

**Commissioners Court August 10, 2021
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 **10th day of August 2021**, 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	5	Hold a Moment of Silence in Memory of Judge Bert Cobb, M.D. and give words of remembrance. SHELL
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CONSENT ITEMS

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

2	6	Approve payments of County invoices. VILLARREAL-ALONZO
3	7	Approve payments of Juror checks. VILLARREAL-ALONZO
4	8	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
5	9	Approve Commissioners Court Minutes of July 27, 2021 and August 3, 2021. BECERRA/CARDENAS
6	10	Approve the payment of the August 15, 2021 payroll disbursements in an amount not to exceed \$3,100,000.00 effective August 13, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
7	11	Authorize On-Site Sewage Facility Permit for four buildings serving a winery located at 3700 Bell Springs Rd, Dripping Springs, TX 78620. SMITH/PACHECO
8	12	Authorize On-Site Sewage Facility Permit for one single family residence and two tiny homes located at 2529 Hugo Rd, Wimberley, TX, 78676. SHELL/PACHECO
9	13-15	Authorize payment to Briggs Equipment in the amount of \$1,245.61 in which no purchase order was issued as required per the Hays County Purchasing Policy. SMITH/T.CRUMLEY
10	16-27	Accept the Fiscal Year 2020 Hays County Emergency Services District #7 Audit Report per Texas Health and Safety Code 775.082. SHELL/VILLARREAL-ALONZO
11	28	Authorize On-Site Sewage Facility Permit for Fitz RV Park EAST system located at 6990 W. Fitzhugh Road, Dripping Springs, TX 78620. SMITH/PACHECO
12	29	Authorize On-Site Sewage Facility Permit for Fitz RV Park WEST system located at 6990 W. Fitzhugh Road, Dripping Springs, TX 78620. SMITH/PACHECO
13	30	Authorize On-Site Sewage Facility Permit for 2 - two bedroom cabins located at 11391 Bonham Ranch Road, Dripping Springs, TX 78620. SMITH/PACHECO
14	31-35	Approve Utility Permits. SHELL/BORCHERDING
15	36-38	Authorize the execution of a \$1,498.00 Proposal with Axon Enterprise, Inc. related to the purchase of a Cradlepoint and Antenna the Sheriff's Office Drone Team and amend the budget accordingly. INGALSBE/CUTLER
16	39-40	Authorize the Jail Division to add a cell phone allowance for the Jail Sergeant position, slot 0620-003 effective August 16, 2021. INGALSBE/CUTLER
17	41	Authorize the Sheriff's Office to utilize salary savings totaling \$36,100.00 for needed repairs to the LE Fleet patrol vehicles and amend the budget accordingly. INGALSBE/CUTLER

18	42	Amend the Sheriff's Drug Forfeiture Fund for the purchase of tactical headsets for the SWAT Team valued at \$12,951.00. INGALSBE/CUTLER
19	43	Authorize the Sheriff's Office to utilize equipment savings to purchase a replacement Collapsible Crate valued at \$860.00 for the K-9 Division. INGALSBE/CUTLER
20	44	Authorize the Juvenile Probation Department to purchase one WGen 9500 Portable Generator valued at \$1,000.00 for the Juvenile Skilled Trades Program and amend the budget accordingly. BECERRA/DAY
21	45	Authorize payment to Enterprise Fleet Management in the amount of \$705.56 for maintenance on the 2018 Dodge Caravan where no purchase order was issued as required per the Hays County Purchasing Policy. BECERRA/DAY
22	46	Accept a \$10,000.00 contribution on behalf of the Hays County Child Protective Board and amend the budget accordingly. INGALSBE
23	47-56	Approve a budget amendment to the Department of State Health Services (DSHS) IDC/SUR COVID Contract No. HHS000812700024 to add additional funding in the amount of \$129,721 and amend the budget accordingly. BECERRA/T.CRUMLEY
24	57-62	Authorize the Commission Pct. 1 Office to purchase one replacement Dell OptiPlex 7090 desktop computer and amend the budget accordingly. INGALSBE
25	63-68	Authorize the Justice of the Peace Pct. 5 Office to purchase two replacement Dell Latitude 5420 Laptops utilizing the Justice Court Technology Fund and amend the budget accordingly. JONES/DOYLE

ACTION ITEMS

ROADS

26	69-70	Hold a public hearing with possible action to establish a 4-way stop at the intersection of Old Bastrop Highway and Centerpoint Road. INGALSBE/BORCHERDING
27	71-72	Hold a public hearing with possible action to establish a 4-way stop at the intersection of Crosswinds Parkway, Windswept Way and the Amenity Center entrance in Crosswinds subdivision. INGALSBE/BORCHERDING
28	73-74	Hold a public hearing with possible action to establish a "No Thru Traffic" zone in the Meadow Woods subdivision with signage posted on Sunflower Drive (at FM 150) and Meadow Woods Drive (at FM 2770). JONES/BORCHERDING
29	75-76	Discussion and possible action to call for a public hearing on August 24, 2021 to remove the current stop sign on Tanzanite Circle at Calomel Trail and move it onto Calomel Trail at Tanzanite Circle in Stonefield subdivision. JONES/BORCHERDING
30	77	Discussion and possible action to call for a public hearing on August 24, 2021 to establish a 20 MPH speed limit on Eastern Road. SHELL/BORCHERDING
31	78	Discussion and possible action to approve the selection of BGE, Inc. to perform Construction Engineering and Inspection (CE&I) services for the US 290 West at Henly Loop Intersection Safety Improvements project in Precinct 4; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. SMITH/BORCHERDING
32	79-84	Discussion and possible action to authorize the Court to execute Contract Amendment No. 1 in the amount of \$500,000 to the Professional Service Agreement with BGE, Inc. for the Hillside Terrace Safety Improvements (IH35 to FM2001) project and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). JONES/BORCHERDING

SUBDIVISIONS

33	85-88	PLN-1706-PC; Hold a Public Hearing with possible action to approve the final plat of the Douglas Estates Subdivision, Lot D-38, Replat. SMITH/MACHACEK
34	89-93	PLN-1549-PC; Hold a Public Hearing on August 10th, 2021 to discuss approval of the final plat of the Pico Ranch 1, Tract 1R and Tract 3, Replat. SHELL/MACHACEK
35	94-95	PLN-1658-PC; Call for a Public Hearing on August 24th, 2021 to discuss final action regarding the Booky T Subdivision, Lot 1, Replat. SMITH/MACHACEK

MISCELLANEOUS

36	96-162	Discussion and possible action to authorize the execution of a contract with the Department of State Health Services (DSHS) in the amount of \$330,000.00 for activities in relation to the Public Health Workforce Grant Program and amend the budget accordingly. BECERRA/T.CRUMLEY
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37	163-168	Discussion and possible action to authorize the acceptance of U.S. Department of the Treasury Coronavirus State Fiscal Recovery Funds. BECERRA/T.CRUMLEY
38	169-229	Discussion and possible action to adopt an order by the Commissioners Court of Hays County, Texas authorizing the issuance of "Hays County, Texas Limited Tax Bonds"; levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale and delivery of the bonds; delegating authority to certain members of the Commissioners Court and County staff to execute certain documents relating to the sale of the bonds; authorizing the execution of a paying agent/registrar agreement; and providing an effective date. BECERRA
39	230-231	Discussion and possible action to authorize a Contract Amendment with Wildcat Electric Supply, Co related to IFB 2021-B07 Signal Poles pursuant to Texas Local Government Code, Ch. 262.0305. SHELL/BORCHERDING
40	232-235	Discussion and possible action to authorize the County Judge to execute a \$299,994.17 Proposal with Kofile Technologies related to the preservation of probate case files maintained within the County Clerk's Office. BECERRA/CARDENAS
41	236-240	Discussion and possible action to authorize the County Judge to execute Task Order #3 to the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020. SHELL/T.CRUMLEY
42	241-245	Discussion and possible action to authorize the execution of an Interlocal Agreement (ILA) with the City of San Marcos related to the Edward Byrne Memorial Justice Assistance Grant (JAG) program FY21 Local Solicitation. BECERRA/T.CRUMLEY
43	246-249	Discussion and possible action to approve Early Voting schedule & locations and Election Day locations for the Special Election called by the Governor to vote on Constitutional Amendments. INGALSBE/ANDERSON

WORKSHOP

44	250	11:00 a.m. - Budget Workshop regarding the FY 2022 Hays County Budget. Possible action may follow. BECERRA
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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.

45	251	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located at or near Clovis Barker Rd, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court. INGALSBE
46	252	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 Right of Way located at or near Winters Mill Parkway at RM 3237, Wimberley in Pct. 3. Possible discussion and/or action may follow in open court. SHELL
47	253	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 0.0126 acres in fee simple and 0.0478 acres of permanent utility easement from property located along Cotton Gin Road (CR 129) near Goforth Road, owned by Fabian Ramirez, Olga Jaimes, Dianna Jasmine Ramirez Jaimes, and Lorena Ramirez Jaimes, and which is required for the construction of the proposed Cotton Gin Road (CR129) roadway improvements, and take other appropriate action (Cotton Gin Road (CR129), Parcel 1). Possible action to follow in open court. JONES
48	254	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 0.222 acres in fee simple and 0.256 acres for a temporary construction easement from property located along FM 3237 at or near the intersection of Winters Mill Parkway, owned by 31872 RR 12, LLC, and which is required for the construction of the proposed RR 3237 and Winters Mill Parkway roadway intersection improvements and construction, and take other appropriate action (Winters Mill, Parcel 2). Possible action to follow in open court. SHELL
49	255	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Building Maintenance and County Wide Operations. Possible discussion and/or action may follow in open court. SHELL

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.

50	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
51	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
52	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
53	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 6th day of August, 2021

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Hold a Moment of Silence in Memory of Judge Bert Cobb, M.D. and give words of remembrance.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of July 27, 2021 and August 3, 2021.

ITEM TYPE

CONSENT

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Minutes sent to the Court under separate cover.

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 August 15, 2021 payroll disbursements in an amount not to exceed \$3,100,000.00 effective August 13, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	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 August mid-month payroll disbursements not to exceed \$3,100,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for four buildings serving a winery located at 3700 Bell Springs Rd, Dripping Springs, TX 78620.

ITEM TYPE

CONSENT

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marcus Pacheco, Director of Development Services

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Nate Pruitt is proposing an OSSF to serve a winery with four buildings. This system will be served by public water. The system designer, Steven Wenzel, R.S., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 485 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 one single family residence and two tiny homes located at 2529 Hugo Rd, Wimberley, TX, 78676.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco, Director of Development Services	SHELL	N/A

SUMMARY

Doyl and Crystal Burt is proposing an OSSF to serve an existing single-family residence and two tiny homes used exclusively for family. This system will be served by a private water well. The system designer, Greg W. Johnson, P.E., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via surface spray application for a maximum daily rate of 340 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 payment to Briggs Equipment in the amount of \$1,245.61 in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$1,245.61

LINE ITEM NUMBER

001-716-00.5411

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Recycling and Solid Waste Department had repairs completed on the department forklift and failed to obtain a purchase order as required per County purchasing policy.

Attachment:
Briggs Equipment Invoice



REMIT TO: BRIGGS EQUIPMENT LOCK BOX 841272 DALLAS, TX 75284-1272	CORRESPONDENCE TO: BRIGGS EQUIPMENT 10540 N. STEMMONS FREEWAY DALLAS, TX 75220
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ON PAST DUE INVOICES, INTEREST MAY BE CHARGED
AT THE MAXIMUM ALLOWED BY LAW.

ANY PROBLEMS CALL San Antonio TX (210) 333-5221

ORDER TYPE: SERVICE

PAGE 1 OF 2

INVOICE # INV2292427

SERVICE CALL ID SC-2737214

INVOICE DATE 7/29/2021

S C2157329
O HAYS COUNTY
L 712 S Stagecoach Trl
D Ste 1071
 San Marcos, TX 78666-6247
T USA
O

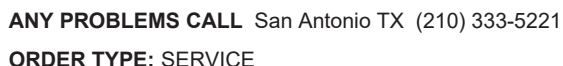
S C2157329
H HAYS COUNTY
I 712 S Stagecoach Trl
P Ste 1071
E San Marcos, TX 78666-6247
D USA
T
O

TERMS: Net 30 Days

DUE BY: 8/28/2021

CUSTOMER ORDER NO.		SERVICE COMPLETED	VIA		
-		7/20/2021	BE TRUCK		
QUANT. ORDERED	QUANT. SHIPPED	ITEM NUMBER	DESCRIPTION	PRICE EACH	TOTAL
			Unit #: Make: Model: Serial #: 250250N0735 Meter: 0 250250N0735; HELI; STARTER BAD, BROKEN STARTER BOLT C/S THE STARTER IS BAD AND HAS BROKEN A STARTER BOLT [7/20/2021 10:44:08 AM] 008596 Remove starter. Remove broken bolt. Install new starter. Start and check operation. Thank you from Briggs Equipment.		
1	1	HE3301228MISC	STARTER	592.91	592.91
2	2	HE33000264MISC	BOLTS STARTER	20.73	41.46
			Labor-Standard		411.24
1			Call Out Charge \$120	120.00	120.00

Continued on next page



**CORRESPONDENCE TO:
BRIGGS EQUIPMENT
10540 N. STEMMONS FREEWAY
DALLAS, TX 75220**

**ON PAST DUE INVOICES, INTEREST MAY BE CHARGED
AT THE MAXIMUM ALLOWED BY LAW.**

INVOICE #	INV2292427
SERVICE CALL ID	SC-2737214
INVOICE DATE	7/29/2021

SOLD TO
C2157329
HAYS COUNTY

SHIPPED TO
C2157329
HAYS COUNTY

DUE BY: 8/28/2021

CUSTOMER ORDER NO. -		SERVICE COMPLETED 7/20/2021		VIA BE TRUCK	
QUANT. ORDERED	QUANT. SHIPPED	ITEM NUMBER	DESCRIPTION	PRICE EACH	TOTAL
1			Parts Freight	80.00	80.00

SALESPERSON

TOTAL MATERIAL	834.37
TOTAL LABOR	411.24
SUB-TOTAL	1,245.61
SALES TAX	0.00
INVOICE TOTAL	\$1,245.61
AFTER 8/29/2021 PLEASE PAY	\$1,270.52

Unless otherwise prohibited by applicable law, payments by credit card will be charged a 1.5% convenience fee. This fee will not apply in Florida and Texas.
This convenience fee will not apply to debit or pre-paid cards

The Limited Warranty disclaimer applicable to this Invoice is posted at the below website: <https://www.briggsequipment.us/applicablelimitedwarranty/>

BY THE ACCEPTANCE OF THE ABOVE MERCHANDISE, BUYER AGREES TO MAKE ALL PAYMENTS TO BRIGGS EQUIPMENT IN DALLAS, DALLAS COUNTY, TEXAS, NO MERCHANDISE MAY BE RETURNED WITHOUT PRIOR WRITTEN APPROVAL. RETURN SUBJECT TO 20% HANDLING CHARGE PLUS APPLICABLE FREIGHT CHARGES.

ORIGINAL INVOICE

SELLER REPRESENTS THAT, WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

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

Accept the Fiscal Year 2020 Hays County Emergency Services District #7 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE

CONSENT

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated June 30, 2021 is attached.



June 30, 2021

To the Board of Commissioners
Hays County Emergency Services District #7

I have audited the financial statements of Hays County Emergency Services District #7, for the year ended September 30, 2020 and have issued my report thereon dated June 30, 2021. Professional standards require that I provide you with information about my responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of the audit. I have communicated such information in my letter to you dated April 19, 2021. Professional standards also require that I communicate to you the following information related to my audit.

Compliance with all Ethics Requirements Regarding Independence

The auditor has complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of Accounting Practices

Significant Accounting Estimates

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Hays County Emergency Services District #7, are described in Note A to the financial statements. I noted no transactions entered into by the organization during the year for which there is a lack of authoritative guidance or consensus. All significant transaction have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepare by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Difficulties Encountered in Performing the Audit

I encountered no significant difficulties in dealing with management in performing and completing my audit.

Corrected and Uncorrected Misstatements

Professional standards require me to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicated them to the appropriate level of management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. I am pleased to report that no such disagreement arose during the course of my audit.

Management Representations

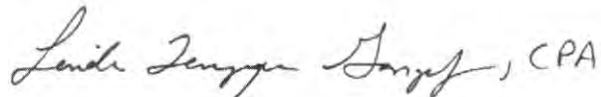
I have requested certain representations from management that are included in the management representation letter dated June 30, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, my professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts. To my knowledge, there were no such consultations with other accountants.

This report is intended solely for the information and use of organization's management and its governing board, and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Linda T. Gonzalez, CPA". The signature is written in dark ink and is positioned above the printed name.

Linda T. Gonzalez, CPA

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020
WITH INDEPENDENT AUDITOR'S REPORT

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7

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Independent Auditor's Report

To the Board of Commissioners of
Hays County Emergency Services District #7

Report on the Financial Statements

I have audited the accompanying financial statements of Hays County Emergency Services District #7 (the District), which comprise the statement of assets, liabilities, and net assets-cash basis as of September 30, 2020, and the related statement of support, revenue, and expenses-cash basis for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note A; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

100 N. Edward Gary Street, Suite 110, San Marcos, Texas 78666

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of Hay County Emergency Services District #7 as of September 30, 2020, and its support, revenue, and expenses for the year then ended in accordance with the cash basis of accounting described in Note A.

Basis of Accounting

I draw attention to Note A to the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. My opinion is not modified with respect to this matter.

A handwritten signature in cursive script, reading "Linda J. Jorgensen, CPA".

San Marcos, Texas
June 30, 2021

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-CASH BASIS
SEPTEMBER 30, 2020

ASSETS	
ASSETS	
Cash and cash equivalents	\$ 501,805
Investments	<u>1,342,096</u>
TOTAL ASSETS	<u><u>1,843,901</u></u>
LIABILITIES AND NET ASSETS	
NET ASSETS	
Net assets-unrestricted	<u>1,843,901</u>
TOTAL NET ASSETS	<u>1,843,901</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 1,843,901</u></u>

The accompanying notes are an integral part of the financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
STATEMENT OF SUPPORT, REVENUE, AND EXPENSES-CASH BASIS
YEAR ENDED SEPTEMBER 30, 2020

	<u>Unrestricted</u>
SUPPORT AND REVENUE	
Tax revenue	\$ 2,245,306
Investment/interest income	20,015
Unrealized gain-investments	2,488
TOTAL SUPPORT AND REVENUE	<u>2,267,809</u>
EXPENSES	
WEMS contract payments	1,474,440
Contributions to WEMS	1,300,000
Appraisal District	18,470
Audit	3,000
Insurance	1,580
Public notices	532
Postage/mailbox	99
Investment fees	12
TOTAL EXPENSES	<u>2,798,133</u>
CHANGE IN NET ASSETS	(530,324)
NET ASSETS, BEGINNING OF YEAR	<u>2,374,225</u>
NET ASSETS, END OF YEAR	<u>\$ 1,843,901</u>

The accompanying notes are an integral part of the financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICES

Reporting Entity

Hays County Emergency Services District #7 (the District), is a political subdivision established under the laws of the State of Texas by local voters for the purpose of raising money through ad valorem taxes on all real property located within the district. The District receives tax revenue to provide the direction and financial resources for protection of the lives and property of the people living or traveling within the District against medical emergencies.

Basis of Accounting

The District prepares its financial statement on the cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. Consequently, revenue is recognized when received rather than when earned and expenses are recognized when paid rather than when the obligation is incurred.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Net Assets

Equity is classified as net assets. Net assets are reported as:

Restricted – net assets with restrictions imposed on their use either through enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

Unrestricted – all other net assets that do not meet the definition of “restricted”.

NOTE B - CASH AND CASH EQUIVALENTS

The District's cash and cash equivalents include checking and savings accounts. The District's deposits are held in one major financial institution and are exposed to concentrations of credit risk. The District has pledged securities for amounts in excess of FDIC coverage. As of September 30, 2020, the District's cash deposits totaled \$501,805.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

NOTE C - INVESTMENTS

Investments held by the District are measured and recorded at fair value based on quoted prices in active markets on a trade-date basis. Investments held by the District as of September 30, 2020, are as follows:

Cetera Investments

Certificates of deposits	\$ 996,186
Flexinsured/money market funds	345,910
Total investments	<u>\$ 1,342,096</u>

Net investment gains consisted of the following for the year ended September 30, 2020:

Dividend interest/capital gains	\$ 19,673
Unrealized gains	2,488
Total investment gains	<u>\$ 22,161</u>

Investment Policies

The District has adopted a written investment policy, as required by the Public Funds Investment Act, Chapter 2256, and Texas Government Code. The investments of the District are in compliance with their investment policies.

