Commissioners Court August 24, 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 **24th 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 <u>3-MINUTE</u> 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. <u>Please Complete the Public Participation/ Witness Form in its Entirety</u>.

NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

		PRESENTATIONS & PROCLAMATIONS
1	4-5	Adopt a proclamation declaring September 2021 as Emergency Preparedness Month in Hays County. BECERRA/MIKE JONES

		CONSENT ITEMS
	^	The following may be acted upon in one motion.
		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	9-18	Approve Commissioners Court Minutes of August 10, 2021. BECERRA/CARDENAS
6	19	Approve the payment of the August 31, 2021 payroll disbursements in an amount not to exceed \$4,315,000.00 effective August 31, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
7	20-52	Authorize the acceptance of an award and the execution of the FY2022 Statewide Automated Victim Notification Services (SAVNS) Maintenance Grant Contract in the amount of \$30,143.66. BECERRA/CUTLER
8	53	Ratify the submission of the County Feral Hog Abatement Grant submission to the Texas A&M AgriLife Extension Services, Wildlife Services Program in the amount of \$7,500.00. JONES/T.CRUMLEY
9	54	Authorize On-Site Sewage Facility Permit for 3 - 792 square foot houses at 660 Wayside Drive, Wimberley, Texas 78676. SHELL/PACHECO
10	55-56	Authorize the Elections Office to purchase (3) laptops to be used for voter registration and voter list maintenance activities and amend the budget accordingly. JONES/ANDERSON
11	57-71	Approve Utility Permits. INGALSBE/BORCHERDING
12	72	Approve the re-appointment of Commissioner Lon Shell and Commissioner Debbie Ingalsbe, to the Greater San Marcos Partnership (GSMP) Board of Directors. SHELL
13	73	Authorize the Hays County Parks Department to accept a \$500.00 donation from Raucous Content for the purchase of supplies related to community and educational outreach and amend the budget accordingly. SHELL/T.CRUMLEY
14	74-80	Authorize JM Engineering, LLC to replace the existing R-22 Warehouse AC unit with a new 5 Ton, 14 SEER American Standard HVAC located at the Rainbow Room in the amount of \$7,920.29 and amend the budget accordingly. INGALSBE/T.CRUMLEY
15	81-82	Accept the notice of rate change from Burnet County for the housing and care of Hays County inmates from \$55.00 per inmate per day to \$62.00 per inmate per day, effective October 1, 2021. INGALSBE/CUTLER

16	83-84	Authorize the County Judge to execute a Contract Amendment with Cox Commercial Construction, LLC. related to RM 3237 Roundabout pursuant to IFB 2021-B06. SHELL/BORCHERDING
17	85-86	Approve renewal of RFP 2020-P08 Election Form Printing Services with AMG Printing. BECERRA/ANDERSON
18	87-155	Approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152(a)(1) and authorize Purchasing Manager to advertise; approve the disposal of property as authorized per Texas Local Government Code 263.152(a)(3). BECERRA/VILLARREAL-ALONZO

ACTION ITEMS

		ROADS
19	156-157	Hold a public hearing with possible action 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
20	158-159	Hold a public hearing with possible action to establish a 20 MPH speed limit on Eastern Road. SHELL/BORCHERDING
21	160-161	Discussion and possible action to authorize the County Judge to execute Change Order #5 in the amount of \$30,000 to the Professional Services Agreement between Hays County and LJA Engineering, Inc. for Right-of-Way services on the Old Bastrop Rd (CR 266) project, from Centerpoint Road to Rattler Road, in Precinct 1 as part of the Road Bond Program and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). INGALSBE/BORCHERDING
22	162-163	Discussion and possible action to authorize the County Judge to execute Change Order No. 2 with LJA Engineering, Inc. in the amount of \$12,800 to provide Right-of-Way Acquisition services for the Darden Hill/Sawyer Ranch Road Intersection Roundabout project in Precinct 4 as part of the Hays County 2016 Road Bond Program and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). SMITH/BORCHERDING
23	164-167	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$45,000 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project as part of the 2016 Road Bond Program. SMITH/BORCHERDING
24	168-185	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Pape Dawson Engineers to provide engineering design services related to improvements to Beback Inn Road from Center Point Road to SH 123 in Pct. 1. INGALSBE/BORCHERDING
25	186-191	Discussion and possible action to authorize the County Judge to execute Supplemental No. 1 to a Standard Utility Agreement (SUA) in the amount of \$161,000.00 with Enterprise Texas Pipeline LLC for the relocation of existing facilities in conflict with the FM 2001 West (Sunbright Section) Safety Improvements project from SH21 to White Wing Trail in Precinct 2 as part of the Road Bond Program. JONES/BORCHERDING

