- Systems and protocols for a timely and effective public safety response to citizens for the protection of life and property
- Valuable and accurate information to responders in order to facilitate the most appropriate response and maintain responder safety
- Unified critical event and emergency management operations with the ability to quickly and appropriately allocate resources and facilitate communications across all agencies

Further Objectives and detailed performance measures will be developed by the managing boards of the CECC once constituted.

<u>Exhibit F</u>

Initial List of Designated Members of the Advisory Board

To be determined.

Exhibit G

Cost Allocation

Exhibit G-COST ALLOCATION

911 Call Method

A hybrid of the percentage of '911 calls' and a percentage of the number of sworn officers for each agency has been used to determine the cost allocations for CAD/RMS costs. All other shared costs are allocted by using a percentage of '911 calls' for the applicable agencies.

Data for 2016 has been provided by the HCSO, Kyle PD, and TXST PD for each agency's total '911 Calls'. The HCSO received 53067 '911 Calls' and KPD received 17648 '911 Calls'. Since the HCSO provides services for other agencies including Buda PD and '911 Calls' are not categorized specifically for each entity, 'Calls for Service' has been used to estimate the number of HCSO '911 Calls' that can be assigned to Buda PD.

Buda PD's 12428 'Calls for Service' is 18.627% of the 66720 'Calls for Service' processed at the HCSO. This percentage is then used to estimate Buda PD's '911 Calls' equaling 9885 (18.627% of 53067). '911 Calls' for the HCSO less Buda PD is estimated at 43182 (53067 minus 9885).

911 Call History	**911 calls**
TXST PD	500
KPD 911 calls	17648
Total HCSO 911 calls (includes all agencies served)	53067
Total 911 calls	**71215**

Buda Calls for Service as part of HCSO total	**Calls for Service**	**Percentage**
BPD Calls for Service	12428	**18.63%**
HCSO Calls for Service	54292	**81.37%**
Total HCSO Calls for Service (includes all agencies served)	**66720**	

911 Call Estimate All Parties	**Est. 911 calls**	**Percentage**
TXST PD (est 911 calls)	500	**0.70%**
KPD 911 Calls	17648	**24.78%**
Est. HCSO 911 Calls (HCSO 911 less Est. Buda)	43182	**60.64%**
Est. BPD (18% of HCSO)	9885	**13.88%**
Total 911 Calls All Parties	**71215**	

911 Call Estimate-Buda/TXST/Hays Personnel and Support Costs (BTHPS)	**Est. 911 calls**	**Percentage**
TXST PD (est 911 calls)	500	**0.93%**
Est. HCSO 911 Calls (HCSO 911 less Est. Buda)	43182	**80.61%**
Est. BPD (18% of HCSO)	9885	**18.45%**
Total 911 Calls Buda/TX ST/Hays	**53567**	

Sworn Officer Method

The number of sworn officers is the number reported by the agency to DPS for the Uniform Crime Reporting (UCR) Program

Number of Sworn Officers	**Sworn Officers**	**Percentage**
TXST PD	50	**17.99%**
KPD	51	**18.35%**
HCSO	155	**55.76%**
BPD	22	**7.91%**
Total Sworn Officers	**278**	