NOTE D - PROPERTY TAXES

The methods of property assessments and tax collections are determined by Texas statutes. The appraisal of property within the District is the responsibility of the Hays County Appraisal District. Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located within the District in conformity with Texas Property Tax Code. Taxes are due on receipt of the tax bill and become delinquent if not paid before February 1st of the year in which imposed. The District's tax rate is set each September by the District's Board of Commissioners. The tax rate was \$.0800 over \$100 of value.

NOTE E - COMMITMENTS

The District has entered into a contract agreement with Wimberley Emergency Medical Service Systems, Inc. (WEMS) to provide emergency medical care and ambulance services to the District's region. For services provided by WEMS, the District paid monthly payments totaling \$1,474,440 to WEMS for fiscal year ended September 30, 2020. Either party may terminate the agreement by written notice in accordance with the terms of the contract.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

NOTE F - LIQUIDITY AND AVAILABILITY

Financial assets, without donor restrictions, available for general expenditure within one year of the statement of assets and net assets – cash basis, comprise the following:

Cash and cash equivalents	<u>\$501,805</u>
---------------------------	------------------

Financial assets available for general expenditure within one year	<u>\$501,805</u>
--	------------------

NOTE G - RELATED PARTY TRANSACTIONS

The District's governing board approved and paid \$1,300,000 to WEMS. The funds were contributions designated for the construction of WEMS's new facility.

NOTE H - SUBSEQUENT EVENTS

The Board has evaluated subsequent events through June 30, 2021, which is the date the financial statements were available to be issued.

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 Fitz RV Park EAST system located at 6990 W. Fitzhugh Road, Dripping Springs, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco, Director of Development Services	SMITH	N/A

SUMMARY

Odus Wittenburg of Fitzview LLC is proposing an OSSF to serve 24 RV spaces, a bath house, and two washing machines for the Fitz RV Park. This is the EAST system. This 12.505 acre tract of land will be served by public water for a potable water supply.
The system designer, Derrick Lormand, R.S., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 1800 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 Fitz RV Park WEST system located at 6990 W. Fitzhugh Road, Dripping Springs, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco, Director of Development Services	SMITH	N/A

SUMMARY

Odus Wittenburg of Fitzview LLC is proposing an OSSF to serve 46 RV spaces and the front office for the Fitz RV Park. This is the WEST system. This 12.505 acre tract of land will be served by public water for a potable water supply. The system designer, Derrick Lormand, R.S., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 1950 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 2 - two bedroom cabins located at 11391 Bonham Ranch Road, Dripping Springs, TX 78620.

ITEM TYPE

CONSENT

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marcus Pacheco, Director of Development Services

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Robin Gibson is proposing an OSSF to serve 2 - two-bedroom cabins. This 19.98 acre tract of land is Lot C in the Terry Subdivision and will be served by private well for a potable water supply. The system designer, Derrick Lormand, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 360 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Permit #: TRN-2021-4558-UTL	Road Name: 32 Moonlight Lane (Trench/Road Cut)	Utility Company: PEC (Electric)
--------------------------------	---	------------------------------------



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 8/20/2021 .

Utility Company Information:

Name: Pedernales Electric Cooperative

Address: 1810 FM 150 West Kyle TX

Phone: 8309929969

Contact Name: Mike Moore

Engineer / Contractor Information:

Name:

Address: 200 Ella Lane Dripping Springs 78620

Phone: 5129219875

Contact Name: Chris Reveal

Hays County Information:

Utility Permit Number: TRN-2021-4585-UTL

Type of Utility Service: Underground Electric

Project Description:

Road Name(s): Moonlight Lane, Valley Springs Road, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will
you be using ?

☐

Boring

☒

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark B. Bell".

Engineering Technician

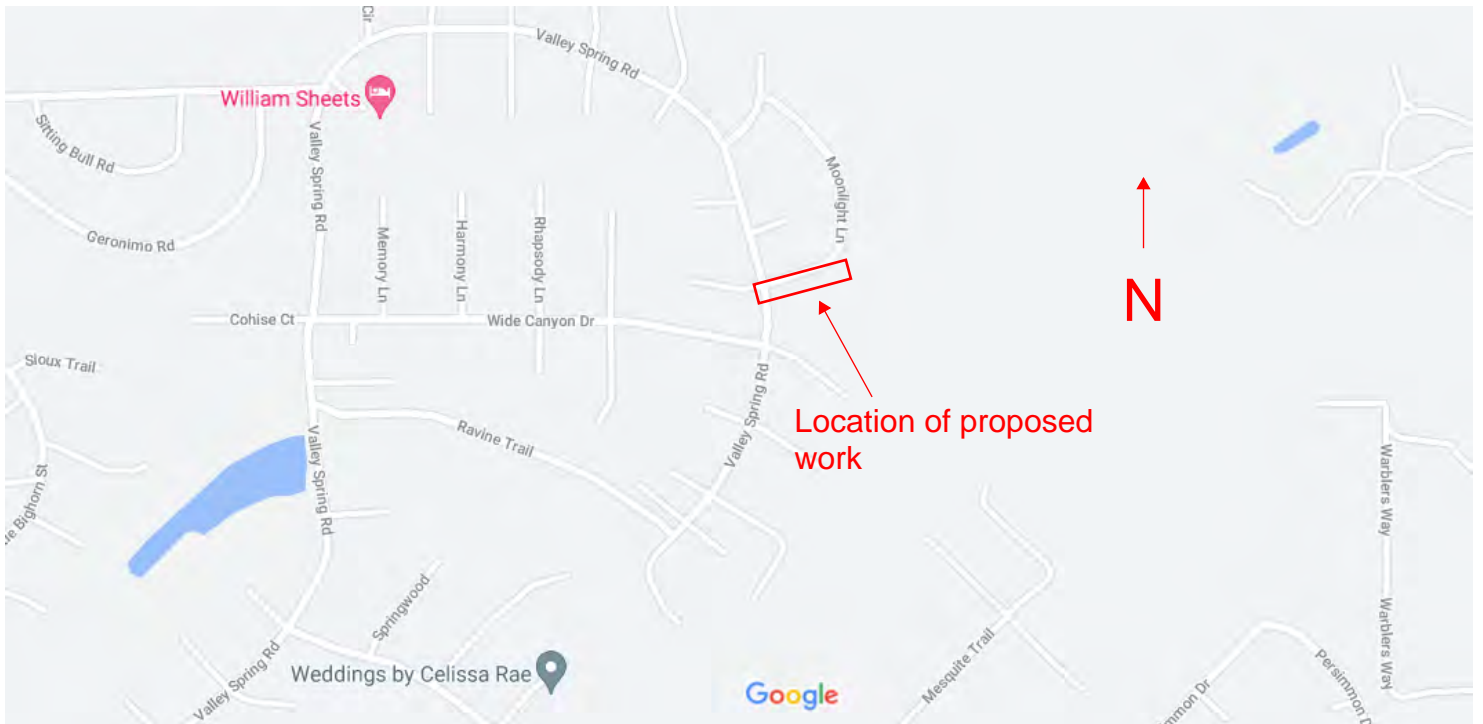
08/03/2021

Signature

Title

Date





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of a \$1,498 Proposal with Axon Enterprise, Inc. related to the purchase of a Cradlepoint and Antenna the Sheriff's Office Drone Team and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$1,498

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

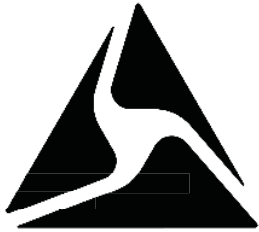
SUMMARY

The Drone Team is requesting to purchase a cradlepoint and antenna for the drone van. Having this equipment will provide wifi and internet capabilities during operations in remote areas. The total cost is \$1,498.00. No additional funds are needed; funding is available in the Sheriff's Office Operating budget.

Attachment: Drone Quote # Q-303822-44363.750DT
BuyBoard Contract #568-18

Budget Amendment:

Decrease Law Enforcement Supplies_Drone - (\$1,498)
Increase Data Processing Supplies - \$249
Increase Computer Equipment Operating - \$1,249



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

Q-303822-44363.750DT

Issued: 06/16/2021



Quote Expiration: 07/30/2021

Account Number: 112056

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Hays County Sheriff's Office- TX
Hays County Information Technology
Attn: Marva Pearce
712 South Stagecoach Trail, Suite 1206
San Marcos, TX 78666
US

BILL TO

Hays County Sheriff's Office- TX
1307 UHLAND ROAD
San Marcos, TX 78666
US

SALES REPRESENTATIVE

Danny Thielen
Phone: (480) 434-8810
Email: dthielen@axon.com
Fax:

PRIMARY CONTACT

Phone:
Email:

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		1	1,249.00	1,249.00	1,249.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		1	249.00	249.00	249.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT		1	0.00	0.00	0.00
Subtotal						1,498.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						1,498.00
Grand Total						1,498.00

BuyBoard 568-18 used for pricing and purchasing justification.

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

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the **Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Danny Thielen at dthielen@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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

Axon Internal Use Only

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Jail Division to add a cell phone allowance for the Jail Sergeant position, slot 0620-003 effective August 16, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$67.50

LINE ITEM NUMBER

001-618-03.5194

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Jail is requesting to add a cell phone allowance to a Jail Sergeant position. The Sergeant is the commander of the newly formed Jail Special Emergency Response Team (SERT) and is on call and required to utilize his phone regularly outside of regular business hours.

No amendment is needed; funding is available in the Jail's 001-618-03.5194 Telephone Allowance general ledger.



Request/Justification Form Electronics and Related Equipment/Services

(must be completed by an Elected Official or Department Head
and returned to the appropriate offices per policy)

Jail

I am requesting approval for the purchase/issuance/modification of:

1. Cell phone with voice capability for
Name/Title _____
2. Cell phone with voice and text capability for
Name/Title _____
3. Cell phone with voice, text and data capability (Smart Phone) for
Name/Title 515 _____
4. I am requesting a \$35/month phone use stipend for the employee above who requires a Smart
Phone to conduct County business: ☒ Yes ☐ No
5. Computer Air Card for
Name/Title _____
6. TV/Cable service
Name/Title/Functional Work Area _____
7. Fax Machine
Name/Title/Functional Work Area _____
8. Phone Line for Fax Machine
Name/Title/Functional Work Area _____
9. Mitel Phone
Name/Title/Functional Work Area _____

Give specific reason(s) why the above item(s)/service(s) are needed to perform County business:

Sergeant Pete Chaney is the Commander of the newly formed Jail Special Emergency Response Team and is on call and required to utilize his phone regularly outside of normal business hours.

I understand that all expenses for the above equipment/services will be charged to my budget and that I will review the need for this equipment/service at least quarterly. If at any time I determine that the equipment/service is no longer needed by my office/department I will immediately notify the Auditor's Office/Purchasing Department (or the Information Technology Department for Air Cards). I also acknowledge that the Hays County Auditor's Office will periodically review expenses related to the above and may request further justification on behalf of the Hays County Commissioners Court. I may also be required to explain any charges deemed excessive by the Auditor's Office to the Commissioners Court at a regularly scheduled public meeting.

Gary Cutler
Signature of Elected Official/Department Head

Sheriff
Title

Gary Cutler
Printed Name

7-20-21
Date

RECEIVED IN THE OFFICE OF
HAYS COUNTY AUDITOR

III 21 2021

Items 1-4

Approved by HR

5 Miller

Date

7-21-21

All Items

Approved by Auditor

Vickie H. Powell

Date

7-22-21

Budget Amendment Not Required _____

Budget Amendment Required _____

Approved on _____

Items 5-9

Approved by IT

Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to utilize salary savings totaling \$36,100.00 for needed repairs to the LE Fleet patrol vehicles and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$36,100

LINE ITEM NUMBER

001-618-00.5413

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is seeking approval to use salary savings to perform mechanical repairs to patrol vehicles. At this time, there are a total of five vehicles requiring engine and transmission repairs. The total for all repairs is \$36,100.

Budget Amendment

Decrease Staff Salaries 001-618-00.5021

Increase Vehicle Maintenance & Repair 001-618-00.5413

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend the Sheriff's Drug Forfeiture Fund for the purchase of tactical headsets for the SWAT Team valued at \$12,951.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$12,951

LINE ITEM NUMBER

053-618-00.5717_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is requesting a budget amendment to utilize Sheriff Drug Forfeiture Funds to purchase tactical headsets for SWAT valued at \$12,951. No General Funds are required.

Budget Amendment:

Decrease Criminal Investigation 053-618-00.5362

Increase Law Enforcement Equipment Operating 053-618-00.5717_400

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to utilize equipment savings to purchase a replacement Collapsible Crate valued at \$860.00 for the K-9 Division.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$860

LINE ITEM NUMBER

001-618-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is requesting to purchase a replacement collapsible crate for K-9 Bron. The current crate is constructed of plastic materials and is in poor condition. Additionally, the doors are insufficient as they can be easily forced open. A heavier-duty crate is requested and will provide a more effective way of containing the K-9. The replacement is valued at \$860; no additional funding is needed. Savings are identified in the Sheriff's Office Miscellaneous Equipment Operating Expense, 001-618-00.5719_400.

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 Juvenile Probation Department to purchase one WGen 9500 Portable Generator valued at \$1,000.00 for the Juvenile Skilled Trades Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$1,000

LINE ITEM NUMBER

001-686-99-100.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Lisa Day	BECERRA	N/A

SUMMARY

The Juvenile Probation Department would like to utilize grant funds to purchase a Westinghouse WGen9500 portable generator for use in the Skilled Trades Program at the Juvenile Detention Center. The Skilled Trades Program is a vocational program provided by ACC Continuing Education. This equipment is needed for construction projects when there is no access to an electric source. Grant funding through the Texas Juvenile Justice Department is available to fund this request.

Budget Amendment:

Increase Misc. Equipment_Operating - \$1,000

Decrease Contract Services - (\$1,000)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Enterprise Fleet Management in the amount of \$705.56 for maintenance on the 2018 Dodge Caravan where no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$705.56

LINE ITEM NUMBER

001-686.00.5413

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Lisa Day	BECERRA	N/A

SUMMARY

The Juvenile Probation Office took the leased van for a scheduled oil change and the service provider performed additional maintenance needed including an alignment, air filter change, new wiper blades, and 4 new tires due to a recall. The additional maintenance needs were not anticipated at the time; therefore, a purchase order was not procured prior to service completion. Funds are available within the operating budget for this service.

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

Accept a \$10,000.00 contribution on behalf of the Hays County Child Protective Board and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 17, 2021	N/A

LINE ITEM NUMBER

001-895-98-354]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The Hays County Child Protective Board has received a contribution from Brenda & Kaare Remme utilizing the county federal tax identification number as authorized.

The HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses;

- >Basic clothing
- >Participation in extracurricular school activities and scholastic achievements
- >Equipment and services to encourage and assist academic success and improve graduation rates
- >Recognition of significant milestones
- >Provide for physical and mental health services not covered by governmental programs
- >Provide support for CPS case workers participation in professional training
- >Increase public awareness of child abuse

Budget Amendment:

Increase Contributions: .4610

Increase Social Service Project Contributions: .5600

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve a budget amendment to the Department of State Health Services (DSHS) IDCU/SUR COVID Contract No. HHS000812700024 to add additional funding in the amount of \$129,721 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	N/A

LINE ITEM NUMBER

120-675-99-139]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

On July 28, 2020 the Commissioners Court authorized Contract No. HHS00081270024 and will be amended to include COVID Expansion funding. The funding will be used to provide support toward salary, fringe benefits and operational costs of one epidemiologist.

Grant Expiration Date: July 31, 2023

Budget Amendment:

(\$129,721) - Increase Intergovernmental Revenue

\$ 86,783 - Increase Staff Salaries

\$ 40,185 - Increase Fringe Benefits

\$ 413 - Increase Travel

\$ 1,000 - Increase Office Supplies

\$ 340 - Increase Data Supplies

\$ 1,000 - Increase Printing

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$86,783	\$86,783	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$40,185	\$40,185	\$0	\$0	\$0	\$0
C. Travel	\$413	\$413	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$1,340	\$1,340	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$1,000	\$1,000	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$129,721	\$129,721	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$129,721	\$129,721	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$86,783	\$86,783	Fringe Benefits	\$40,185	\$40,185
	Travel	\$413	\$413	Equipment	\$0	\$0
	Supplies	\$1,340	\$1,340	Contractual	\$0	\$0
	Other	\$1,000	\$1,000	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$129,721	Budget Total	\$129,721
-------------------	----------------------------	------------------	---------------------	------------------

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. *DO NOT* include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

[illegible]

SalaryWage Total

\$86,783

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

$$\text{FICA} = \$92568 \times .062 = \$5739$$

MEDICARE = \$92568 x .0145 = \$1343

RETIREMENT = \$92568 x .1316 = \$12182

MEDICAL, DENTAL & LIFE INSURANCE = \$23600.88 x 1 FTE = \$23600.88

Fringe Benefit Rate %

46.31%

Fringe Benefits Total

\$40,185

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0

Revised 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Travel throughout the County to COVID clinics and outreach events	700	\$0.590	\$413		\$413
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel **\$413**Other / Local Travel Costs: **\$413**Conference / Workshop Travel Costs: **\$0****Total Travel Costs:** **\$413**

Indicate Policy Used:

Respondent's Travel Policy State of Texas Travel Policy

FORM I-3: EQUIPMENT Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

\$0

FORM I-4: SUPPLIES Including CONTROLLED ASSETS Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
Office Supplies (24 months)	General office supplies for this position: Pens, notepads, highlighters, binders, binder clips, mouse pad, copier paper, folders, dry erase, etc.	\$1,000
Wireless Keyboard and Mouse	Keyboard and mouse to use with the laptop the Epi will be using	\$340
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$1,340

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Printing	COVID-19 printing for brochures, pamplates, and handouts	\$1,000
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$1,000

FORM I - 7 Indirect Costs

Legal Name of Respondent:

Hays County Health Department

Total amount of indirect costs allocable to the project:

Amount:

\$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE:

BASE:

I attest that I have not had an approved indirect cost rate and I am requesting/electing to utilize the de minimis indirect cost rate.

I elect not to request indirect costs.

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 Commission Pct. 1 Office to purchase one replacement Dell OptiPlex 7090 desktop computer and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$1,061

LINE ITEM NUMBER

001-601-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Ingalsbe	INGALSBE	N/A

SUMMARY

The Commissioner is in need of a replacement desktop computer for a failing system that is no longer under warranty and is not repairable. Funds are available within their operating budget for this purchase.

Attachment: Dell Quote #3000094217685.1
DIR #TX DIR-TSO-3763
Contract #C000000006841

Budget Amendment:

Increase Computer Equipment_Operating - \$1,061
Decrease Community Program Expense - (\$1,061)



A quote for your consideration.

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

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

Quote No.	3000094217685.1	Sales Rep	Chris Minchew
Total	\$1,060.32	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Aug. 03, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 02, 2021		HAYS COUNTY - AUDITORS
Contract Name	State of Texas Department of Information Resources (DIR)		712 S STAGECOACH TRL STE 1071
Contract Code	C000000006841		SAN MARCOS, TX 78666-6247
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	17318888		

Message from your Sales Rep

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

Regards,
Chris Minchew

Shipping Group

Shipping To	Shipping Method
Marva Pearce HAYS COUNTY 712 South Stagecoach Trail, Ste. 1206, Information Tech SAN MARCOS, TX 78666 (512) 393-2845	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7090 Small Form Factor	\$1,060.32	1	\$1,060.32

Subtotal:	\$1,060.32
Shipping:	\$0.00
Non-Taxable Amount:	\$1,060.32
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,060.32

Shipping Group Details

Shipping To

Marva Pearce
HAYS COUNTY
712 South Stagecoach Trail,
Ste. 1206, Information Tech
SAN MARCOS, TX 78666
(512) 393-2845

Shipping Method

Standard Delivery

		Quantity	Subtotal
OptiPlex 7090 Small Form Factor	\$1,060.32	1	\$1,060.32
Estimated delivery if purchased today: Nov. 11, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7090 Small Form Factor XCTO	210-AYVL	-	1	-
10th Generation Intel Core i7-10700 (8-Core, 16MB Cache, 2.9GHz to 4.8GHz, 65W)	338-BVCD	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
16GB, 1X16GB, DDR4 non-ECC Memory	370-AGIY	-	1	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	1	-
M.2 22x30 Thermal Pad	412-AAQT	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
NO RAID	817-BBBN	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
OptiPlex 7090 SFF with 200W (BRZ), Supports up to 8 Core Processors	329-BFNX	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
DVD+/-RW Bezel	325-BDSH	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
No Media Card Reader	379-BBHM	-	1	-
Internal Wireless Antennas	555-BFPW	-	1	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BGNB	-	1	-
Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5	555-BGPR	-	1	-
No Stand Option	575-BBBI	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
No Additional Add In Cards	382-BBHX	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-

No Cable Cover	325-BCZQ	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Not ENERGY STAR Qualified	387-BBCG	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Dell Watchdog Timer	379-BEKK	-	1	-
Quick Setup Guide 7090 SFF	340-CVQT	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material for SFF	340-CQYR	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for OptiPlex 7090 SFF 200W	389-DZGS	-	1	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-
Speaker for Tower and SFF	520-AARD	-	1	-
Intel 1Gb NIC PCIe Card (Low Profile)	555-BGRB	-	1	-
No AutoPilot	340-CKSZ	-	1	-
No Out-of-Band Systems Management	631-ACXG	-	1	-
Not EPEAT Registered	389-DVNR	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	1	-

Subtotal:	\$1,060.32
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,060.32

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^Dell Business Credit (DBC):

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Justice of the Peace Pct. 5 Office to purchase two replacement Dell Latitude 5420 Laptops utilizing the Justice Court Technology Fund and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 10, 2021	\$2,775

LINE ITEM NUMBER

112-630-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Lucinda Doyle	JONES	N/A

SUMMARY

The JP5 Office is requesting approval to purchase two replacement laptops for the Justice of the Peace and Justice Court Administrator. The current laptops are malfunctioning and no longer under warranty or repairable. Funds are available within the JP Technology Fund for this purchase. No General Funds are required.