		SUBDIVISIONS
26	192-195	PLN-1658-PC; Hold a Public Hearing to discuss final action regarding the Booky T Subdivision, Lot 1, Replat. SMITH/MACHACEK

		MISCELLANEOUS
27	196-199	Discussion and possible action to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy. INGALSBE/MILLER
28	200	Discussion and possible action to create the Hays County Salary Grievance Committee for the remainder of the fiscal year Pursuant to Chapter 152 of the Local Government Code. BECERRA/KENNEDY
29	201-276	Discussion and possible action to authorize the execution of a contract with the Department of State Health Services (DSHS) in the amount of \$400,000 for activities in relation to the COVID-19 Health Disparities Grant Program and amend the budget accordingly. INGALSBE/T.CRUMLEY
30	277-288	Discussion and possible action to approve an agreement between Hays County and Texas State University for costs related to the Tyler Technologies' New World Computer Aided Dispatch (CAD) and Records Management System (RMS) necessary for operations of the Combined Emergency Communications Center (CECC). SHELL
31	289	1:00 p.mHold a public hearing on the FY 2022 Hays County Proposed Budget. BECERRA

		WORKSHOP
32	290	10:00 a.m Budget Workshop regarding the FY 2022 Hays County Budget. Possible action may follow. BECERRA

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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.

33	291	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 associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court. SHELL
34	292	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office Hays County regarding the use of funds from the American Rescue Plan Act of 2021 allocation. 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.

35	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
36	Discussion related to the Hays County inmate population, to include current population counts and costs.
36	BECERRA
37	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety
31	facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
38	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible
30	discussion and action may follow. BECERRA

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 20th 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.

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

ITEM TYPE PROCLAMATIONS/PRESENTATIONS August 24, 2021 LINE ITEM NUMBER AUDITOR USE ONLY	AMOUN	IT REQUIRED N/A
LINE ITEM NUMBER		N/A
AUDITOR USE ONLY		
AUDITOR USE ONLY		
AUDITOR COMMENTS:		
PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REV	TIEW: N/A	
REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A
SUMMARY		
See attached proclamation.		



PROCLAMATION DECLARING SEPTEMBER 2021 AS EMERGENCY PREPAREDNESS MONTH

WHEREAS, Hays County residents, businesses and organizations are, unfortunately, often called upon to endure the possibility and the reality of emergency situations such as wildfires, floods, droughts, tornados, pandemics, cyber-attacks, and hazardous materials accidents; and

WHEREAS, as recently as 2015, in Wimberley and San Marcos, and 2019, in Dripping Springs, major floods in our county claimed lives and caused immense property destruction from which it took years to recover; and

WHEREAS, all residents should ensure that they are prepared to face those threats for the best possible outcome to reduce the loss of life and property; and

WHEREAS, residents are encouraged to develop and practice emergency plans which include a communications strategy, emergency rendezvous locations, and a preparedness kit for home, work and travel taking into consideration the needs of the members of their household including their pets; and

WHEREAS, residents are encouraged to register and attend Community Emergency Response Team (CERT) classes; and

WHEREAS, potential threats may change rapidly, and residents may stay informed on haysinformed.com and by registering their address at warncentraltexas.org and to follow instructions from local officials and first responders.