Exhibit H

Required Program FTE Staffing

Exhibit H-FTE STAFFING

Slot#	Title	Grade	Base Salary	Uniform Allowance	Longevity	Total Salary	FICA/ Medicare	Retirement	Medical/ Dental/Life Ins	Total Cost
PSPS										
Personnel-Management										
0500-001	CECC Director	116	$ 70,000.00			$ 70,000.00	$ 5,355.00	$ 8,281.00	$ 11,796.00	$ 95,432.00
Personnel-IT										
0000-001	IT Support Tech	114	$ 52,000.00			$ 52,000.00	$ 3,978.00	$ 6,151.60	$ 11,796.00	$ 73,925.60
BHPS										
Personnel-Operations										
LT	Emergency Communciations Director	LT-MAX	$ 95,870.00	$ 360.00		$ 96,230.00	$ 7,361.60	$ 11,384.01	$ 11,796.00	$ 126,771.60
0510-001	Emergency Communications Operations Mgr	115	$ 69,847.00	$ 360.00	$ 820.00	$ 71,027.00	$ 5,433.57	$ 8,402.49	$ 11,796.00	$ 96,659.06
0513-001	Lead Emergency Comm. Officer	113	$ 62,711.00	$ 360.00	$ 1,445.00	$ 64,516.00	$ 4,935.47	$ 7,632.24	$ 11,796.00	$ 88,879.72
0513-002	Lead Emergency Comm. Officer	113	$ 62,711.00	$ 360.00	$ 455.00	$ 63,526.00	$ 4,859.74	$ 7,515.13	$ 11,796.00	$ 87,696.86
0515-001	Emergency Communications Officer	112	$ 42,075.00	$ 360.00	$ 240.00	$ 42,675.00	$ 3,264.64	$ 5,048.45	$ 11,796.00	$ 62,784.09
0515-002	Emergency Communications Officer	112	$ 46,989.00	$ 360.00	$ 800.00	$ 48,149.00	$ 3,683.40	$ 5,696.03	$ 11,796.00	$ 69,324.43
0515-003	Emergency Communications Officer	112	$ 43,253.00	$ 360.00		$ 43,613.00	$ 3,336.39	$ 5,159.42	$ 11,796.00	$ 63,904.81
0515-004	Emergency Communications Officer	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0515-005	Emergency Communications Officer	112	$ 42,075.00	$ 360.00	$ 265.00	$ 42,700.00	$ 3,266.55	$ 5,051.41	$ 11,796.00	$ 62,813.96
0515-006	Emergency Communications Officer	112	$ 53,946.00	$ 360.00		$ 54,306.00	$ 4,154.41	$ 6,424.40	$ 11,796.00	$ 76,680.81
0515-007	Emergency Communications Officer	112	$ 42,075.00	$ 360.00	$ 275.00	$ 42,710.00	$ 3,267.32	$ 5,052.59	$ 11,796.00	$ 62,825.91
0515-008	Emergency Communications Officer	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0515-009	Emergency Communications Officer	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0515-010	Emergency Communications Officer	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0515-011	Emergency Communications Officer	112	$ 55,457.00	$ 360.00		$ 55,817.00	$ 4,270.00	$ 6,603.15	$ 11,796.00	$ 78,486.15
0515-012	Emergency Communications Officer	112	$ 42,075.00	$ 360.00	$ 950.00	$ 43,385.00	$ 3,318.95	$ 5,132.45	$ 11,796.00	$ 63,632.40
0515-018	Emergency Communications Officer	112	$ 48,305.00	$ 360.00	$ 80.00	$ 48,745.00	$ 3,728.99	$ 5,766.53	$ 11,796.00	$ 70,036.53
	Overtime		$ 150,000.00			$ 150,000.00	$ 11,475.00	$ 17,745.00		$ 179,220.00
BTHPS										
Personnel-Operations										
0510-002	Emergency Communications Operations Mgr	115	$ 75,880.00	$ 360.00	$ 480.00	$ 76,720.00	$ 5,869.08	$ 9,075.98	$ 11,796.00	$ 103,461.06
0513-003	Lead Emergency Comm. Officer	113	$ 56,153.00	$ 360.00	$ 60.00	$ 56,573.00	$ 4,327.83	$ 6,692.59	$ 11,796.00	$ 79,389.42
0513-004	Lead Emergency Comm. Officer	113	$ 46,283.00	$ 360.00		$ 46,643.00	$ 3,568.19	$ 5,517.87	$ 11,796.00	$ 67,525.06
0516-013	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-014	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-015	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-016	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-017	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-019	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-020	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-021	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-022	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-023	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-024	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-025	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
0516-026	911 Call Taker	112	$ 42,075.00	$ 360.00		$ 42,435.00	$ 3,246.28	$ 5,020.06	$ 11,796.00	$ 62,497.34
	Overtime		$ 150,000.00			$ 150,000.00	$ 11,475.00	$ 17,745.00		$ 179,220.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute a $70,820 Master Services Agreement with Nemo-Q, Inc. pursuant to RFP 2020-P12 for a Customer Management Queuing System and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 8, 2020	$70,820

LINE ITEM NUMBER

009-763-99-131]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

On September 8, 2020 Commissioners Court awarded RFP 2020-P12 Customer Management Queuing System to Nemo-Q and authorized General Counsel to negotiate a contract. This will be a turn-key automated customer management queuing system that will allow customers to check in for services in our various County offices. Features included will allow our citizens to schedule appointments online, check-in to various offices remotely from multiple mobile product types and give estimated wait times. This system will assist Hays County in implementing Covid-19 protocols with crowd control and enhanced customer service for visitors in County Buildings.

Budget Amendment:
Decrease Vehicles_Capital – ($70,820)
Increase Computer Equipment_Capital - $13,110
Increase Software_Capital - $57,710

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 proposed FM110 in Pct 1. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	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	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	December 8, 2020	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	BECERRA	N/A

SUMMARY

Information to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the appointment and duties of the Hays County Justice of the Peace in Precinct 5 Office. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	December 8, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

Summary to be provided in Executive Session.