Attachments: Dell Technologies Quote #3000094210853.1
DIR #TX DIR-TSO-3763
Contract #C000000006841

Budget Amendment:

Decrease Data Supplies: 112-630-00.5202
Increase Computer_Ops: 112-630-00.5712_400



A quote for your consideration.

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

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

Quote No.	3000094210853.1	Sales Rep	Chris Minchew
Total	\$2,774.92	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Aug. 03, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 02, 2021		HAYS COUNTY - AUDITORS
Contract Name	State of Texas Department of Information Resources (DIR)		712 S STAGECOACH TRL STE 1071
Contract Code	C000000006841		SAN MARCOS, TX 78666-6247
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	17318888		

Message from your Sales Rep

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

Regards,
Chris Minchew

Shipping Group

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

Product	Unit Price	Quantity	Subtotal
Dell USB-C Mobile Adapter – DA310	\$59.79	2	\$119.58
Dell Latitude 5420	\$1,290.00	2	\$2,580.00
Dell Pro Briefcase 14 (PO1420C)	\$37.67	2	\$75.34

Subtotal:	\$2,774.92
Shipping:	\$0.00
Non-Taxable Amount:	\$2,774.92
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$2,774.92

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell USB-C Mobile Adapter – DA310	2	\$119.58

Estimated delivery if purchased today:
Oct. 20, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell USB-C Mobile Adapter – DA310	470-AETL	-	2	-
			Quantity	Subtotal
		\$1,290.00	2	\$2,580.00

Dell Latitude 5420

Estimated delivery if purchased today:
Sep. 09, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5420 XCTO Base	210-AYNM	-	2	-
11th Generation Intel Core i7-1165G7 (4 Core, 12M cache, base 2.8GHz, up to 4.7GHz)	379-BEHH	-	2	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	2	-
I7-1165G7 Trans, Intel Iris Xe Graphics, Thunderbolt	338-BXRU	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
No Out-of-Band Systems Management - No vPro	631-ACTP	-	2	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	2	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUR	-	2	-
No AutoPilot	340-CKSZ	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
LCD back cover for Latitude 5420 WLAN/WWAN	320-BECK	-	2	-
HD Camera Bezel with Mic	325-BDYX	-	2	-
14" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPR	-	2	-
Single Pointing Backlit US English Keyboard	583-BHCH	-	2	-
No Mouse	570-AADK	-	2	-
Intel AX201 WLAN Driver	555-BGJD	-	2	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	2	-
No Mobile Broadband Card	556-BBCD	-	2	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSW	-	2	-
65W Type-C Epeat Adapter	492-BCXP	-	2	-
Palmrest, No Security, Thunderbolt 4	346-BGVN	-	2	-
US Power Cord	537-BBBL	-	2	-

Quick start guide for Win 10, Ubuntu	340-CTZO	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
US Order	332-1286	-	2	-
No Resource USB Media	430-XXYG	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
ENERGY STAR Qualified	387-BBPC	-	2	-
Custom Configuration	817-BBBB	-	2	-
Mix Model 65W Adpater + TGL CPU	340-CUCT	-	2	-
11th Generation Intel(R) Core(TM) i7 non-vPro Processor Label	389-DXDV	-	2	-
BTO Standard Shipment (VS)	800-BBQK	-	2	-
No UPC Label	389-BCGW	-	2	-
No Removable CD/DVD Drive	429-AATO	-	2	-
Latitude 5420 Bottom Door	321-BGBE	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	2	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	2	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	2	-
No Accidental Damage Selected	981-4619	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-

			Quantity	Subtotal
Dell Pro Briefcase 14 (PO1420C)		\$37.67	2	\$75.34
Estimated delivery if purchased today: Aug. 10, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Briefcase 14 (PO1420C)	460-BCMO	-	2	-

Subtotal:	\$2,774.92
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,774.92

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^Dell Business Credit (DBC):

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Hold a public hearing with possible action to establish a 4-way stop at the intersection of Old Bastrop Highway and Centerpoint Road.

ITEM TYPE

ACTION-ROADS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Old Bastrop Highway does not currently have stop signs at Centerpoint Road. As a result of some crash data that has been collected, a 4-way stop is necessary to control traffic at this intersection.

Old Bastrop Hwy & Centerpoint Road

New 4-way stop location.

Legend



Google Earth

© 2021 Google

70

400 ft

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

Hold a public hearing with possible action to establish a 4-way stop at the intersection of Crosswinds Parkway, Windswept Way and the Amenity Center entrance in Crosswinds subdivision.

ITEM TYPE

ACTION-ROADS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Crosswinds Parkway does not currently have stop signs at the intersection with Windswept Way and the Amenity Center entrance. At the request of the development management group, Crosswinds Community, a 4-way stop is necessary to control vehicle traffic at this intersection for the safety of pedestrians.

Crosswinds Parkway, Windswept Way & amenities center entrance

Possible 4-way stop location.

Legend



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

Hold a public hearing with possible action to establish a "No Thru Traffic" zone in the Meadow Woods subdivision with signage posted on Sunflower Drive (at FM 150) and Meadow Woods Drive (at FM 2770).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 10, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Per a request by the HOA, as a result of increased traffic taking short-cuts through the Meadow Woods subdivision to avoid the signal at the intersection of FM 150 and FM 2770, a "No Thru Traffic" zone is needed with appropriate regulated signage for enforcement to minimize vehicles that are not residents.

Meadow Woods subd.

Proposed "NO THRU TRAFFIC" zone.

Legend

Sunflower Drive @ FM 150

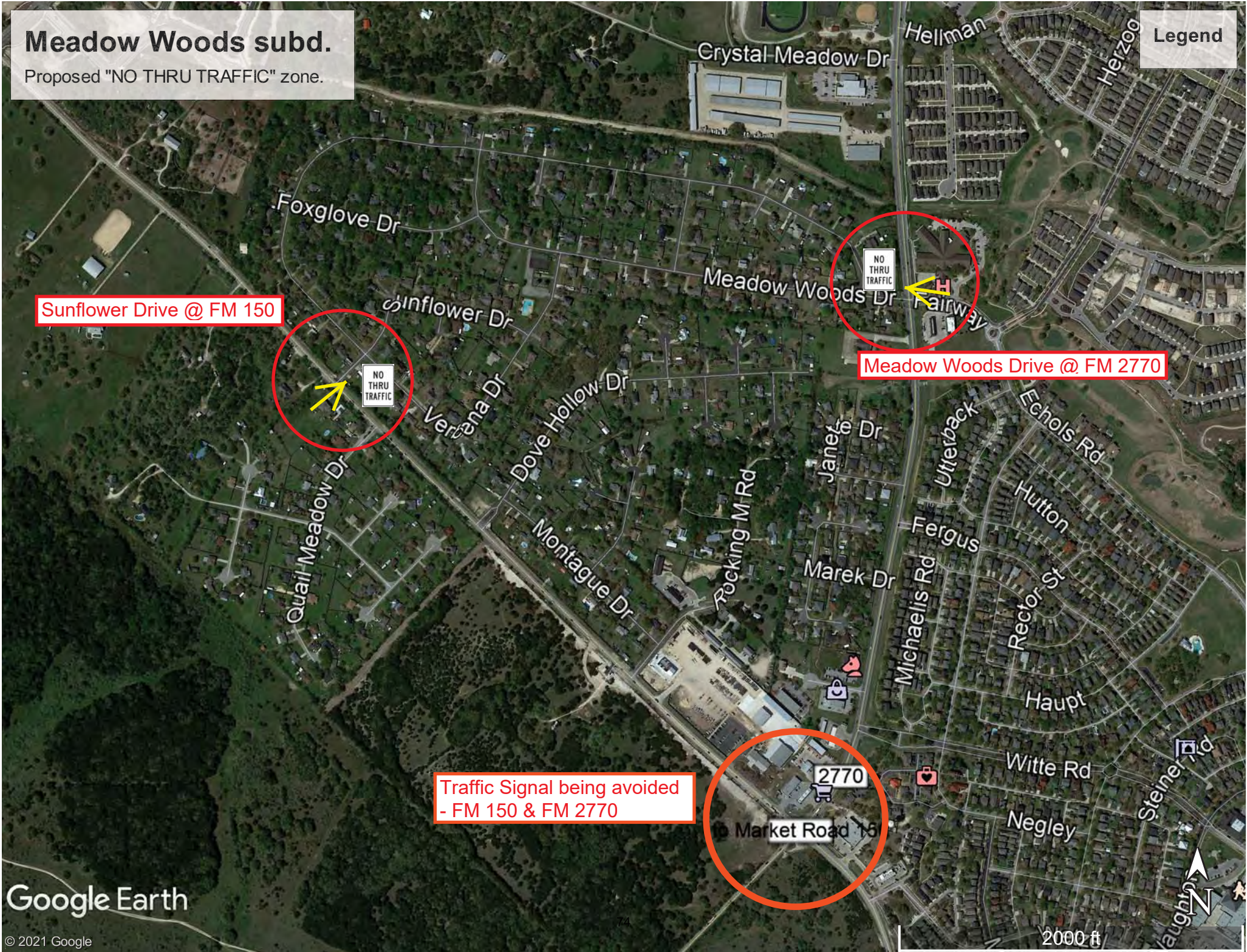
Meadow Woods Drive @ FM 2770

Traffic Signal being avoided
- FM 150 & FM 2770

Google Earth

© 2021 Google

2000 ft



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 call for a public hearing on August 24, 2021 to remove the current stop sign on Tanzanite Circle at Calomel Trail and move it onto Calomel Trail at Tanzanite Circle in Stonefield subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 10, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In response to local residents concerned about vehicles not stopping at the "T" intersection at Calomel Trail and Tanzanite Circle, there is a need to move the current stop sign from Tanzanite Circle to Calomel Trail at the same intersection. The design engineer is also in agreement with this action. This action would also allow for traffic to flow freely on Tanzanite Circle through this intersection.

Stonefield subd.

Move existing stop sign from the southeast corner of Tanzanite Circle & Calomel Trail to the northeast corner for Calomel Trail traffic to stop.

Legend

New stop sign
location.

Calomel Trail

Existing stop sign
needing to be moved.

Tanzanite Circle

Tom Green School Rd.

119

Old Goforth Rd

Green Meadows Ln

Google Earth

© 2021 Google

76

600 ft



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 call for a public hearing on August 24, 2021 to establish a 20 MPH speed limit on Eastern Road.

ITEM TYPE

ACTION-ROADS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

As a result of a recent traffic study conducted on Eastern Road, there is a need to establish a 20 MPH speed limit.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the selection of BGE, Inc. to perform Construction Engineering and Inspection (CE&I) services for the US 290 West at Henly Loop Intersection Safety Improvements project in Precinct 4; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 10, 2021	\$0.00

LINE ITEM NUMBER

Road Bond Funds

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The US 290 West at Henly Loop Intersection, CSJ 0113-07-077, Safety Improvements Project has a Construction Letting scheduled for September 2021 and is to be advertised by County staff. TxDOT is preparing to release the Letter of Authority to the County for this project to go to construction. The County would like to begin negotiations with BGE for construction engineering and inspection to have them under contract before construction begins.

BGE, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2020-Q03 and has an On-Call contract for CE&I services approved August 18, 2020, which will have its compensation cap increased to allow execution of this Work Authorization utilizing a discretionary exemption as authorized per Government Code Ch. 2254.

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 Court to execute Contract Amendment No. 1 in the amount of \$500,000 to the Professional Service Agreement with BGE, Inc. for the Hillside Terrace Safety Improvements (IH35 to FM2001) project and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 10, 2021	\$500,000

LINE ITEM NUMBER

020-710-00-648.5621_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

Reviewed by Assistant County Auditor, 25% over original compensation cap requires TLGC 262.024 (a)(4) discretionary exemption.

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

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

SUMMARY

The requested Amendment increases the contract compensation cap by \$500,000 from \$1,000,000 to \$1,500,000. This will allow for the execution of Supplemental #1 to Work Authorization #1 which authorizes revising the design and PS&E for the reconstruction and widening of Hillside Terrace from the existing 2-lane roadway to a 5-lane with shoulders facility from Old Goforth to FM 2001 including 0.30 miles' of Old Goforth from Hillside to the north. This contract for Hillside Terrace PS&E is funded by the Transportation Department Budget. Construction funding will be identified as funding becomes available.

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

**HAYS COUNTY ROAD BOND PROJECT:
Hillside Terrace (IH35 NBFR to FM 2001) (“Project”)**

THIS CONTRACT AMENDMENT NO. 1 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 BGE, Inc (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 August 25, 2020 (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 \$1,000,000 and,

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 \$1,000,000 to \$1,500,000.
- II. The scope in the original Exhibit B of the contract is hereby amended as shown in the attached revised Exhibit B-1
- III. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-1.

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: Erin N. Gonzales
Signature

Erin Gonzales

Printed Name

Director of Transportation

Title

7/29/2021

Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date


8/02/2021

EXHIBIT B-1
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR HILLSIDE TERRACE

1. PROJECT DESCRIPTION

Existing Facility

Hillside Terrace is currently a 2-lane, east-west rural roadway.

Proposed Facility

Proposed 3-lanes with shoulders from IH-35 to Old Goforth, 5-lanes with shoulders from Old Goforth to FM 2001 and 0.30 miles of Old Goforth from Hillside Terrace to the north.

Design Criteria

The ENGINEER will perform all work and prepare all deliverables in accordance with the applicable/current requirements of the TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions, the American Association of State Highway and Transportation Officials (AASHTO) Policy on the Geometric Design of Highways and Streets, 6th Edition, 2011 and The TxDOT roadway Design Manual July 2020.

1. DESIGN PHASE SERVICES:

- a. This phase of the project generally consists of preparing construction plans, specifications, estimates, and contract documents. Services may include, but are not limited to:
- Environmental Evaluation
 - Right of Way Data
 - Roadway Design Controls
 - Drainage
 - Signing, Pavement Marking, and Signalization
 - Miscellaneous
 - Project Management

2. BIDDING AND CONSTRUCTION PHASE SERVICES:

- a. This phase of the project generally consists of assisting with the bidding and contract award process and providing support during construction. Services may include, but are not limited to:
- Supporting the Pre-Bid Meeting, Bid Opening, and Preparing Award Recommendation
 - Pre-Construction Conference
 - Responding to RFIs, Change Orders, and Reviewing Submittals, and Preparing Construction Plan Revisions

EXHIBIT D-1
Fee/Rate Schedule

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1706-PC; Hold a Public Hearing with possible action to approve the final plat of the Douglas Estates Subdivision, Lot D-38, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Douglas Estates is a recorded subdivision located off Harmon Hills Road in Precinct 4.

The proposed replat will establish three (3) lots: D-38-R1, D-38-R2, and D-38-R3 across 10.4 acres of land. Water utility will be achieved by individual wells and rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: August 10th, 2021

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Hold a public hearing with possible action to approve the final plat of the Douglas Estates Subdivision, Lot D-38, Replat

BACKGROUND/SUMMARY OF REQUEST:

- A) Douglas Estates is a recorded subdivision located off of Harmon Hills Road, a public maintained roadway. The recorded D-38 consists of 10.4 acres. The proposed replat will divide Lot D-38 into 3 lots: Lot D-38-R1, D-38-R2, and D-38-R3.

Water service will be accomplished by Individual Private Well and Rainwater Collection. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located within the Hays County Commissioner Precinct 4 boundary.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Douglas Estates, Lot D-38 will take place on August 10th, 2021 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

STAFF COMMENTS:

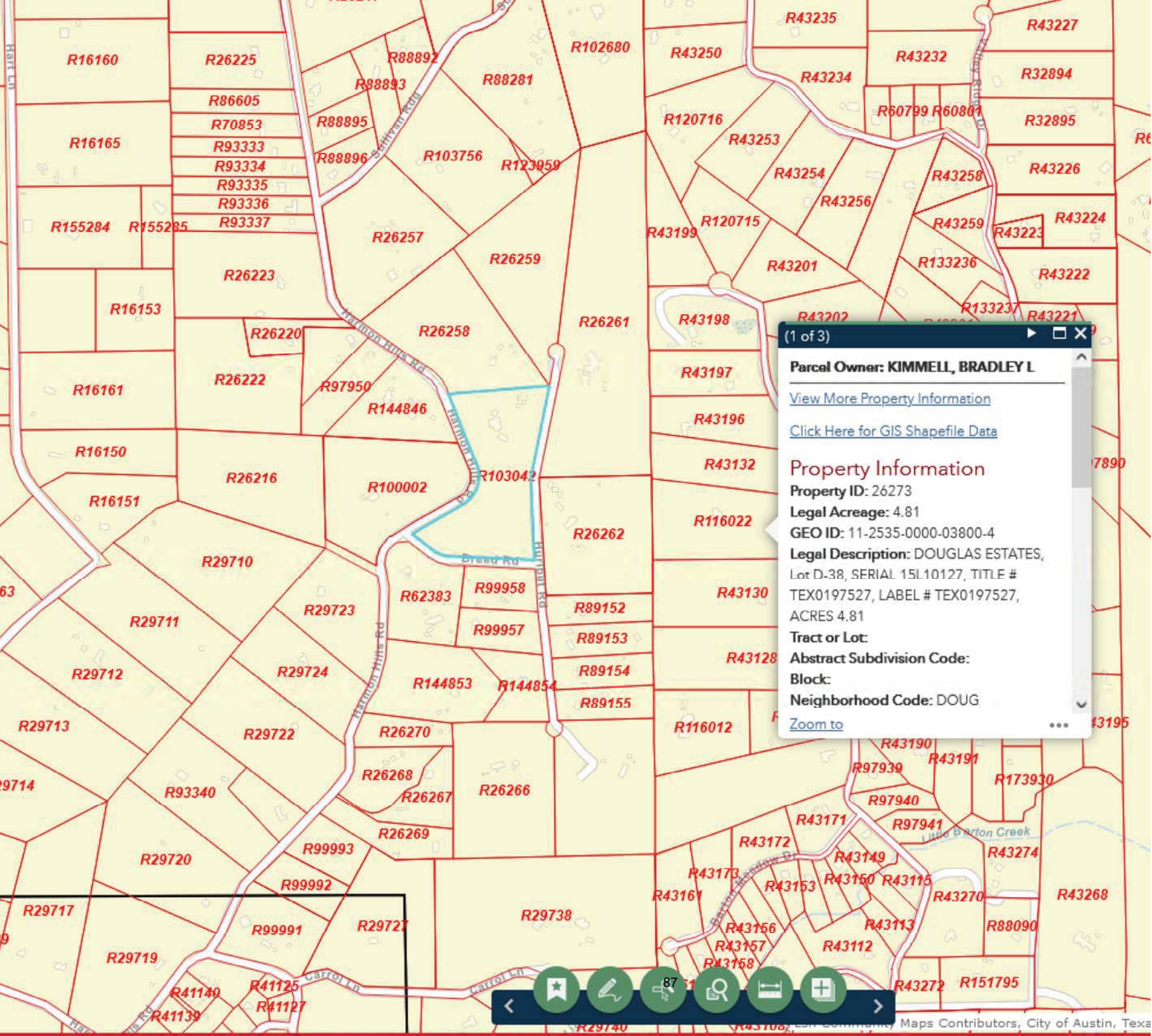
Staff has completed Technical Review for the Douglas Estates, Lot D-38, Replat. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

There are no variance requested and at the time this item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat



(1 of 3) ▶ □ ✕

Parcel Owner: KIMMELL, BRADLEY L

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: 26273

Legal Acreage: 4.81

GEO ID: 11-2535-0000-03800-4

Legal Description: DOUGLAS ESTATES, Lot D-38, SERIAL 15L10127, TITLE # TEX0197527, LABEL # TEX0197527, ACRES 4.81

Tract or Lot:

Abstract Subdivision Code:

Block:

Neighborhood Code: DOUG

[Zoom to](#) ...

LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 3
AVERAGE LOT SIZE = 3.5
0 LOTS LARGER THAN 10.0 ACRES
0 LOT LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
3 LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES
0 LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES
0 LOTS SMALLER THAN 1.00 ACRE

UTILITIES

ELECTRIC - FERNANDES ELECTRIC COOP.
TELEPHONE - UNKNOWN
WATER - INDIVIDUAL PRIVATE WATER WELLS AND/OR RAINWATER COLLECTION SYSTEM
SEWER - INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT

"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS."

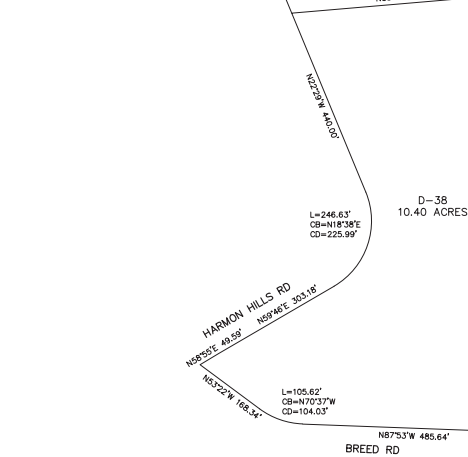
ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

GENERAL SURVEY NOTES

- 1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, ENCUMBRANCES AND ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 3) ADDRESSES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- 4) IMPROVEMENTS NOT SHOWN HEREON NOR WERE LOCATED BY THIS SURVEY.
- 5) THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- 6) THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- 7) THIS SUBDIVISION DOES NOT LIE WITHIN THE DRIPPING SPRINGS EXTRA-TERRITORIAL JURISDICTION.
- 8) THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICT 1 AND 6.
- 9) UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.
- 10) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 4202C01017, REVISED DATE SEPTEMBER 2, 2005, THIS PROPERTY IS LOCATED IN ZONE "X", AREAS OUTSIDE THE DESIGNATED 100-YEAR FLOODPLAIN.
- 11) THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- 12) HAYS COUNTY REQUIRES A TWENTY (20) BUILDING SETBACK LINE ALONG ROADS.
- 13) MAILBOXES PLACED WITHIN THE RIGHT-OF-WAY, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.

PUBLIC UTILITY & DRAINAGE EASEMENT NOTE

A STRIP OF LAND FIVE (5') IN WIDTH OFF THE REAR AND SIDELINES OF ALL LOTS IN THIS SUBDIVISION IS HEREBY DEDICATED FOR PUBLIC UTILITIES AND DRAINAGE PER RECORD PLAT.



STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, BRADLEY L. KIMMELL, OWNER OF LOT D-38, DOUGLAS ESTATES RECORDED IN VOLUME 1, PAGES 281-287, PLAT RECORDS, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED JANUARY 6, 1998, AND RECORDED IN HAYS COUNTY VOLUME 1463, PAGE 745, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS LOTS D-38-R1, D-38-R2 AND D-38-R3 OF THE DOUGLAS ESTATES SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

BRADLEY L. KIMMELL
301 HURLBUT RD.
DRIPPING SPRINGS, TEXAS 78620

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRADLEY L. KIMMELL, KNOWN TO ME TO BE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20__

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

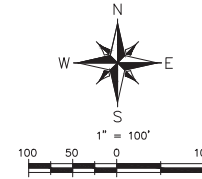
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, NOT TO BE USED FOR ANY PURPOSE.

05/20/2021

REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JURICA, R.P.L.S. NO. 6344

REPLAT ESTABLISHING LOTS D-38-R1, D-38-R2 AND D-38-R3 OF THE DOUGLAS ESTATES SUBDIVISION BEING ALL OF LOT D-38, DOUGLAS ESTATES. RECORDED IN VOLUME 1, PAGES 282-287, PLAT RECORDS, HAYS COUNTY, TEXAS



LEGEND

- SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D. 20__, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER ____

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D. 20__

RUBEN BECERRA
COUNTY CLERK
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY. PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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

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

ERIC VAN GAASBEK, R.S., C.F.M.
INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR OF DEVELOPMENT SERVICES
HAYS COUNTY DEVELOPMENT SERVICES

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FORGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER ____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20__

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

WCR
LAND SURVEYING
P.O. BOX 481 ELANCO, TX 78608
512-618-7872 RPLS6344@GMAIL.COM
TIFERALS FORM #10194135

JOB NO.: 1416-21

DRAWN BY: CJJ

CHECKED BY: CJJ

SHEET: 1 OF 1

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1549-PC; Hold a Public Hearing on August 10th, 2021 to discuss approval of the final plat of the Pico Ranch 1, Tract 1R and Tract 3, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Pico Ranch 1 is a recorded subdivision located off of Red Corral Ranch Rd in Precinct 3.

The proposed replat will establish three (3) lots or tracts: Tract 1R-1, Tract 1R-2, and Tract 3R across 94.55 acres. Water service will be provided by individual wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: August 10th, 2021

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

Hold a public hearing with possible action to approve the final plat of the Pico Ranch 1, Tract 1R and Tract 3, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Pico Ranch 1 is a recorded subdivision located off of Red Corral Ranch, a public maintained roadway. The recorded Lot 1R is a 59.62 acre lot. The proposed replat will establish 3 lots or tracts: Tract 1R-1, Tract 1R-2, and Tract 3R.

Water service will be accomplished by Individual Private Well and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities. The property is located within the Hays County Commissioner Precinct 3 boundary.

- B) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Pico Ranch 1, Tract 1R and Tract 3 will take place on August 10th, 2021 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

STAFF COMMENTS:

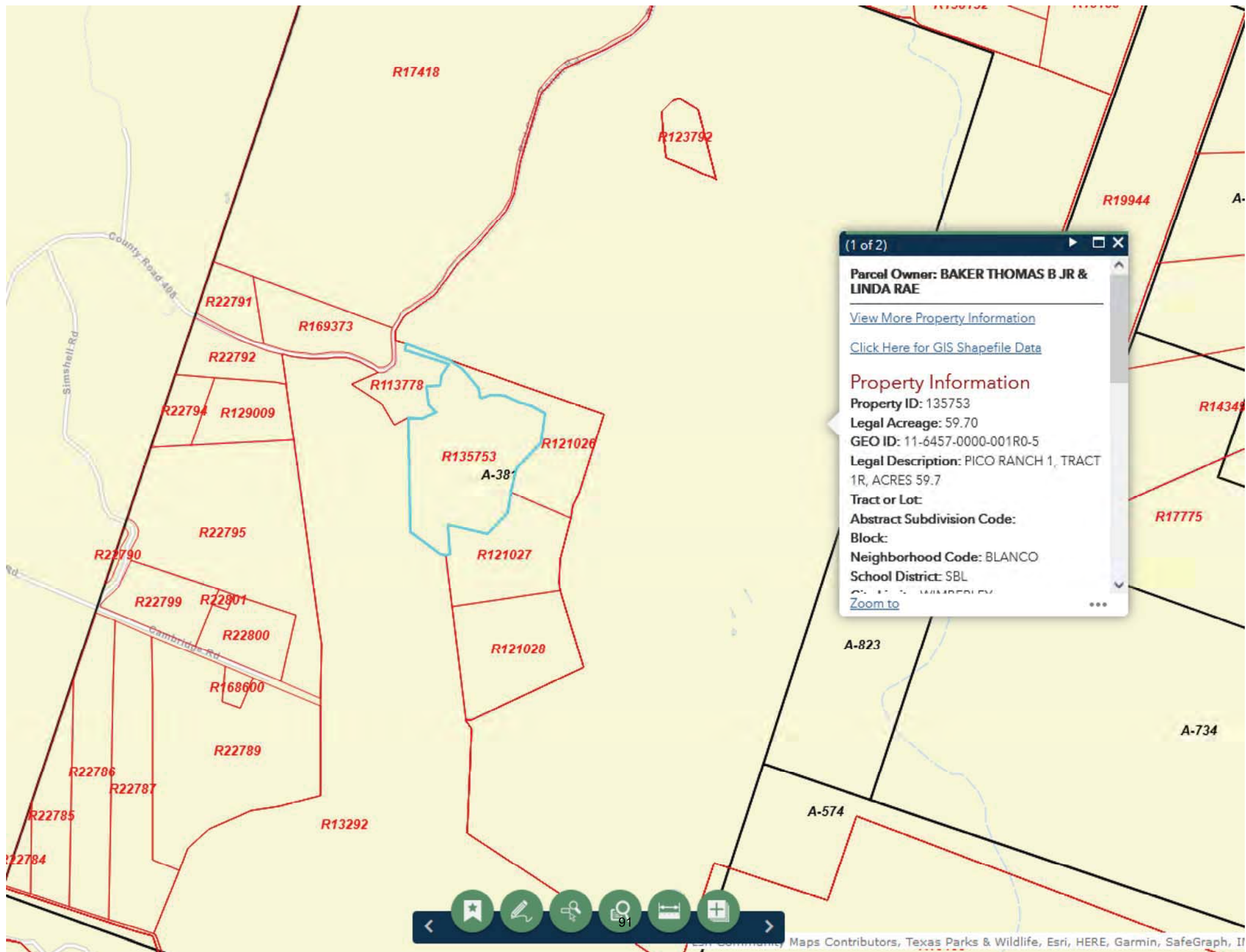
Staff has completed Technical Review for the Pico Ranch 1, Tract 1R and Tract 3, Replat. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

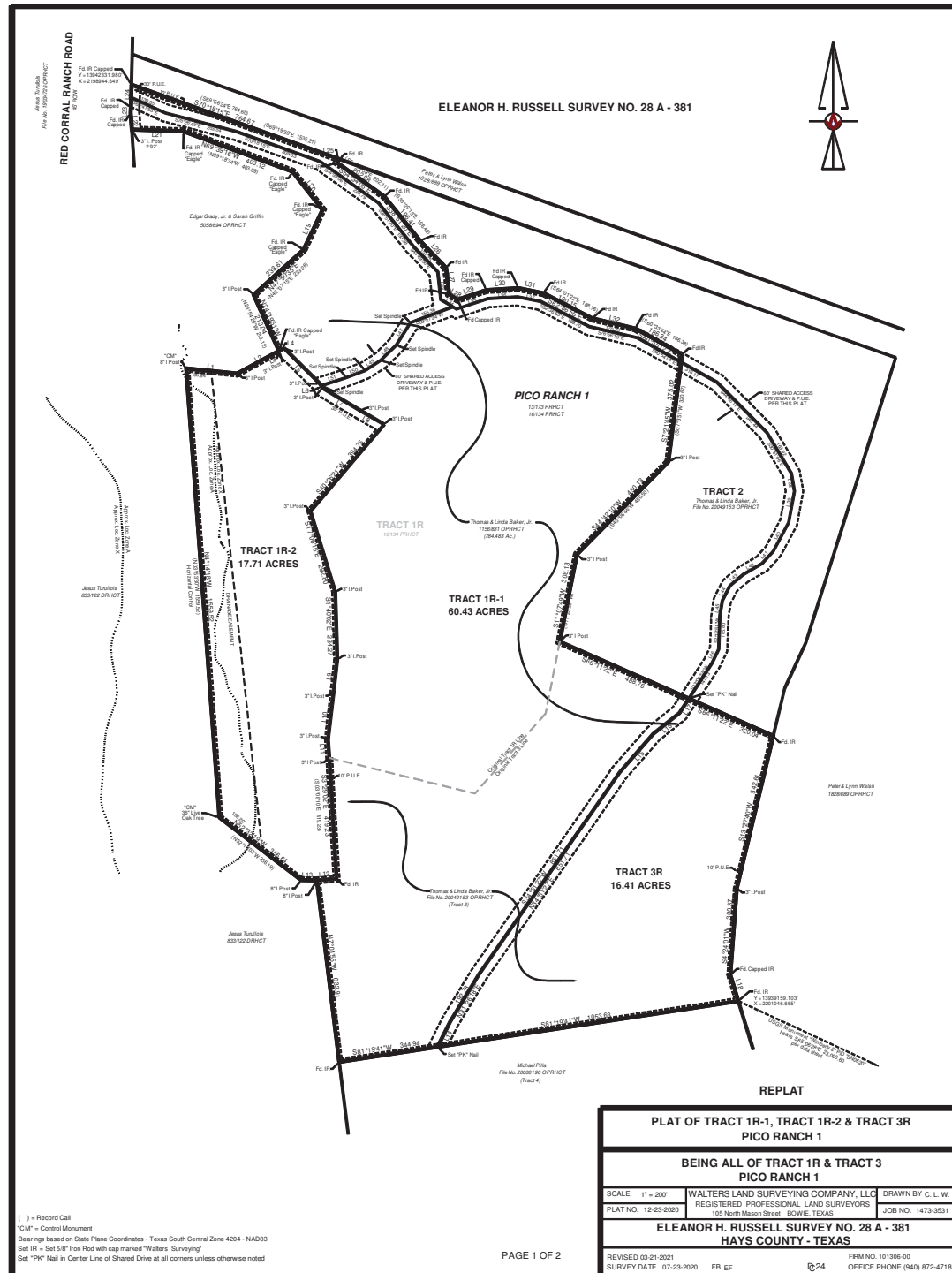
There are no variance requested and at the time this item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat





L1 NE	DI STANCE	BEARING
L1	177.36	S84°17'51"E
L2	164.53	N61°15'21"E
L3	1.08	S19°18'55"E
L4	20.59	N60°22'47"E
L5	174.01	S45°20'58"E
L6	16.55	S25°15'24"E
L7	153.30	S59°14'28"E
L8	96.29	S53°14'43"E
L9	114.28	S6°27'52"W
L10	161.74	S6°44'36"W
L11	66.16	S3°45'19"E
L12	68.67	S84°14'01"W
L13	54.26	N89°03'18"W
L14	97.29	N20°11'00"E
L15	177.25	N41°11'20"E
L16	115.33	N61°12'20"E
L17	59.80	N33°06'33"E
L18	94.92	S37°12'30"E
L19	152.86	N25°28'40"E
L20	167.66	N28°17'56"W
L21	178.70	N88°08'29"W
L22	58.19	N4°03'57"W
L23	19.91	N0°58'44"E
L24	77.40	N1°57'31"E
L25	14.80	S34°59'11"W
L26	130.61	S43°14'56"E
L27	82.43	S6°24'06"E
L28	94.43	S59°14'28"E
L29	104.80	N71°39'56"E
L30	110.92	N86°29'55"E
L31	88.98	S78°37'47"E
L32	152.86	S76°16'10"E
L33	97.03	S6°24'06"E
L34	83.04	S58°44'05"E
L35	114.73	N71°39'56"E
L36	103.10	N68°29'55"E
L37	80.85	S78°37'47"E
L38	82.75	S6°16'34"E
L39	110.57	S10°27'37"W
L40	112.49	S28°18'02"W
L41	57.53	S42°07'49"W
L42	76.27	S59°14'28"E
L43	58.88	S50°11'17"W
L44	58.27	S26°16'10"W
L45	53.67	S6°10'11"W
L46	52.78	S25°32'50"W
L47	92.52	S34°23'22"W
L48	76.11	S45°24'44"W
L49	63.77	S67°31'05"W
L50	69.16	S68°47'46"W
L51	91.86	S7°25'23"W

There is hereby dedicated a 30' utility easement along the front of all lots and a 10' utility easement along the side of all lots. If the same person owns two or more adjacent lots, then the 10' utility easement will only affect the outer boundaries of said lot.

Water provided by: Onsite water well
Sewer provided by: Onsite septic system
Electric provided by: Pademales Electric Coop

These lots are limited to Single Family Residences and no TCOE regulated businesses.

State of Texas)
Hays County)

CERTIFICATE OF RECORDING

I, Elaine H. Cardenas, County Clerk of Hays County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the ____ day of _____, A.D. 20____, at _____ o'clock _____ in the Plat Records, Hays County, Texas in Instrument Number _____.

WITNESS my hand and seal of office this the ____ day of _____, A.D. 20____.

Elaine H. Cardenas
County Clerk, Hays County, Texas

State of Texas)
Hays County)

CERTIFICATE OF COUNTY APPROVAL

I, Elaine H. Cardenas, County Clerk of Hays County, Texas do hereby certify that on the ____ day of _____, A.D. 20____, the Commissioners Court of Hays County, Texas passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said Court.
Instrument Number _____.

WITNESS MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D. 20____.

Ruben Becerra
County Judge, Hays County, Texas

Elaine H. Cardenas
County Clerk, Hays County, Texas

NOTE:
In approving this plat by the Commissioners Court of Hays County, Texas it is understood that all roads shown hereon are private roads and shall remain the property of the Subdivider and/or subsequent owners of the property. The construction, repair and maintenance of these roads and any associated drainage improvements will be the responsibility of the Subdivider and/or subsequent owners of the subdivision and will not be the responsibility of Hays County.

NOTE:
No structure in this subdivision shall be occupied until connected to an individual water supply or a state approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.
No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.
No construction or development within the subdivision may begin until all Hays County Development permit requirements have been met.

Tom Pope, R.S., C.F., M.
Hays County Floodplain Administrator

Marcus Pacheco
Director, Hays County Development Services

According to the 2015 Countywide Floodplain Study for Hays County, a portion of this tract lies in Zone A "No base flood elevations determined".

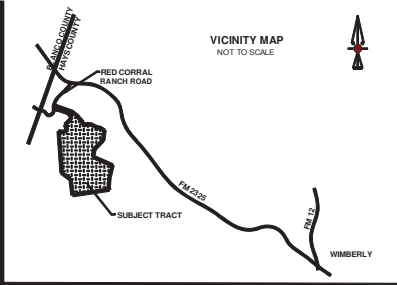
This property lies in the Blanco Independent School District.
This property does not lie in the ETJ of any city or municipality.

This property lies within the Hays County Emergency Service Districts 1 & 6

This property lies within the Hays Trinity Groundwater Conservation District
This property, as depicted, lies in the Edwards Aquifer Contributing Zone

*Under Department Regulations, this Subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat

Number of tracts: 3
TRACT 1R-1 = 60.43 Acres
TRACT 1R-2 = 17.71 Acres
TRACT 3R = 16.41 Acres
Category: 3 Tracts - 10 Acres or larger



State of Texas)
Hays County)

OWNER'S ACKNOWLEDGEMENT & REDIFICATION

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas B. Baker, Jr. & Linda Rae Baker, owners of 784.483 acres of land out of the Eleanor H. Russell Survey A-28, Hays County, Texas as conveyed to us by deed dated June 26, 1995, recorded in Volume 1156, Page 831-836, Official Public Records, Hays County, Texas and conveyed to us by deed dated October 28, 2020, recorded in File No. 20049153, Official Public Records, Hays County, Texas do hereby subdivide 94.55 acres being all of TRACT 1R PICO RANCH 1 AND TRACT 3 PICO RANCH 1, to be known as TRACT 1R-1, TRACT 1R-2 AND TRACT 3R PICO RANCH 1, Hays, County, Texas, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the future land owners the use and benefit of the easements shown hereon.

WITNESS OUR HAND, this the ____ day of _____, A.D. 20____.

Thomas B. Baker, Jr.
1111 Red Corral Ranch Road
Wimberly, Texas 78079
Date _____

Linda Rae Baker
1111 Red Corral Ranch Road
Wimberly, Texas 78079
Date _____

BEFORE ME, the undersigned authority, on this day personally appeared Thomas B. Baker, Jr. & Linda Rae Baker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D. 20____.

Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Michael Pila, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D. 20____.