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court proclaims September 2021 as

Emergency Preparedness Month

and calls upon the residents, businesses and organizations of Hays County to take advantage of preparedness planning information available through federal, state and local emergency management offices and to attend the Hays County Office of Emergency Services Preparedness Fair September 11, 2021 at the Hays Consolidated Independent School District Performing Arts Center, located at 979 Kohler's Crossing, Kyle, TX. and register your address for emergency notifications at warncentraltexas.org

ADOPTED THIS THE 24TH DAY OF AUGUST, 2021

	Ruben Becerra Hays County Judge	
Debbie Gonzales Ingalsbe Commissioner, Pct. 1		Mark Jones Commissioner, Pct. 2
Lon A. Shell Commissioner, Pct. 3		Walt Smith Commissioner, Pct. 4
TEST:		

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM				
Approve payment of County invoices.				
ITEM TYPE	MEETING DATE	G DATE AMOUNT REQUIRED		
CONSENT	August 24, 2021			
LINE ITEM NUMBER				
	AUDITOR USE ONLY			
AUDITOR COMMENTS:	AUDITOR USE ONET			
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR APPROVAL:	N/A	
REQUESTED BY		SPONSOR	CO-SPONSOR	
Auditor's Office		VILLARREAL- ALONZO	N/A	
SUMMARY				

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.			
ITEM TYPE	MEETING DATE	AMOUNT REQUIRED	
CONSENT	August 24, 2021		
LINE ITEM NUMBER			
	AUDITOR USE ONLY		
AUDITOR COMMENTS:			
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR APPROVAL:	N/A
REQUESTED BY		SPONSOR	CO-SPONSOR
Auditor's Office		VILLARREAL- ALONZO	N/A
SUMMARY			

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM Approve the payment of United Healthcare claims. **ITEM TYPE MEETING DATE AMOUNT REQUIRED** CONSENT August 24, 2021 **LINE ITEM NUMBER AUDITOR COMMENTS: PURCHASING GUIDELINES FOLLOWED:** N/A **AUDITOR APPROVAL:** N/A **REQUESTED BY SPONSOR CO-SPONSOR** VILLARREAL-Auditor's Office N/A **ALONZO SUMMARY**

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 August 10, 2021. **MEETING DATE ITEM TYPE AMOUNT REQUIRED** CONSENT August 24, 2021 **LINE ITEM NUMBER AUDITOR COMMENTS: PURCHASING GUIDELINES FOLLOWED:** N/A **AUDITOR REVIEW:** N/A **REQUESTED BY SPONSOR CO-SPONSOR CARDENAS BECERRA** N/A **SUMMARY**

Minutes sent to the Court under separate cover.

HAYS COUNTY COMMISSIONERS' COURT MINUTES



AUGUST 10, 2021

STATE OF TEXAS * COUNTY OF HAYS *

ON THIS THE 10th DAY OF AUGUST A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA

DEBBIE GONZALES INGALSBE

MARK JONES

LON A. SHELL

WALT SMITH

ELAINE H. CÁRDENAS

COUNTY JUDGE

COMMISSIONER, PCT. 1

COMMISSIONER, PCT. 3

COMMISSIONER, PCT. 4

COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Mark Jones gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dan Lyon made a public comment regarding the economic impact of job availability and expressed concerns over the county's role in economic development. Rodrigo Amaya made a public comment regarding corruption within county government and encouraged citizens to report any corrupt activity.

HOLD A MOMENT OF SILENCE IN MEMORY OF JUDGE BERT COBB, M.D. AND GIVE WORDS OF REMEMBRANCE.

Commissioners Shell, Ingalsbe, Jones, and Smith, Judge Becerra, Mark Kennedy, General Counsel, Marisol Alonzo, Auditor, Vickie Dorsett, First Assistant County Auditor, and Tammy Crumley, Director of Countywide Operations, gave words of remembrance for Judge Bert Cobb, M.D. No action taken.