Notary Public, State of Texas

State of Texas)
Hays County)

CERTIFICATE OF SURVEYOR

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Patrick L. Walters
Registered Professional Land Surveyor
No. 4614

REPLAT

PLAT OF TRACT 1R-1, TRACT 1R-2 & TRACT 3R PICO RANCH 1			
BEING ALL OF TRACT 1R & TRACT 3 PICO RANCH 1			
SCALE 1" = 200'	WALTERS LAND SURVEYING COMPANY, L.L.C. REGISTERED PROFESSIONAL LAND SURVEYORS 105 North Mason Street BOWIE, TEXAS	DRAWN BY C. L. W. JOB NO. 1473-3531	
ELEANOR H. RUSSELL SURVEY NO. 28 A - 381 HAYS COUNTY - TEXAS			
REVISED 03-21-2021 SURVEY DATE 07-23-2020 FB (F)		FRM NO. 101306-00 OFFICE PHONE (940) 872-4718	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1658-PC; Call for a Public Hearing on August 24th, 2021 to discuss final action regarding the Booky T Subdivision, Lot 1, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SMITH

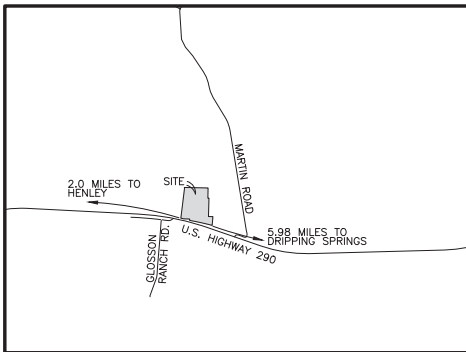
CO-SPONSOR

N/A

SUMMARY

Booky T Subdivision is a recorded subdivision located off of US Highway 290 West in Precinct 4.

The proposed replat will divide the existing Lot 1, consisting of 10.65 acres, into two (2) lots: Lot 1A and Lot 1B. Water utility will be achieved by individual private wells. Wastewater treatment will be accomplished by individual advanced on-site sewage facilities.



VICINITY MAP - 1"=2000'

DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (1) A PERMIT FOR THE USE OF THE COUNTY ROADWAY RIGHT OF WAY HAS BEEN ISSUED UNDER CHAPTER 751 AND (2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

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

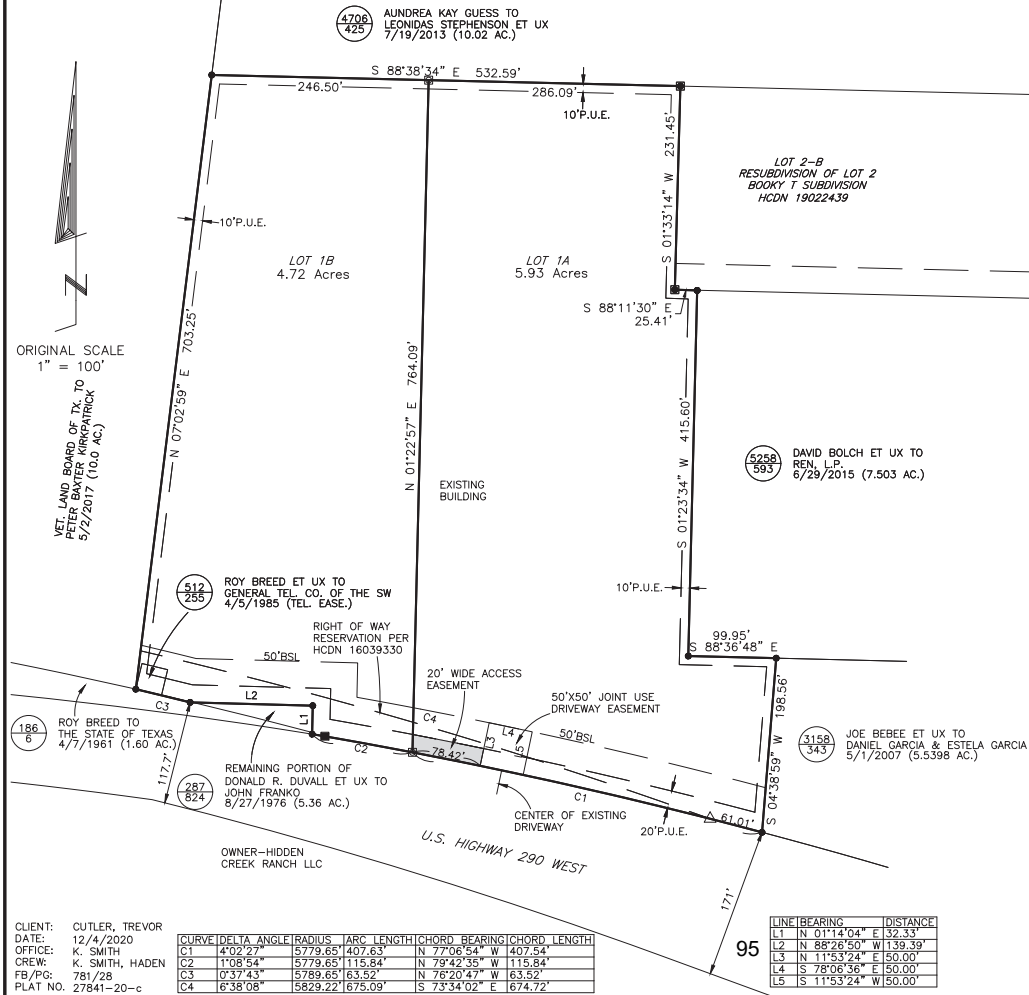
LOT SIZE CATEGORIES

TOTAL AREA = 10.65 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 5.325 ACRES
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 - 10 ACRES = 1
NUMBER OF LOTS 2 - 5 ACRES = 1
NUMBER OF LOTS 1 - 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC - PEDERNALES ELEC. COOP.
WATER - WATER WELLS OR RAINWATER COLLECTION
SEWER - INDIVIDUAL ON-SITE SEWAGE FACILITIES

LEGEND

- VOL HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- PG 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- PG 1/2" IRON ROD FOUND OR DIAMETER NOTED
- PG IRON ROD FOUND WITH PLASTIC CAP STAMPED "4404"
- PG WIRE FENCE
- PG UTILITY LINE, POLE AND GUY
- PG PUBLIC UTILITY EASEMENT
- PG HCN HAYS COUNTY INSTRUMENT NUMBER



SURVEYOR'S NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0085F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. ACCORDING TO SCALING FROM EDWARDS AQUIFER MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
5. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
6. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S INCORPORATED CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
7. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
8. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
9. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
11. ACCORDING TO THE PLAT OF BOOKY T SUBDIVISION, THIS SUBDIVISION IS SUBJECT TO THE FOLLOWING EASEMENTS:
 - 10'P.U.E. EACH SIDE OF INTERIOR PROPERTY LINES
 - 10'P.U.E. ALONG PERIMETER PROPERTY LINES
 - 20'P.E.C. EASEMENT CENTERED ON EXISTING UTILITY LINES
 - 20'P.U.E. ALONG HIGHWAY 290
12. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THIS PLAT.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, TOY BOX SELF STORAGE, LLC, OWNER OF LOT 1, BOOKY T SUBDIVISION, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED FEBRUARY 22, 2016, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 16005612 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY RESUBDIVIDE THIS PROPERTY TO BE KNOWN AS RESUBDIVISION PLAT OF LOT 1, BOOKY T SUBDIVISION, HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

TREVOR CUTLER
EXECUTIVE OFFICER
TOY BOX SELF STORAGE, LLC
507 MOUNTAIN CREST DR.
WIMMERLEY, TX 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TREVOR CUTLER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN

INSTRUMENT NUMBER _____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT

____ O'CLOCK ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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

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

ERIC VAN GAASBECK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

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



BYRN & ASSOCIATES, INC.

SURVEYING

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

RESUBDIVISION PLAT OF LOT 1, BOOKY T
SUBDIVISION HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a contract with the Department of State Health Services (DSHS) in the amount of \$330,000.00 for activities in relation to the Public Health Workforce Grant Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 10, 2021	N/A

LINE ITEM NUMBER

120-675-99-154]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

On July 13, 2021 the Commissioners Court authorized the submission of a grant application with the Department of State Health Services, Public Health Workforce program. The purpose of the program is to expand the workforce of local health departments and increase health equity. The grant funds will be used to hire three positions - one Community Program Manager and two Community Outreach Specialists.

Contract Number: HHS001078600001

Funding is in the amount of \$330,000 and the grant contract is effective on the date of signature and will expire June 30, 2023.

Budget Amendment:

(\$330,000) - Increase Intergovernmental Revenue
\$195,992 - Increase Staff Salaries
\$112,276 - Increase Fringe Benefits
\$ 1,120 - Increase Travel
\$ 3,000 - Increase Office Supplies
\$ 4,050 - Increase Computer Equipment_Operating (3 laptops)
\$ 1,400 - Increase Data Supplies
\$ 5,000 - Increase Printing
\$ 4,500 - Increase Telephone & Data Lines
\$ 1,500 - Increase Adobe Pro
\$ 1,162 - Increase Public Notices

INTERLOCAL COOPERATION CONTRACT
THE DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001078600001

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and Hays County (“Local Government,” “Grantee,” “Performing Agency,” or “Contractor”), each a “Party” and collectively the “Parties,” enter into the following contract for activities to establish, expand, train and sustain public health workforce in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC).

I. PARTIES

The following will act as the Representative authorized to act on behalf of their respective Party.

System Agency

Name: Department of State Health Services
 Address: 1100 W. 49th Street, MC 1990
 City and Zip: Austin, TX 78756
 Contact Person: Beverly Taylor
 Telephone: 512-776-2284
 Fax number: 512-776-7391
 E-Mail Address: Beverly.Taylor@dshs.texas.gov
 Agency Number: 537

Local Government

Name: Hays County
 Address: 712 S. Stagecoach Trail, Suite 1045
 City and Zip: San Marcos, Texas 78666
 Contact Person: Tammy Crumley
 Health Department:
 Main Line: 512 878 6673
 E-Mail Address: tammy.crumley@co.hays.tx.us

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on June 30, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both Parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed \$330,000.00, as provided for in **Attachment B – Budget**.

VI. LEGAL NOTICES

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

System Agency

Department of State Health Services
1100 W. 49th Street, MC 1911
Austin, TX 78756
Attention: Office of General Counsel

Local Government

Name: Tammy Crumley
Address: 712 S. Stagecoach Trail, Suite 1045
City & San Marcos, Texas 78666
E-Mail Address: tammy.crumley@co.hays.tx.us

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- (3) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this Contract under Texas Government Code, Chapter 791, Texas Health and Safety Code, Chapter 81, and Texas Government, Code 531.

The Local Government further certifies that it has statutory authority to contract for the services described in this Contract under Texas Government Code, Chapter 791.

VIII. ADDITIONAL GRANT INFORMATION

In accordance with 2 CFR 200.331(A), if any of the following information is not available at time of contract execution, then it will be provided to the Grantee by a Technical Guidance Letter.

Federal Award Identification Number (FAIN): NU90TP922165

Federal Award Date: 5/20/2021

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

CFDA Name and Number: Federal, 93.354

Awarding Official Contact Information: Ms. Sylvia Reeves, 770-488-2739, qpg0@cdc.gov

DUNS: 807391511

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT No. HHS001078600001

THE DEPARTMENT OF STATE HEALTH SERVICES HAYS COUNTY

Signature

Printed Name

Title

Date

Signature

Ruben Becerra

Printed Name

Hays County Judge

Title

Date

**THE FOLLOWING ATTACHMENTS TO THIS CONTRACT ARE HEREBY
INCORPORATED BY REFERENCE AND MADE PART OF THIS CONTRACT:**

- ATTACHMENT A – STATEMENT OF WORK**
- ATTACHMENT B – BUDGET**
- ATTACHMENT C – FISCAL FEDERAL ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
CERTIFICATE**
- ATTACHMENT D – HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY,
VERSION 3.0**
- ATTACHMENT E – DATA USE AGREEMENT**
- ATTACHMENT F – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT G – CONTRACT AFFIRMATIONS 1.8**

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Establish, expand, train and sustain public health workforce in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC).
- B. Complete all activities required and allowable under this Contract by June 30, 2023.
- C. Perform required activities intended to slow the transmission of COVID-19, minimize morbidity and mortality, preserve function of healthcare workforce and infrastructure, and minimize social and economic impacts. Required activities include:
 - 1. Hire public health personnel (professional, clinical, disease investigation, program and/or administrative) in support of COVID-19 and infectious disease preparedness and response. Personnel may be permanent full or part-time staff, temporary or term-limited staff, fellows, interns and/or contracted employees.
 - 2. Establish a formal committee that will ensure Grantee's health programs, methods and outcomes meet the diverse needs of the communities served.
 - a. Within 30 days of Contract execution, submit a roster of this committee that describes how members are reflective of the communities to be served and can best address community public health needs to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager.
 - b. Within 60 days of Contract execution, submit proposed plan to address health disparities, and your training plan to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager, using the template provided by System Agency.
 - 3. Provide training for staff to be equipped to address health disparities appropriately, as recommended by the committee, to existing and new staff, focusing on issues relevant to the local communities served.
- D. Funds cannot be used for research, clinical care, medical or clinical supplies, fund-raising activities, construction or major renovations, to supplant existing state or federal funds for activities, purchase of vehicles of any kind (including mobile medical clinics), clothing to include uniforms or scrubs or funding an award to another party or provider who is ineligible. Any furniture/cubicle purchases will require PRIOR approval by System Agency. Funds cannot be used for the preparation, distribution, or use of any material (publicity or propaganda) or to pay the salary or expenses of grant recipients, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body beyond normal, recognized executive relationships.
- E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as amended.

**ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion**

- F. The following documents and resources are incorporated herein by reference and made a part of this Contract as if fully set forth therein:
1. DSHS and CDC Public Health Crisis Response Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP18-1802;
 2. Project workplan
- G. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- H. Expenses are eligible for reimbursement review and payment in alignment with the Grant Award effective date of July 1, 2021.

II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

DSHS will develop performance measures in collaboration with the Grantee.

III. REPORTING REQUIREMENTS

Grantee, at the request of the System Agency, may be required to submit additional reports determined necessary to accomplish the objectives of and monitor compliance with this Contract. Grantee must submit reports in a format specified by the System Agency. Grantee will provide System Agency financial reports as System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

Grantee will provide and submit written reports, by electronic mail in the format specified by System Agency. Grantee will complete and submit the bi-annual program and financial reports by the 5th business day of each month. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, telephone number, program name, contract or purchase order number, dates services were completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received.

- A. Submit local health entity COVID-19 Workforce Expansion progress reports and spend

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

plans within an established timeframe designated by the System Agency, using the template provided by System Agency. Progress reports will include status updates on meeting hiring goals, addressing health disparities and reporting progress through financial reports. Failure to submit a required report or additional requested information by the due date specified in this Contract listed below or upon request constitutes breach of contract and may result in delay of payment. Reports should be sent electronically to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager.

Progress Reports – due	7-Jan-22
Progress Reports – due	7-Jul-22
Progress Reports – due	9-Jan-23
Progress Reports – due	7-Jul-23

- B. Submit a final performance report that describes progress toward achieving the objectives contained in the approved workplan and deliverables contained in this Contract to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager, 30 days after end of Contract period, using the template provided by System Agency.

IV. INVOICE AND PAYMENT

- A. Grantee will request payment monthly using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation, and Financial Status Reports should be mailed or emailed to the addresses below.

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

EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

B-13s and supporting documentation should be sent to: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

FSRs should be sent to: FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

- B. Grantee will be reimbursed monthly and in accordance with Attachment B, Budget. Reimbursement shall be subject to the submission of required and appropriate documentation, and in accordance with applicable law and governing regulations.

Attachment B
Budget

Budget Categories	DSHS Funding
Personnel	\$195,992
Fringe Benefits	\$112,276
Travel	\$1,120
Equipment	\$0
Supplies	\$8,450
Contractual	\$0
Other	\$12,162
Total Direct Costs	\$330,000
Indirect Cost Rate Amount	\$0
Contract Total	\$330,000

Attachment C

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	

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

Attachment C

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

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

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

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

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

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

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

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

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

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

C. Certification Regarding Public Access to Compensation Information.

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

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

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

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;

Sally Tom:300000

Provide compensation information here:



TEXAS

Health and Human Services

Health and Human Services (HHS)

**Uniform Terms and Conditions -
Governmental Entity**

Version 3.0

Published and Effective - March 1, 2020

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“[Attachment](#)” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“[Deliverable](#)” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Goods](#)” means supplies, materials, or equipment.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“[Health and Human Services](#)” or “[HHS](#)” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and

- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Performing Agency, collectively.

“[Party](#)” means either the System Agency or Performing Agency, individually.

“[Performing Agency](#)” means the State Agency providing the goods or services defined in this Contract.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Receiving Agency](#)” means the State agency receiving the benefit of the goods or services provided under this Contract.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract and as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Performing Agency under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Performing Agency’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Performing Agency and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Performing Agency to perform part or all of the obligations of Performing Agency under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“**Third Party IP**” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“**Work**” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“**Work Order**” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

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

1.2 INTERPRETIVE PROVISIONS

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

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

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

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
- i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,
- iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

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

4.3 FEDERAL ASSURANCES

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

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

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Performing Agency hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

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

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

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

5.6 SURVIVAL

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

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Performing Agency is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

- A. Performing Agency shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

7.2 AGENCY'S RIGHT TO AUDIT

- A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.

- B. In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Performing Agency must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.4 STATE AUDITOR'S RIGHT TO AUDIT

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

7.5 CONFIDENTIALITY

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Performing Agency under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

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

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

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

8.3 TERMINATION FOR CAUSE

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

i. Material Breach

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

ii. Failure to Maintain Financial Viability

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

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE IX. GENERAL PROVISIONS

9.1 AMENDMENT

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

9.2 INSURANCE

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

9.3 LIMITATION ON AUTHORITY

- A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.
- B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

- C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

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

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

9.6 E-VERIFY PROGRAM

Performing Agency certifies that for Contracts for Services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Performing Agency to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

9.7 PERMITTING AND LICENSURE

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

9.8 SUBCONTRACTORS

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent Performing Agencies in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

9.10 GOVERNING LAW AND VENUE

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

9.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

9.12 SURVIVABILITY

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

9.13 FORCE MAJEURE

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

9.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.15 NO IMPLIED WAIVER OF PROVISIONS

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

9.16 MEDIA RELEASES

- A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without

System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

- B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.17 NO MARKETING ACTIVITIES

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Performing Agency as part of the Work.

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

9.19 SOVEREIGN IMMUNITY

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

9.20 ENTIRE CONTRACT AND MODIFICATION

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

9.21 COUNTERPARTS

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

9.22 CIVIL RIGHTS

- A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- B. Performing Agency shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency's to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- D. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- E. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- F. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.
- G. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no

more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

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

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

9.24 DISCLOSURE OF LITIGATION

- A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

9.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

9.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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HHS DATA USE AGREEMENT

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

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

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

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

ARTICLE 2. DEFINITIONS

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

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

“**Authorized User**” means a Person:

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

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

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

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

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

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

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

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

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

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

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

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

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

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

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

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

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

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

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

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

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

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

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

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

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

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

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

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

(C) Breach Notice:

(1) Initial Notice.

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

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

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

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

(a) The date the Event or Breach occurred;

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

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

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

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

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

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

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

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

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

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

ARTICLE 5. STATEMENT OF WORK

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

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

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

6.02 HHS Commitment and Obligations

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

6.03 HHS Right to Inspection

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

6.04 Term; Termination of DUA; Survival

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

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

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

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

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

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

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

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

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

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

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

6.05 Governing Law, Venue and Litigation

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

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

6.06 Injunctive Relief

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

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

6.07 Responsibility.

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

6.08 Insurance

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

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

6.08 Fees and Costs

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

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
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APPLICANT ORGANIZATION	DATE SUBMITTED
<div style="border: 1px solid black; height: 20px; width: 100%; background-color: yellow;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%; background-color: yellow;"></div>

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HEALTH AND HUMAN SERVICES
Contract Number HHS001078600001
EXHIBIT/ATTACHMENT G. CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this

Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Contractor represents and warrants that it is in compliance with Section 161.0085(c) of the Texas Health and Safety Code and eligible, pursuant to that section, to receive a grant or enter into a contract payable with state funds.

41. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

42. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

43. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

44. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

45. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

46. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

47. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

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

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Payee ID No. – 11 digits

Texas Franchise Tax Number

Texas Secretary of State Filing Number

Certificate Of Completion

Envelope Id: 38592F885CDC4612A1846D7325A26063

Status: Sent

Subject: HHS001078600001, Hays County, Base Contract

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Signer Events**Signature****Timestamp**

Ruben Becerra

judge.becerra@co.hays.tx.us

Hays County Judge

Hays County

Security Level: Email, Account Authentication
(None)

Sent: 8/2/2021 8:41:00 AM

Viewed: 8/2/2021 12:25:32 PM

Electronic Record and Signature Disclosure:

Accepted: 8/2/2021 12:25:32 PM

ID: bc736aa4-176f-46ff-ab1f-e100c0031d38

Jonah Wilczynski

Jonah.Wilczynski@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/2/2021 11:46:13 AM

ID: 8e6586d9-b216-4504-9187-3a51cfefadfd

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/2/2021 12:17:45 PM

ID: d82d1e7c-a072-4b17-a0b9-63d90d3ed840

Dave Gruber

David.Gruber@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 1/3/2021 4:48:45 PM

ID: bd2f4497-b4dc-4c51-9974-71b86780cff4

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
<p>Carbon Copy Events</p> <p>Jennifer Boggs Jennifer.Boggs@dshs.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>CMS Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Beverly Taylor Beverly.Taylor@dshs.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Simone Corprew simone.corprew@co.hays.tx.us Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/2/2021 8:41:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact DSHS Contract Management Section:

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

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

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 acceptance of U.S. Department of the Treasury Coronavirus State Fiscal Recovery Funds.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T. Crumley

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. Recipients may use these funds to:

- Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

Period of Performance: The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024

The Grant Terms will be signed electronically via. DocUsign.

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Hays County 712 S. Stagecoach Trail San Marcos, Texas, 78666	DUNS Number: 097494884 Taxpayer Identification Number: 746002241 Assistance Listing Number: 21.027
---	--

Sections 602(b)(2) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative: Ruben Becerra

Title: County Judge

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.11

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Hays County

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to adopt an order by the Commissioners Court of Hays County, Texas authorizing the issuance of "Hays County, Texas Limited Tax Bonds"; levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale and delivery of the bonds; delegating authority to certain members of the Commissioners Court and County staff to execute certain documents relating to the sale of the bonds; authorizing the execution of a paying agent/registrar agreement; and providing an effective date.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

At the July 13, 2021 meeting of the Commissioners Court, the Court gave direction to staff and consultants regarding the issuance of Parks and Open Space bonds that were approved during the 2020 General Election. Dan Wegmiller will be in attendance to discuss.

AN ORDER BY THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

AUTHORIZING THE ISSUANCE OF

“HAYS COUNTY, TEXAS LIMITED TAX BONDS”; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS; DELEGATING AUTHORITY TO CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

Adopted: August 10, 2021

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SCHEDULE I – Form of Approval Certificate
EXHIBIT A – Form of Paying Agent/Registrar Agreement
EXHIBIT B – Description of Annual Financial Information

AN ORDER BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF “HAYS COUNTY, TEXAS LIMITED TAX BONDS”; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS; DELEGATING AUTHORITY TO CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hays County, Texas (the “County”), acting through its Commissioners Court of the County (the “Commissioners Court”), is authorized by the Constitution and the laws of the State of Texas, particularly Chapter 1251, Texas Government Code, as amended, and Chapter 331, Texas Local Government Code, as amended, to issue bonds to acquire or improve land, buildings, or historically significant objects for park purposes; and

WHEREAS, at an election held on November 3, 2020 (the “Election”), in the County, the resident, qualified electors in the County authorized the issuance of \$75,000,000 (the “Park Authorization”) in bonds for the purpose of the construction, improvement, renovation, equipment and acquisition of land and interests in land, buildings and facilities for park and recreational purposes, including but not limited to the construction and improvement of parks and the acquisition of land and interests in land in connection therewith; acquisition of open space and conservation land and acquisition of conservation easements on land for any authorized purposes, including to ensure its availability for recreational, or open-space use, or to protect wildlife habitat and the water quality of creeks, rivers and springs; protection of natural resources by minimizing flood risks and improving flood safety; and improvement of connectivity through the acquisition of land, construction and improvement of trails, sidewalks and related infrastructure (the “Park Proposition”); and

WHEREAS, the Commissioners Court hereby finds and determines that it is necessary and advisable to authorize the issuance and sale of limited tax general obligation bonds of the County in the total principal amount (including any net premium counted towards the Park Authorization from the Election) not to exceed \$50,000,000 (the “Bonds”), such Bonds being limited tax general obligation bonds approved and authorized to be issued at the Election for the purposes described in the Park Proposition; and

WHEREAS, pursuant to Section 1371.053, as amended, Texas Government Code, as amended, the Commissioners Court desires to delegate the authority to effect the sale of the Bonds to an Authorized Representative (as defined herein); and

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Texas Local Government Code, the Commissioners Court hereby finds and determines that this Order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of the limited tax bonds from the Park Authorization is in the best interests of the County and its citizens; and now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS THAT:

SECTION 1. Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 20 and 37 of this Order have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. “Approval Certificate” means one or more approval certificates approved by the Authorized Representative in connection with the issuance of a series of Bonds issued under this Order.

B. “Authorized Representative” means one or more of the County Judge, County Clerk and Ex-Officio Clerk of the Commissioners Court, County Treasurer, County Auditor and/or the General Counsel to the Commissioners Court.

C. “Bond Counsel” means Orrick, Herrington & Sutcliffe LLP or such other firm of nationally recognized bond counsel appointed by the County.

D. “Bond Date” means the date of the Bonds as designated by the Approval Certificate.

E. “Bond Fund” means the special fund created and established by the provisions of Section 10 of this Order.

F. “Bonds” means the “HAYS COUNTY, TEXAS LIMITED TAX BONDS, SERIES _____”^{*} authorized by this Order and subject to the terms and conditions set forth in the Approval Certificate, including the designation of the series, and certified or authenticated and delivered hereunder, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term “Bond” means any of the Bonds.

G. “Chapter 1371” means, Chapter 1371, as amended, Texas Government Code.

H. “Closing Date” means the date of physical delivery of the Initial Bond(s) in exchange for the payment in full by the Initial Purchaser thereof.

I. “Code” means the Internal Revenue Code of 1986, as amended.

^{*} To be completed in accordance with the Approval Certificate.

J. “County” means Hays County, Texas and, where appropriate, the Commissioners Court of the County as its governing body.

K. “Debt Service Requirements” means, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the County as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

L. “Depository” means an official depository bank of the County.

M. “DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

N. “Expiration Date” means the expiration date specified in Section 2 of this Order.

O. “Fiscal Year” means the annual financial accounting period for the County now ending on September 30th of each year; provided, however, the Commissioners Court may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

P. “Government Securities” means defeasance escrow securities permitted by Section 1207.062, Texas Government Code or other applicable law.

Q. “Initial Purchaser” means, collectively, the initial purchaser or purchasers or the underwriter or underwriters of the Bonds named in Approval Certificate.

R. “Interest Payment Date” means the date semiannual interest is payable on the Bonds commencing on the interest commencement date as specified in the Approval Certificate, while any of the Bonds remain Outstanding.

S. “Order” means this order adopted by the Commissioners Court of the County authorizing the issuance of the Bonds.

T. “Outstanding” when used in this Order with respect to Bonds means, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the County in accordance with the provisions of Section 22 of this Order; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 18 of this Order.

U. “Owner” or “Owners” means any Person who shall be the registered owner of any outstanding Bonds on the Security Register; provided, however, if the Bonds are in a securities depository system, registered owner shall include the beneficial owner of the Bonds.

V. “Paying Agent/Registrar” means the paying agent/registrar designated by the Authorized Representative in an Approval Certificate, such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of the Paying Agent/Registrar in accordance with this Order.

W. “Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision of a government.

X. “Purchase Contract” means a purchase contract between the County and the Initial Purchaser approved by an Authorized Representative.

Y. “Record Date” means the date specified in Section 4 of this Order upon which the Person to whom payment is due on any Bond is determined, or as otherwise specified in the Approval Certificate.

Z. “Representation Letter” means the Blanket Letter of Representations between the County and DTC.

AA. “Rule” means Rule 15c2-12 of the United States Securities and Exchange Commission.

BB. “Security Register” means the register specified in Section 4 of this Order.

CC. “Stated Maturity” when used with respect to any Bond, means the date specified in such Bond as the fixed date on which the principal of such Bond is due and payable.

SECTION 2. Authorization; Designation; Principal Amount; Purpose. Limited tax general obligation bonds of the County shall be and are hereby authorized to be issued from time to time in one or more series in the aggregate principal amount (including any net premium counted towards voted authorization) not to exceed \$50,000,000, to be designated and bear the title of “Hays County, Texas Limited Tax Bonds, Series _____”^{*} (the “Bonds”), for the purpose of providing funds for (i) the construction, improvement, renovation, equipment and acquisition of land and interests in land, buildings and facilities for park and recreational purposes, including but not limited to the construction and improvement of parks and the acquisition of land and interests in land in connection therewith; acquisition of open space and conservation land and acquisition of conservation easements on land for any authorized purposes, including to ensure its availability for recreational, or open-space use, or to protect wildlife habitat and the water

^{*} To be completed in accordance with the Approval Certificate.

quality of creeks, rivers and springs; protection of natural resources by minimizing flood risks and improving flood safety; and improvement of connectivity through the acquisition of land, construction and improvement of trails, sidewalks and related infrastructure, and (ii) payment of the costs of issuance relating to these Bonds, all in conformity with the laws of the State of Texas, particularly Chapter 1251, Texas Government Code, as amended, and Chapter 331, Texas Local Government Code, as amended, the Election, and this Order. The series of such Bonds shall be designated by an Authorized Representative in the Approval Certificate.

As authorized by Chapter 1371, each Authorized Representative is hereby authorized, appointed, and designated as a representative of the County authorized to act on behalf of the County in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Order, including approval of the following terms and provisions for the Bonds:

- (1) the aggregate principal amount of the Bonds and of each maturity of the Bonds;
- (2) the series designation of the Bonds;
- (3) the rate of interest to be borne on the principal amount of each maturity;
- (4) the interest payment dates;
- (5) the extraordinary, optional, and/or mandatory redemption provisions;
- (6) the pricing of the Bonds, including use of premium, discount, underwriters' discount, and costs of issuance;
- (7) the bond insurer, if any;
- (8) selection, replacement or confirmation, as applicable, of the Paying Agent/Registrar;
- (9) the method by which the Bonds will be sold (competitive sale, negotiated underwriting, or direct private placement), including replacement, or confirmation, as applicable, of the underwriting syndicate, to consist of one or more financial institutions included in the County's underwriters pool, and the establishment or confirmation, as applicable, of the respective roles of the members of such syndicate, which approval, replacement, and establishment (if any) shall supersede prior action or actions of the Commissioners Court concerning the same;
- (10) the form in which the Bonds shall be issued; and
- (11) all other terms and provisions of the Bonds and all other matters relating to the issuance, sale and delivery thereof, all of which shall be specified in the Approval Certificate.

The Bonds shall be issued within the following parameters:

- (1) The principal amount (including any net premium counted towards voted authorization) of the Bonds authorized to be issued pursuant to this Order shall not exceed \$50,000,000;
- (2) The maximum maturity of the Bonds shall be thirty (30) years after their date; and
- (3) The maximum net effective per annum interest rate shall not exceed a rate greater than 4.00%, calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code.

Any Authorized Representative, acting for and on behalf of the County, is authorized to execute the Approval Certificate in substantially the form attached hereto as *Schedule I*. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the County to the Initial Purchaser in accordance with the provisions of Chapter 1371 and as set forth in *Schedule I*. It is further provided, however, that notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery, the Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

Any Authorized Representative may approve modifications to this Order to conform to the terms of the Bonds, as approved by the Authorized Representative, and execute any instruments, agreements and other documents as the Authorized Representative shall deem necessary or appropriate in connection with the issuance, sale and delivery of the Bonds pursuant to this Order. Any finding by the Authorized Representative relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Commissioners Court.

The authority of an Authorized Representative to act on behalf of the Commissioners Court in selling Bonds conferred by this Section and to execute an Approval Certificate and a Purchase Contract shall expire at 11:59 p.m. on the 365th day following the date of this Order (the "Expiration Date"). Bonds sold pursuant to an Approval Certificate and a Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Commissioners Court hereby determines that the delegation of the authority to the Authorized Representative to approve the final terms and conditions of each series of the Bonds as set forth in this Order is, and the decisions made by the Authorized Representative pursuant to such delegated authority and incorporated in an Approval Certificate will be, in the best interests of the County and shall have the same force and effect as if such determination were made by the Commissioners Court, and the Authorized Representative is hereby authorized to make and include in an Approval Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Representative relating to the issuance, sale and delivery of the Bonds and the execution of the Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the Commissioners Court. Upon execution of the

Approval Certificate, Bond Counsel is authorized to revise and complete this Order, if necessary, to reflect such final terms.

SECTION 3. Fully Registered Obligations; Authorized Denominations; Stated Maturities; Interest Rates; Bond Date. The Bonds shall be numbered consecutively from R-1 upward. The Bonds shall be in denominations of principal equal to \$5,000 or any integral multiple thereof. The Bonds shall bear interest at the rates, mature, serially or otherwise, on the dates, in the years, and in the principal amounts, respectively, and dated all as set forth in the Approval Certificate to be executed and delivered by the Authorized Representative pursuant to Section 2 of this Order. The Approval Certificate is hereby incorporated in and made a part of this Order and, if deemed necessary or desirable, shall be filed in the minutes of the Commissioners Court as a part of this Order.

The Bonds shall bear interest on the unpaid principal amounts from the Bond Date or as otherwise provided in the Approval Certificate, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption at the rates per annum shown in the schedule provided in the Approval Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on each Interest Payment Date.

SECTION 4. Payment of Bonds; Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the Owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Authorized Representative's selection and appointment of the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the County agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the "Security Register") for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto in substantially final form as *Exhibit A*, and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. The County covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The County reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the County agrees to promptly cause a written notice of this substitution to be sent to each Owner of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Both principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Owner or Owners maintained on behalf of the County by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date for purposes of payment of interest on the Bonds, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof at the Bonds' Stated Maturity or upon redemption of the Bonds, and (iii) on any other date for any other purpose. The County and the Paying Agent/Registrar, and any agent of either, shall treat the Owner as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Unless otherwise specified in the Approval Certificate, interest on the Bonds shall be paid to the Owner whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Bonds (the "Record Date") and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Owner appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Owner at the Owner's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" – which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5. Redemption.

A. Mandatory Redemption. The Bonds shall be subject, if at all, to mandatory redemption before their scheduled maturity as provided in the Approval Certificate.

B. Optional Redemption. The Bonds shall be subject, if at all, to optional redemption, before their scheduled maturity as provided in the Approval Certificate.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. If necessary or desirable, the decision of the County to exercise the right to redeem Bonds shall be entered in the minutes of the Commissioners Court of the County.

D. Selection of Bonds for Redemption. If less than all of the Bonds are to be redeemed, the particular Bonds to be redeemed will be selected by the County in integral multiples of \$5,000 within any one Stated Maturity (which for these purposes shall include mandatory sinking fund payments). If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot or other customary method the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the County and at the County's expense, by the Paying Agent/Registrar to each Owner of a Bond to be redeemed in whole or in part at the address of the Owner appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Owner.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Owner. If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Order. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including,

but not limited to, *The Texas Bond Reporter*). Additionally, this notice may also be sent by the County to any registered securities depository and to any national information service that disseminates redemption notices.

SECTION 6. Execution; Registration. The Bonds shall be executed on behalf of the County by its County Judge under the seal of the Commissioners Court reproduced or impressed thereon, registered by the County Treasurer, and countersigned by the County Clerk and Ex-Officio Clerk of the Commissioners Court. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of execution, the proper officers of the County shall bind the County, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Initial Purchaser and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C hereof, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 9D hereof, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 7. Registration; Transfer; Exchange of Bonds; Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every Owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/ Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the County shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Owner, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the County shall execute, and the Paying Agent/Registrar shall register and deliver the Bonds to the Owner requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Owner at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the County, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Owner, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Owner requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 18 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the County nor the Paying Agent/Registrar shall be required to transfer or to exchange any Bond during the period beginning on a record date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Bond called for redemption, in whole or in part, during the 45-day period prior to the date fixed for redemption of such Bond; provided, however, such limitation of transfer is not applicable to an exchange by the Owner of the uncalled balance of a Bond.

SECTION 8. Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered Bond in the aggregate principal amount and with principal installments to become due and payable as provided in the Approval Certificate and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount, interest rate, and denomination and to be numbered consecutively from T-1 and upward (collectively, the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the Initial Purchaser or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the Initial Purchaser, or their designee, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Owners named and at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Initial Purchaser, or their designee, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as may, consistent herewith, be established by the County or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
HAYS COUNTY, TEXAS
LIMITED TAX BOND, SERIES 20__*

Bond Date: _____ Interest Rate: _____ Stated Maturity: _____ CUSIP No: _____
_____, 20__*

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

Hays County, Texas (the "County"), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof (the "Owner"), on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Bond Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year, commencing _____, 20__* (each an "Interest Payment Date").

Principal and premium, if any, on this Bond shall be payable to the Owner hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day* of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Owner hereof at the Owner's risk and expense.

* To be completed in accordance with the Approval Certificate.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ * (the "Bonds") pursuant to the authority conferred at an election held in the County on November 3, 2020 and by an order adopted by the governing body of the County (the "Order"), for the purpose of providing funds for the (i) construction, improvement, renovation, equipment and acquisition of land and interests in land, buildings and facilities for park and recreational purposes, including but not limited to the construction and improvement of parks and the acquisition of land and interests in land in connection therewith; acquisition of open space and conservation land and acquisition of conservation easements on land for any authorized purposes, including to ensure its availability for recreational, or open-space use, or to protect wildlife habitat and the water quality of creeks, rivers and springs; protection of natural resources by minimizing flood risks and improving flood safety; and improvement of connectivity through the acquisition of land, construction and improvement of trails, sidewalks and related infrastructure, and (ii) payment of the costs of issuance relating to these Bonds, all in conformity with the laws of the State of Texas, particularly Chapters 1251 and 1371, Texas Government Code, as amended and Chapter 331, Texas Local Government Code, as amended, and an election held in the County on November 3, 2020.

[The Bonds stated to mature on _____, 20__ * and _____, 20__ * are referred to as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on _____ * in each of the years as set forth below:

Term Bonds Stated to Mature on _____, 20__		Term Bonds Stated to Mature on _____, 20__	
Principal		Principal	
<u>Year</u>	<u>Amount (\$)</u>	<u>Year</u>	<u>Amount (\$)</u>

†

†

†Stated Maturity.]

[The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Bonds of such Stated Maturity which, at least 45 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth in the Order and not theretofore credited against a mandatory redemption requirement.]

[This Bond is not subject to optional redemption prior to maturity.][As specified in the Order, the Bonds stated to mature on and after _____, 20__ * may be redeemed prior to

* To be completed in accordance with the Approval Certificate.

their Stated Maturities, at the option of the County, on _____, 20__*, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Owner hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Order for the then unredeemed balance of the principal sum hereof.]

Notwithstanding anything in the order to the contrary, the County may make any notice of redemption conditional on the occurrence of a condition precedent. In the event that the County chooses to provide a conditional notice of redemption, the County shall include in the notice of redemption that the redemption is conditioned upon the occurrence of a condition precedent. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the County to make money or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the County or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance hereof in the event of its redemption in part.]

The Bonds of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the County, without legal limit as to rate or amount.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Owner by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Order may be amended or supplemented with or without the consent of the Owners; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Bond may

be redeemed or discharged at or prior to the Stated Maturity thereof and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar with the Assignment hereon, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Owner hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Owner hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the County nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the County have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium, if any, and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Bond to be duly executed under the official seal of its Commissioners Court.

HAYS COUNTY, TEXAS

By _____
County Judge

COUNTERSIGNED:

REGISTERED:

By _____ By _____

County Clerk and Ex-Officio Clerk
of the Commissioners Court

County Treasurer

(SEAL OF COMMISSIONERS COURT)

C. ¹ Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond(s) Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

§
§
§
§

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

¹ NOTE TO PRINTER: Not to appear on Definitive Bonds

D. ² Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____,
as Paying Agent/Registrar

By: _____
Authorized Signature

² NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for registration
thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment
must correspond with the name of the registered
owner as it appears on the face of the within Bond
in every particular.

Signature guaranteed:

F. Form of Initial Bond(s).

The Initial Bond(s) shall be numbered T-1 or numbered consecutively from T-1 and upward, as applicable, and in the form set forth in paragraph B of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

(1) immediately under the name of the Bonds the headings "Interest Rate
_____" and "Stated Maturity _____" shall both be completed "as shown below";

(2) the heading "CUSIP" shall be omitted; and

(3) the first two paragraphs shall read as follows:

Registered Owner: _____

Principal Amount: _____ DOLLARS

Hays County, Texas (the "County"), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the "Owner"), or the registered assigns thereof, the Principal Amounts specified above on the _____ day of _____* in each of the years and in Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Approval Certificate.)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Bond Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for to Stated Maturity or prior redemption at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* in each year, commencing _____, 20__* (each an "Interest Payment Date").

Principal, and premium if any, of this Bond shall be payable to the Owner hereof (the "Owner"), upon its presentation and surrender, at the corporate trust office of _____, _____*, (the "Paying Agent/Registrar"). Interest shall be payable to the Owner of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day* of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Owner hereof.

G. Insurance Legend. If bond insurance is obtained by the County or the Initial Purchaser for the Bonds, the Definitive Bonds and the Initial Bond(s) shall bear an appropriate legend as provided by the insurer.

* To be completed in accordance with the Approval Certificate.

SECTION 10. Bond Fund; Investments.

A. Bond Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Bonds, there shall be and is hereby created a special Fund to be designated "Limited Tax Bonds, Series _____,"* Interest and Sinking Fund" (the "Bond Fund"), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 20. Authorized Representatives of the County are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds.

B. Investments. Pending the transfer of funds to the Paying Agent/Registrar, money in the Bond Fund may, at the option of the County, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Chapter 2256, Texas Government Code, as amended); provided that all such investments shall be made in such a manner that the money required to be expended from said Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Bond Fund shall be credited to, and any losses debited to, the Bond Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds. It is provided, however, that any interest earnings on proceeds of the Bonds which are required to be rebated to the United States of America in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the County, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the County.

* To be completed in accordance with the Approval Certificate.

SECTION 12. Application of Chapter 1208, Texas Government Codes. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of taxes granted by the County under Section 11, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the County is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in this pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

SECTION 13. Deposits to Bond Fund; Surplus Bond Proceeds. The County hereby covenants and agrees to cause to be deposited in the Bond Fund prior to a principal and interest payment date for the Bonds, from the annual levy of annual ad valorem tax levied upon all taxable property within the County, within the limitations prescribed by law, or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Initial Purchaser of the Bonds shall be deposited to the Bond Fund and ad valorem taxes levied and collected shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 14. Security of Funds. All money on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Order.

SECTION 15. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees particularly that in the event the County (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Owners of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the County and other officers of the County to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 16. Notices to Owners; Waiver. Wherever this Order provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Owner as it appears in the Security Register.

In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owners, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Owners. Where this Order provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 17. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the County, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The County may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the County may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the County.

SECTION 18. Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the County and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the County and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the County or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the County shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond or payment in lieu thereof, under this Section, the County may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and

shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 19. Sale of Bonds; Approval of Purchase Contract; Official Statement Approval; Use of Proceeds.

A. The Bonds authorized by this Order shall be sold and delivered to the Initial Purchaser, who shall be designated in the Approval Certificate, having all the rights, benefits, and obligations of an Owner), at the price set forth in the Approval Certificate and, if applicable, in accordance with the terms of a purchase contract (the "Purchase Contract"), which an Authorized Representative is hereby authorized to execute. The Initial Bond(s) shall be registered in the name set forth in the Approval Certificate. The Commissioners Court hereby finds, determines and declares that the representations, warranties, and agreements of the County contained in the Purchase Contract, if applicable, are true and correct in all material respects and shall be honored and performed by the County. Delivery of the Bonds to the Initial Purchaser shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Approval Certificate.

B. Any Authorized Representative is hereby authorized to approve, in the name and on behalf of the County, in connection with the sale of the Bonds, the preparation and distribution of a Preliminary Official Statement and a final Official Statement relating to the Bonds to be used and distributed by the Initial Purchaser in marketing the Bonds. In addition, an Authorized Representative is authorized to deem such Preliminary Official Statement "final" for purposes of the Rule. The appropriate officials of the County are hereby authorized to sign such Official Statement and/or to deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

C. Proceeds from the sale of the Bonds shall be applied as follows:

(1) Accrued interest, if any, received from the Initial Purchaser shall be deposited into the Bond Fund.

(2) The proceeds from the sale of the Bonds, including any net original issue premium, shall, promptly upon receipt by the County, be applied in accordance with the provision set forth in the Approval Certificate.

(3) The balance of the proceeds derived from the sale of the Bonds (after paying costs of issuance and the other deposits referred to in paragraph (1) and (2) above) shall be deposited into the special construction account or accounts created for the project to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as

amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 13 of this Order.

SECTION 20. Covenants Regarding Tax-Matters.

A. The County intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code, and all applicable temporary, proposed and final regulations (the “Regulations”) and procedures promulgated thereunder and applicable to the Bonds, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(1) The County will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the County and (ii) to pay the costs of issuing the Bonds. The County will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

(2) The County will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.

(3) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the County and investment earnings on such collections.

(4) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the County reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(5) At all times while the Bonds are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(6) The County will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(7) The County represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(8) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(9) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

(10) The County will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(11) The County will not issue or use the Bonds as part of an “abusive arbitrage device” (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(12) Proper officers of the County charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the County’s expectations. On or after the date of issuance of the Bonds, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(13) The covenants and representations made or required by this Section are for the benefit of the Owners and any subsequent Owner and may be relied upon by the Owners and any subsequent Owner and bond counsel to the County.

B. In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

C. Notwithstanding any other provision of this Order, the County’s representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

SECTION 21. Control and Custody of Bonds. The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Bonds pending their approval by the Attorney General, including the printing and supply of definitive Bonds, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Initial Purchaser.

Furthermore, one or more Authorized Representatives are hereby authorized and directed to furnish and execute such documents relating to the County and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the County’s financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Initial Purchaser and the initial exchange thereof for definitive Bonds.

SECTION 22. Satisfaction of Obligation of County. If the County shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the Owners shall thereupon cease, terminate, and be discharged and satisfied.

Except as otherwise provided in the Approval Certificate, Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The County covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 20 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such money was deposited and is held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

In addition to any other manner provided within this Order, the Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

SECTION 23. Printed Opinion. The Initial Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Orrick, Herrington & Sutcliffe LLP, as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for the Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of the Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk of the County is hereby approved and authorized.

SECTION 24. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the County nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 25. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 26. Order a Contract; Amendments; Outstanding Bonds. The County acknowledges that the covenants and obligations of the County herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Owners from time to time, shall be binding on the County and its successors and assigns, and shall not be amended or repealed by the County so long as any Bond remains Outstanding except as permitted in this Section. The County may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of Owners holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided, however, that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 27. Benefits of the Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the County, Bond Counsel, the Paying Agent/Registrar, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the County, Bond Counsel, the Paying Agent/Registrar, and the Owners.

SECTION 28. Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent

of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 29. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 30. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31. Incorporation of Preamble Recitals. The recitals contained in the preamble to the Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 32. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 33. Authorization of Paying Agent/Registrar Agreement. The Commissioners Court of the County hereby finds and determines that it is in the best interest of the County to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as *Exhibit A* and is incorporated by reference to the provisions of this Order.

SECTION 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 35. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the County or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 36. No Recourse Against County Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the County or any person executing any Bond.

SECTION 37. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

“*EMMA*” means the MSRB’s Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*SEC*” means the United States Securities and Exchange Commission.

B. Annual Reports.

The County shall file annually with the MSRB, on or before March 31 of each year (or if the County’s Fiscal Year changes, within six months after the end of each Fiscal Year) commencing with Fiscal Year ending September 30, 2021, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 19 of this Order being the information described in *Exhibit B* hereto and if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in *Exhibit B* hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period and audited for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the County must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor’s opinion on the statement, shall be filed in the office of the County Auditor on or before March 31 of each year (or if the County’s Fiscal Year changes, within 180 days after the last day of the County’s Fiscal Year).

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on EMMA or filed with the SEC.

C. Event Notices.

The County shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The County shall file notice with the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Subsection B of this Section by the time required by such Subsection.

D. Limitations, Disclaimers, and Amendments.

The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as Bond Counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The County may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the County also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. If the County so amends the provisions of this Section, the County shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format; Incorporation by Reference.

The County information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be

specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the United States Securities and Exchange Commission.

SECTION 38. Book-Entry Only System.

It is intended that the Bonds initially be registered so as to participate in a securities depository system (the “DTC System”) with the Depository Trust Company, New York, New York, or any successor entity thereto (“DTC”), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond(s)) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The County and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter.

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a “Depository Participant”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an “Indirect Participant”). Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than an Owner of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Owner, the word “Cede & Co.” in this Order shall refer to such new nominee of DTC.

In the event that (a) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the County determines that it is in the best

interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the County may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the County, or such depository's agent or designee, and if the County and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Owners of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 39. Further Procedures. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, if applicable, and the Official Statement. Such authorization shall include, but not be limited to, the authority to take all actions necessary to apply for and obtain one or more credit ratings for the Bonds and to execute agreements or other instruments necessary or appropriate in connection therewith. In addition, prior to the initial delivery of the Bonds, the County Judge, or the County Clerk and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the County whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40. Attorney General Examination Fee. The County recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Bonds and that such fee is to be calculated as provided in said Section 1202.004. Bond Counsel is accommodating the County by paying such fee upon such submission of such transcript. Officials of the County are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Bonds are ever delivered and such amount is hereby appropriated from available funds for such purpose. The County is also authorized to reimburse the fund used for such repayment with proceeds of the Bonds.

SECTION 41. Effective Date. This Order shall be in force and effect from and after its final passage, and it is so ordered.

[The remainder of this page intentionally left blank. Signature page follows.]

PASSED AND ADOPTED on the 10th day of August, 2021.

HAYS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio Clerk
of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

SCHEDULE I – Form of Approval Certificate
EXHIBIT A – Form of Paying Agent/Registrar Agreement
EXHIBIT B – Description of Annual Financial Information

SCHEDULE I

APPROVAL CERTIFICATE

I, the undersigned, _____, _____ of Hays County, Texas (the "County"), pursuant to Section 2 of the order adopted on August 10, 2021 (the "Order") authorizing the issuance of obligations designated as "Hays County, Texas Limited Tax Bonds, Series _____" (the "Bonds") do hereby approve the following terms of the Bonds:

1. The method of sale of the Bonds is by _____.
2. The Bonds are hereby sold and delivered to _____ (the "Initial Purchaser") for cash at a price of \$_____ (representing the original principal amount of the Bonds of \$_____, plus an original issue reoffering premium on the Bonds of \$_____, [plus accrued interest in the amount of \$_____,] and less an underwriter's discount of \$_____), according to the following terms:

OR

The Bonds are hereby sold and shall be delivered to _____, acting on behalf of itself and _____ and _____ (collectively, the "Initial Purchaser") pursuant to the terms of the Purchase Contract, dated _____, 20__, between the County and the Initial Purchaser, for cash at a price of \$_____ (being the par amount of the Bonds, less an underwriters' discount of \$_____, plus a net reoffering premium of \$_____), [plus accrued interest in the amount of \$_____,] according to the following terms:

- (i) the Bonds are dated _____;
- (ii) the maturity schedule for the Bonds is as set forth below:

Years of Stated Maturity (_____)	Principal Amounts(\$)	Interest Rates(%)
--	--------------------------	----------------------

- (iii) interest on the Bonds will accrue from _____ and will be payable _____ and _____ in each year commencing _____.

- (iv) [the Bonds stated to mature on _____, 20__ are referred to as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such

purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on _____ in each of the years as set forth below:

Term Bonds
Stated to Mature
on _____, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
20__	
20__	*

*Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Bonds of such Stated Maturity which, at least 45 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth in the Order and not theretofore credited against a mandatory redemption requirement;]

(v) [the Bonds having Stated Maturities on and after _____, 20__, shall be subject to redemption prior to Stated Maturity, at the option of the County, on _____, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption;]

(vi) the Form of Bonds shall be substantially in the forms set forth in Section 8 of the Order and *Exhibit A* attached hereto with appropriate insertions, and omissions, and substitutions completed in accordance with this Approval Certificate;

3. the County hereby finds that the principal amount of the Bonds, in the amount of \$_____, [plus \$_____ of the net reoffering premium generated in connection with the sale thereof] will be allocable to park facilities projects identified in the Park Proposition and hereby determines that such principal amount shall count against the from the Park Proposition as follows:]

<u>Purposes</u>	<u>Amounts Authorized</u>	<u>Amounts Previously Issued</u>	<u>Amounts Sold this Sale</u>	<u>Premium Allocated to Voted Authorization</u>	<u>Unissued Bonds</u>
Parks	\$75,000,000	\$0	\$_____	\$_____	\$_____

4. The County hereby ratifies, confirms, and approves in all respects (a) the Preliminary Official Statement was, as of its date, “deemed final” in accordance with United States Securities and Exchange Commission Rule 15c2-12 and (b) the use and distribution of the Preliminary Official Statement by the Initial Purchaser in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale, attached to the Purchase Contract (together with such changes approved by an Authorized Representative), shall be and is hereby in all respects approved and the Initial Purchaser are hereby authorized to use and distribute the final Official Statement, dated _____, 20__, in the reoffering, sale and delivery of the Bonds to the public.

5. The Paying Agent/Registrar of the Bonds is _____.

6. [The bond insurer of the Bonds is _____.]

7. The net effective interest rate on the Bonds is _____%.

8. Bond proceeds, including the net premium, shall be deposited or used as follows: (a) \$_____ shall be deposited to the Bond Fund as accrued interest, (b) \$_____ shall be deposited into the construction fund, (c) \$_____ shall be used to pay costs of issuance, including underwriters’ discount, and (d) \$_____ shall be deposited into the Bond Fund as excess premium.

9. Net original issue premium from the sale of the Bonds in the amount of \$_____ is allocated in the following manner: (a) \$_____ to pay the Initial Purchaser’s compensation, (b) \$_____ is allocated against the County’s voted authorization and shall be deposited to the construction fund, (c) \$_____ to pay certain costs of issuance and (d) \$_____ shall be deposited to the Bond Fund as the rounding amount.

10. The County hereby confirms the representations, covenants, and warranties made with respect to continuing disclosure undertaking in Section 37 of the Order and *Exhibit B* attached hereto.

11. The undersigned Authorized Representative, upon consultation with the County’s financial advisor, hereby determines that the terms of the sale as set forth in this Certificate and the Order are in the County’s best interest.

12. In accordance with the requirements of the Order, this Certificate complies with and satisfies the terms and provisions of the Order in accordance with the delegation contained herein.

13. Capitalized terms utilized herein and not defined shall have the meanings ascribed thereto in the Order.

* * *

EXECUTED AND DELIVERED THIS _____, 20__.

HAYS COUNTY, TEXAS

By: _____
Title: _____

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of _____, 20__ (this "Agreement"), by and between the HAYS COUNTY, TEXAS (the "Issuer"), and _____, _____, a banking association duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Hays County, Texas Limited Tax Bonds, Series 20__" (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser thereof as provided in the Order;

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal of and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the Order.

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Order.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying

Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year. The Issuer covenants to provide notice to the Bank upon any change in the Issuer's Fiscal Year within ten (10) business days of the governing body of the Issuer's decision to change the Fiscal Year of the Issuer.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Approval Certificate" means one or more approval certificates approved by an Authorized Representative in connection with the issuance of a series of Securities issued under the Order.

"Authorized Representative" means one or more of the County Judge, County Clerk and Ex-Officio Clerk of the Commissioners Court, County Treasurer, County Auditor and/or the General Counsel to the Commissioners Court.

"Bank Office" means the designated principal corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Bank Principal Payment Office" means _____, _____.

"Commissioners Court" means the Commissioners Court of Hays County, Texas.

"Financial Advisor" means Specialized Public Finance Inc., or any successors thereto.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30, as same may be modified by the County.

"Owner" and "Security Owner" each means any Person who shall be the registered owner of any outstanding Bonds on the Security Register; provided, however, if the Bonds are in a securities depository system, registered owner shall include the beneficial own of the Bonds.

"Issuer Request" means a written request or order signed in the name of the Issuer by the Authorized Representative of the Issuer, any one or more of said officials, delivered to the Bank.

"Order" means the order of the governing body of the Issuer pursuant to which the Securities are issued, certified by the County Clerk of the Commissioners Court of Hays County, Texas, or any other officer of the Issuer, together with the Approval Certificate.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to the Order).

“Redemption Date” when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Order the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms “Bank”, “Issuer”, and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Owner upon surrender of the Security to the Bank at the Bank Principal Payment Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Owner and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Owners of the Securities (or their Predecessor Securities) on the respective Record

Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Owner at the Owner's risk and expense.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Order.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register; Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Principal Payment Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Owners of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Owners and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Owner thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Owners thereof will be completed and new Securities delivered to the Owner or the assignee of the Owner in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Owner, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Securities. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Owners. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any Person other than an authorized officer or employee of the Issuer or to another Person, upon receipt of an Issuer Request, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Securities. All Securities surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Securities previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Bank. All cancelled Securities held by the Bank shall be destroyed, and evidence of such destruction furnished to the Issuer at such reasonable intervals as it determines subject to applicable rules and regulations of the Securities and Exchange Commission.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Order, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Owner thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Owner of the Security mutilated, or destroyed, lost, or stolen.

Section 4.07. Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof. The Bank is also authorized to transfer funds relating to the closing and final delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Transfer of Funds. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's Financial Advisor or other agent.

Section 5.03. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an agent of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.04. Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Owner or Owners of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.05. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.06. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the Issuer and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Owners of the Securities, to the extent permitted by law, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Owners shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Resolution to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the issuer, and the Owner of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.07. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or

administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.08. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.09. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements” currently in effect, which establish requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.10. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the Issuer, to report to the owners of the Certificates and the Internal Revenue Service (i) the amount of “reportable payments”, if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Certificates and (ii) the amount of interest or amount treating as interest on the Certificates and required to be included in gross income of the owner thereof.

Section 5.11. Merger, Conversion, Consolidation, or Succession. Any corporation into which the Paying Agent/Registrar may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Paying Agent/Registrar shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent/Registrar shall be the successor of the Paying Agent/Registrar hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or

the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Owners thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Owners of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.12 Compliance with Legislative Contracting Requirements.

(a) The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term thereof. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal or state law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

(b) The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made to solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal or state law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

[(c) The Bank hereby represents and warrants that it is claiming an exemption from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof. The Bank hereby certifies that it meets the criteria for an exemption under Section 2252.908(c)(4) of the Texas Government Code with respect to the requirement that the Bank submit a disclosure of interested parties in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission. The Bank and the Issuer understand and agree that neither the Issuer nor its consultants are responsible for the determination of the applicability of such exception to the requirements of Section 2252.908 and neither the Issuer nor its consultants have verified such information.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____

Title: _____

Address: _____

(BANK SEAL)

HAYS COUNTY, TEXAS

Attest:

By: _____

County Clerk and Ex-Officio Clerk
of the Commissioners Court of
Hays County

By: _____

County Judge

Address: 111 E. San Antonio Street,
Suite 300, San Marcos, Texas 78666

(SEAL OF COMMISSIONERS COURT)

Schedule A

Paying Agent/Registrar Fee Schedule

EXHIBIT B

Description of Annual Financial Information^{*}

The following information is referred to in Section 37 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) The County's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the County appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.
- (2) Tables 1 through 5 and 7 through 12 as disclosed in the Official Statement and in Appendix B.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

^{*} Subject to any changes prescribed by the Approval Certificate.

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the “Court”) of Hays County, Texas (the “County”), convened on the 10th day of August, 2021 in regular session in the regular meeting place of the Court in the County Courthouse (the “Meeting”), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except _____, thus constituting a quorum. Among other business considered at the Meeting, the attached order (the “Order”) entitled:

AN ORDER BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF “HAYS COUNTY, TEXAS LIMITED TAX BONDS”; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS; DELEGATING AUTHORITY TO CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner Jones that the Order be passed and adopted. The motion was seconded by Commissioner Shell and carried by the following vote:

___ voted “For” ___ voted “Against” ___ “Abstained”

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the

Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

[Signature page follows]

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this _____ day of _____, 2021.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF COMMISSIONERS COURT)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize a Contract Amendment with Wildcat Electric Supply, Co related to IFB 2021-B07 Signal Poles pursuant to Texas Local Government Code, Ch. 262.0305.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 10, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Wildcat Electric Supply, Co. was awarded the contract for IFB 2021-B07, however, due to price increases on materials they have proposed updated prices. In order to stay within the 25% contract change order allowance per TLGC, Ch. 262.0305, the Hays County Transportation Department is requesting a contact change order for the necessary price increases and a change in the scope of work.

The acceptance of the contract change order would include the proposed price increase for the Winters Mill at FM 3237 project and removal of the RM 12at FM 3237 project. This amendment will decrease the total contract by \$4,166.00, total of 9.8%.

Attached:
Contract Change Order 2



Hays County Transportation Department Change Order Request Form

Date: Aug 16, 2021 Contract Performance Date: _____
Project Name: IFB 2021-B07 Signal Poles
Contract number: _____
Contractor/Consultant: Willcat Electric Supply Co
Change Order Number: 2

Change in Scope Necessitating Change-Order:

Increase in Material Cost for Winters Mill at FM
3237, removal of RMP @ FM 3237

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	<u>\$ 29,063.00</u>
Net Amount of Previously Authorized Change Order:	<u>\$ 36,110.00</u>
Net Amount for this requested change order:	<u>\$ <4146.00></u>
Total Contract Amount with all change orders:	<u>\$ 31944.00</u>
Original Contract Performance Length:	_____ Days
Net previous schedule change orders:	_____ Days
Net Schedule adjustment requested this change order:	_____ Days
Total performance days with change orders:	_____ Days

Contractor: Willcat Elec. Sign: [Signature] Date: 8/16/21
Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a \$299,994.17 Proposal with Kofile Technologies related to the preservation of probate case files maintained within the County Clerk's Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 10, 2021	\$299,994.17

LINE ITEM NUMBER

101-617-11.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

The County Clerk's Office wishes to engage Kofile Technologies duplication services in the preservation of probate case files as inventoried in the Plan for the Preservation of the Records Archive dated November 20, 2015. This includes a Good Faith Estimate of 30,058 pages of Probate Case Files (based on an estimated 37.91 pages per case). Proposed preservation services include conservation, deacidification, mending, encapsulation, binding, archiving imaging, and archival indexing. This will conclude the preservation of the probate files. The project has been approved in the FY 2021 budget, with funding from the County Clerk Records Archive Fund.

Attachment: Kofile Proposal
State Contract: TxMAS-18-3602

July 22, 2021

Honorable Elaine Cardenas
Hays County Clerk
Hays Government Center, Suite 2008
712 S. Stagecoach Trail
San Marcos, TX 78666

RE: Preservation of the Records Archive Phase VII: Probates

Dear Hon. Elaine Cardenas,

This proposal addresses Hays County Clerk's Probates as inventoried in the Plan for the Preservation of the Records Archive dated November 20, 2015. This includes a Good Faith Estimate of 30,058 pages of Probate Case Files (with an estimated 37.904 pages per case). This collection is in extremely poor condition. This quote is presented by Kofile Technologies, Inc. (Kofile). The location of work for this project is Kofile's Conservation and Digitization Laboratory in Dallas, TX.

Proposed preservation services include conservation, deacidification, mending, encapsulation, binding, archival imaging, and archival indexing. Please note that all pricing is good for 90 days from the date of this quote.

PROJECT PRICE QUOTE

Prices are good for 90 days without a signed agreement. Pricing is based on estimated page counts and an estimated 37.904 pages per document. Billing will reflect actual counts.

HAYS COUNTY CLERK PROJECT OVERVIEW							
RECORD SERIES	CASE RANGE	PAGE COUNT	CASE COUNT	FORMAT	CONDITION	LEVEL OF SERVICE	ESTIMATED TOTAL
Probate Record	Cases 1259-2052	30,058 <i>pages</i>	793 <i>cases</i>	Manuscript/Trifold	Extremely poor	PRV/IM/ID	\$299,994.17
PROJECT TOTAL							\$299,994.17

COUNTY ACCEPTANCE

Signature of County Representative/Title

Date

TXMAS REPORTING & BILLING LINE ITEMS

Upon purchase of this TXMAS project, Hays County reports the order online on the TxSmartBuy System at <www.txsmartbuy.com/>.

STATE OF TEXAS CO-OP MEMBER LISTING FOR HAYS COUNTY	
LINK	https://comptroller.texas.gov/auto-data/purchasing/co-op/c1050.php
CO-OP #	C1050
Contact	Marisol Villarreal-Alonzo; purchasing@co.hays.tx.us
Expiration	16-FEB-2022

6300 Cedar Springs Rd
Dallas, Texas 75235

The following TXMAS billing line items are applicable to the project (please note that prices are estimated based on a project budget of \$250,000.00):

TXMAS-18-3602 LINE ITEMS					
PART NO.	NIGP	DESCRIPTION OF SERVICE	QTY.	UNIT PRICE	LINE TOTAL
PRV703	92672	Case File Preservation by Page	30,058	\$8.88/page	\$266,915.04
PRV716	92672	Additional Conservation Treatments Per Hour (Poly Divider Tabs)	30.51720	\$167.51/hour	\$5,111.94
IMGP705	92030	Archival Imaging of Case File/Manuscript	30,058	\$0.86/page	\$25,849.88
IND706	92021	Backfile Indexing of Probates	793	\$2.67/document	\$2,117.31
PROJECT TOTAL					\$299,994.17

This project is presented via Kofile's TXMAS Contract Number **TXMAS-18-3602**. Please note this contract number on any resulting purchase order.

Kofile can prepare a 'Shopping Cart' in TxSmartBuy and 'share' it with the County to complete its purchase, see link—https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=10690321&sender=preserve@kofile.us&datetime=2021_7_22_13_27.

SCOPE OF SERVICES

Records will receive the following services as identified. A permanent log is created for each volume to record condition, page order, and services/treatments performed. Kofile can hold a security copy of all digital images for safekeeping. Kofile does not sell, distribute, or grant unauthorized access to County records.

(PRV) Preservation

- Surface clean sheets to remove deposits—including dust, soot, airborne particulate, sedimentation, insect detritus, or even biological/mineral contaminants.
- Remove non-archival repairs or fasteners, such as residual glues, *to the furthest extent possible without causing damage to paper and inks*.
- Mend tears with acid free and reversible materials, such as Japanese tissue or archival acrylic based and reversible heat set tissue such as Filmoplast®.
- Deacidify sheets after careful testing with magnesium oxide to neutralize acid inks and paper by providing an alkalize reserve. Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a *Lay Flat Archival Polyester Pocket™* composed of SKC Films, Skyroll SH72S® Mylar.
- Rebind in an custom-fitted and stamped *Disaster Safe County Binder™*. A dedication and treatment report is included in the binder. Poly divider tabs are included between each case file. Final quality check with reference to original log sheet.

(IM) Archival Imaging (Capture, Processing, & Enhancement)

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and readability.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.
- IMAGE PERFECT is Kofile's proprietary software. It uses custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.

- Crop excess blank space around image. This may involve manual cropping to insure best quality image.
- If requested, annotations are supported to allow the electronic addition (either custom or Book/Volume/Page) on the digital image to assist in recording keeping.
- Images are named (for the directory file structure) by Book, Volume, and Page.
- Images are grouped (stapled) together to form documents.
- When multiple documents (Deeds, Births, etc.) exist on a single page, images are split so that each document is viewable individually.
- Effectiveness and minimum legibility is verified through rigorous and systematic quality control. Each age is certified and sight-checked to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- The County receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.

(ID) Archival Indexing

- Fields can include Name, Date, and Case Number. Key and blind re-key verify.

Additional Included Services:

- Format images and indexes for import into the County's existing electronic case file management system. **Please note that additional charges from the County's vendor may apply for final import. These charges are the responsibility of the County and are not included in proposal pricing.**
- Kofile can store electronic copies off-site as disaster recovery backups. All data is solely the property of the County, and Kofile does not sell or grant unauthorized access to the County's records or data.

ACCESSIBILITY OF RECORDS

Records held at Kofile are viewed as private and confidential and treated as such. Hays County is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a 'Hot Shot' (a records request), Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a Hot Shot will meet or exceed the County's requirements.

Please do not hesitate to contact me with any questions.

Sincerely,

Billy Gerwick

Billy Gerwick

Account Executive

billy.gerwick@kofile.com

cec

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Task Order #3 to the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 10, 2021	\$50,600

LINE ITEM NUMBER

001-645-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

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

Attached: Task Order #3 - Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends: Independent Technical Review

*Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends ("BRATWURST")

Task Order #3
Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends:
Independent Technical Review

Project Background:

The Blanco River Basin includes some of the nation's fastest-growing counties. With increased growth comes increased aquifer pumping, and with increased aquifer pumping comes decreased flows to the Blanco River and its springs. A detailed numerical model that accurately simulates surface water and groundwater interaction does not exist for this area and is needed for landowners, communities, and groundwater conservation agencies to better understand and manage groundwater and surface resources in the Blanco River Basin.

Project Description:

The Meadows Center for Water and the Environment within Texas State University ("Texas State") will fund work by Bill Hutchison ("Contractor"). Work performed by the Contractor will be focused on a technical review of the project team's methodology and results during the development of the surface water/groundwater numerical model that which will simulate how the Blanco River interacts with its aquifers. This review will include memorandums summarizing the Contractor's review after each meeting and a general review of the project team's final report.

Hays County Responsibility:

Hays County shall provide advanced funding to Texas State in a not-to-exceed, lump-sum amount of fifty thousand six hundred dollars (\$50,600.00 USD) to contribute toward the work performed by the Contractor and the administrative costs incurred by Texas State. This work order will fund 100% of the Contractor's Scope of Work (Attachment A) as led by Bill Hutchison, for \$44,000.00 (see Attachment A). Administrative costs incurred by Texas State amount to \$6,600.00. Said payment shall be made within fifteen (15) business days of the Effective Date of this Task Order #3.

Texas State Responsibility:

Texas State shall be responsible for retaining the services of the Contractor and will provide input, as needed, to facilitate the work. Texas State shall gather and provide copies of any deliverables provided by the Contractor to Hays County within a reasonable time.

Deliverables:

Under the direction of Texas State, the Contractor will:

- A. Participate in meetings and video conferences as requested.
- B. Complete the Scope of Work as outlined in Attachment A

Texas State, with alternative funding sources, will:

- A. Organize stakeholder and technical committee meetings.
- B. Work with stakeholders to identify sustainability goals.

Project Schedule:

Project will start on or after July 31, 2021 and be complete no later than 12 months after the start date.

Project Budget:

\$50,600.00

Hays County Contact:

Mark Kennedy
General Counsel
mark.kennedy@co.hays.tx.us (with copy to janice.jones@co.hays.tx.us)
(512) 393.2219

Texas State Contact:

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

Task Order #2, Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trend: Independent Technical Review, is executed by:

Hays County


BY _____

NAME _____

TITLE _____

DATE _____

Texas State University

BY 
Walter Horton (Aug 5, 2021 09:56 CDT)

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

TITLE Chief Research Officer
Aug 5, 2021

DATE _____

Scope of Work
Bill Hutchison
Attachment A – Task Order 3

I will review all materials at each milestone of the project as defined in SwRI's proposed schedule and using their "components": A) setup and development, B) implementation, and C) sustainability application and final report. My review will consist of:

- Reviewing any provided materials prior to a called meeting;
- Traveling to and attending the meeting and discussing the materials and progress made;
- Reviewing any materials provided at the meeting;

A review of the draft report at the end of the project is also included.

The timing of the work is dependent on SwRI providing materials and calling meetings. The budget contemplated five meetings:

- A kickoff meeting
- Meeting after the coupled model is calibrated
- Meeting to formulate and develop sustainability scenarios
- Meeting to discuss comments on the draft report
- Meeting to discuss responses to comments on the draft report

Some of the meeting's days will be only a technical meeting and some will be a technical pre-meeting followed by a more general stakeholder meeting.

Deliverables for the project will include:

- A memorandum summarizing comments after each meeting (technical or general)
- Comments on the draft report

The final portion of the budget is for subcontractors Sorab Panday and Jim Rumbaugh. Sorab is one of the co-developers of MODFLOW 6. Because this project involves the use of and possible enhancement of MODFLOW 6, Sorab is included as a resource for SwRI if needed to assist with the implementation. Jim is the developer of Groundwater Vistas, which will be used as the graphical interface for the project. Jim is included as a resource for SwRI if needed to assist in implementing the model in Groundwater Vistas.

Activities

Task	Description	Technical Meeting	General Stakeholder Meeting	Material Review
1	Kick off meetings	x	x	x
2	Review Coupled Model, Transient Calibration	x	x	x
3	Formulate and Develop Sustainability Scenarios	x		x
4	Comments on Draft Report	x		x
5	Responses to Draft Report	x		x

Proposed Budget

Task	Description	Bill Hutchison - Meeting Costs and Exp	Bill Hutchison - Material Review Time	Sorab Panday - MODFLOW 6 Support (if needed)	Jim Rumbaugh- GW Vistas Support (if needed)	Task Total
1	Kick off meetings	\$4,000	\$1,000	\$0	\$0	\$5,000
2	Review Coupled Model, Transient Calibration	\$4,000	\$3,000	\$7,500	\$7,500	\$22,000
3	Formulate and Develop Sustainability Scenarios	\$4,000	\$1,000	\$0	\$0	\$5,000
4	Comments on Draft Report	\$4,000	\$3,000	\$0	\$0	\$7,000
5	Responses to Draft Report	\$4,000	\$1,000	\$0	\$0	\$5,000
Total		\$20,000	\$9,000	\$7,500	\$7,500	\$44,000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of an Interlocal Agreement (ILA) with the City of San Marcos related to the Edward Byrne Memorial Justice Assistance Grant (JAG) program FY21 Local Solicitation.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

T. Crumley

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

On July 27th, 2021 the Commissioners Court approved the submission of a grant application to the Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) program FY21 Local Solicitation.

The application was submitted on July 30th. Attached is accompanying Interlocal Agreement. Because Hays County and the City of San Marcos fall in a disparate jurisdiction, only one entity may apply for funds and the other must be listed as a sub-awardee. The total allocation amount is \$28,989. Hays County will keep \$10,120 in funding and The City of San Marcos will receive \$18,869 in funding per the example allocations provided by the DOJ.

Attachments:

JAG Interlocal 2021 (Final)

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF SAN MARCOS, TEXAS AND COUNTY OF HAYS, TEXAS

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 10th day of August 2021 (the "Effective Date") by and between the County of Hays, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the City of San Marcos, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hays County, State of Texas.

WHEREAS, the U.S. Department of Justice requires that entities in a disparate allocation of Justice Assistance Grant (JAG) funding enter into an Agreement to provide for the use of those funds awarded; and

WHEREAS, the JAG Program award is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice; and

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY seeks an allocation of \$18,869.00 from the JAG award, and the COUNTY seeks an allocation of \$10,120.00; and

WHEREAS, only the CITY or the COUNTY can submit an application for the JAG award while the other party shall be listed as a sub-awardee; and

WHEREAS, the CITY and the COUNTY agree that the COUNTY shall submit the JAG application and the CITY shall be listed as a sub-awardee; and²⁴²

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the current JAG funds to the COUNTY.

NOW THEREFORE, in consideration of the foregoing and the mutual benefits and promises herein, the COUNTY and CITY agree as follows:

Section 1. Submission of Grant Application

The COUNTY agrees to submit the JAG grant application, receive the full amount of the JAG award, in the amount of \$28,989.00, and be the sole grant applicant and responsible party for this award.

Section 2. Disbursement and Use of Grant Funds

The COUNTY shall be the sole recipient of the JAG award and shall utilize the funding for eligible program purposes. In addition, the COUNTY agrees to sub-allocate \$18,869.00 to the CITY to utilize such funding for eligible program purposes.

Section 3. Term

The term of this Interlocal Agreement will commence on the Effective Date, and will end on September 31, 2022.

Section 4. Miscellaneous

- A. **Interlocal Cooperation:** The Parties agree to cooperate with each other in good faith at all times during the term of this Interlocal Agreement in order to achieve the purposes and intent of this Interlocal Agreement.
- B. **Authority:** Each Party to this Interlocal Agreement acknowledges and represents that this Interlocal Agreement has been executed by its duly authorized representative. Funding: The CITY and COUNTY, in performing governmental functions or in paying for the performance of governmental function hereunder, shall make that performance of those payments from lawfully available current revenues during each fiscal year.

- C. **Liability:** Each party to this Interlocal Agreement will be responsible for its own actions in providing services under this Interlocal Agreement and shall not be liable for any claims, losses, expenses, demands, judgments, lawsuits or damages that may arise from the furnishing of the services by the other party. Nothing in the performance of this Interlocal Agreement shall impose any liability for claims against CITY or COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.
- D. **Third Parties:** The Parties to this Interlocal Agreement do not intend for any third party to obtain a right by virtue of this Interlocal Agreement and this Interlocal Agreement shall not create any rights in any third party.
- E. **Entire Agreement:** This Interlocal Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by both parties. None of the Parties may assign this Interlocal Agreement without the written consent of the other Party.
- F. **Interpretation:** The Parties acknowledge and confirm that this Interlocal Agreement has been entered into pursuant to the authority granted under the Act. All terms and conditions are to be construed and interpreted consistently with the Act.
- G. **Invalid Provisions:** Should any provision in this Interlocal Agreement be found or deemed to be invalid, this Interlocal Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Interlocal Agreement are declared to be severable.
- H. **Applicable Law:** This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Interlocal Agreement is in Hays County, Texas.
- I. **Binding Effect:** This Agreement shall take effect immediately upon execution by the Parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

CITY OF SAN MARCOS, TEXAS

Bert Lumbreras, City Manager

ATTEST:

Tammy K. Cook, Interim City Clerk

APPROVED AS TO FORM:

Michael J.Cosentino, City Attorney

COUNTY OF HAYS, TEXAS

Ruben Becerra, County Judge

ATTEST:

Elaine Cardenas, County Clerk

APPROVED AS TO FORM:

Jordan M. Powell, Assistant General Counsel

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve Early Voting schedule & locations and Election Day locations for the Special Election called by the Governor to vote on Constitutional Amendments.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jennifer Anderson

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Adoption of the November 2, 2021 Special Constitutional Amendment election Early Voting Schedule and Election Day Polling locations (attached hereto).

Early Voting	Election Day	<u>Kyle and Uhland</u>	
✓	✓	HCISD Admin — Arnold Transportation Building	21003 Interstate 35 Frontage Road
✓	✓	Live Oak Academy High School	4820 Jack C. Hays Trail
✓	✓	Simon Middle School (HCISD Clothes Closet)	3839 East FM 150
	✓	Hays County Precinct 2 Office	5458 FM 2770
	✓	HCISD Transportation Department, Main Office	2385 High Road, Uhland
	✓	Kyle City Hall	100 West Center Street
	✓	Tobias Elementary School	1005 East FM 150
	✓	Wallace Middle School	1500 West Center Street
		<u>Buda</u>	
✓	✓	Buda City Hall	405 East Loop Street, Building 100
✓	✓	Sunfield Station	2610 Main Street
	✓	Hays Hills Baptist Church	1401 North FM 1626
	✓	McCormick Middle School	5700 Dacy Lane
	✓	Southern Hills Church of Christ	3740 FM 967
		<u>Wimberley</u>	
✓	✓	Scudder Primary School (former campus)	400 Green Acres Drive
✓	✓	Wimberley Community Center	14068 Ranch Road 12
	✓	Cypress Creek Church	211 Stillwater Road
	✓	VFW Post #6441	401 Jacobs Well Road
		<u>Dripping Springs and Austin</u>	
✓	✓	Dripping Springs United Methodist Church	28900 Ranch Road 12, Dripping Springs
✓	✓	Ledgestone Senior Living	13152 Four Star Boulevard, Austin
	✓	Belterra Centre	151 Trinity Hills Drive, Austin (sometimes listed as 688 Trinity Hills Drive)
	✓	Hays County Precinct 4 Office	195 Roger Hanks Parkway, Dripping Springs
	✓	North Hays County Fire Rescue Station #2 — Driftwood Battalion	15850 FM 1826, Austin

37- Vote Centers
13 – Early Voting

Precinct 1 – 9
Precinct 2 – 11
Precinct 3 – 7
Precinct 4 - 10

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

11:00 a.m. - Budget Workshop regarding the FY 2022 Hays County Budget. Possible action may follow.

ITEM TYPE

WORKSHOP

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

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

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

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Winters Mill Parkway at RM 3237, Wimberley in Pct. 3. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 0.0126 acres in fee simple and 0.0478 acres of permanent utility easement from property located along Cotton Gin Road (CR 129) near Goforth Road, owned by Fabian Ramirez, Olga Jaimes, Dianna Jasmine Ramirez Jaimes, and Lorena Ramirez Jaimes, and which is required for the construction of the proposed Cotton Gin Road (CR129) roadway improvements, and take other appropriate action (Cotton Gin Road (CR129), Parcel 1). Possible action to follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

JONES

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 0.222 acres in fee simple and 0.256 acres for a temporary construction easement from property located along FM 3237 at or near the intersection of Winters Mill Parkway, owned by 31872 RR 12, LLC, and which is required for the construction of the proposed RR 3237 and Winters Mill Parkway roadway intersection improvements and construction, and take other appropriate action (Winters Mill, Parcel 2). Possible action to follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Building Maintenance and County Wide Operations. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

August 10, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session