36669 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36670 APPROVE PAYMENTS OF JUROR CHECKS.

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

36671 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

Clerk's Note Agenda Item #5 RE: APPROVE COMMISSIONERS COURT MINUTES OF JULY 27, 2021 AND AUGUST 3, 2021. - WAS PULLED.

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.



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

36673 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR FOUR BUILDINGS SERVING A WINERY LOCATED AT 3700 BELL SPRINGS RD, DRIPPING SPRINGS, TX 78620.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for four buildings serving a winery located at 3700 Bell Springs Rd, Dripping Springs, TX 78620. All present voted "Aye." MOTION PASSED.

36674 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR ONE SINGLE FAMILY RESIDENCE AND TWO TINY HOMES LOCATED AT 2529 HUGO RD, WIMBERLEY, TX, 78676.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for one single family residence and two tiny homes located at 2529 Hugo Rd, Wimberley, TX, 78676. All present voted "Aye." MOTION PASSED.

36675 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.

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

36676 ACCEPT THE FISCAL YEAR 2020 HAYS COUNTY EMERGENCY SERVICES DISTRICT #7 AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept the Fiscal Year 2020 Hays County Emergency Services District #7 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

36677 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR FITZ RV PARK EAST SYSTEM LOCATED AT 6990 W. FITZHUGH ROAD, DRIPPING SPRINGS, TX 78620.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for Fitz RV Park EAST system located at 6990 W. Fitzhugh Road, Dripping Springs, TX 78620. All present voted "Aye." MOTION PASSED.

36678 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR FITZ RV PARK WEST SYSTEM LOCATED AT 6990 W. FITZHUGH ROAD, DRIPPING SPRINGS, TX 78620.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for Fitz RV Park WEST system located at 6990 W. Fitzhugh Road, Dripping Springs, TX 78620. All present voted "Aye." MOTION PASSED.

36679 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 2 - TWO BEDROOM CABINS LOCATED AT 11391 BONHAM RANCH ROAD, DRIPPING SPRINGS, TX 78620.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for 2 - two bedroom cabins located at 11391 Bonham Ranch Road, Dripping Springs, TX 78620. All present voted "Aye." MOTION PASSED.



36680 APPROVE UTILITY PERMITS.

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

36681 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.

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

36682 AUTHORIZE THE JAIL DIVISION TO ADD A CELL PHONE ALLOWANCE FOR THE JAIL SERGEANT POSITION, SLOT 0620-003 EFFECTIVE AUGUST 16, 2021.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Jail Division to add a cell phone allowance for the Jail Sergeant position, slot 0620-003 effective August 16, 2021. All present voted "Aye." MOTION PASSED.

36683 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.

Dan Lyon made a public comment expressing concern over the cost of vehicle repairs. Commissioner Ingalsbe asked if these vehicles will continue to be used after repairs. Vickie Dorsett, First Assistant County Auditor, stated that while the sheriff's office did receive 20 new vehicles this year, the older vehicles will still be used. Commissioner Smith stated new vehicles take time to arrive so repairs must be done to keep the old vehicles working. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to 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. All present voted "Aye." MOTION PASSED.

36684 AMEND THE SHERIFF'S DRUG FORFEITURE FUND FOR THE PURCHASE OF TACTICAL HEADSETS FOR THE SWAT TEAM VALUED AT \$12,951.00.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the Sheriff's Drug Forfeiture Fund for the purchase of tactical headsets for the SWAT Team valued at \$12,951.00. All present voted "Aye." MOTION PASSED.

36685 AUTHORIZE THE SHERIFF'S OFFICE TO UTILIZE EQUIPMENT SAVINGS TO PURCHASE A REPLACEMENT COLLAPSIBLE CRATE VALUED AT \$860.00 FOR THE K-9 DIVISION.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to utilize equipment savings to purchase a replacement Collapsible Crate valued at \$860.00 for the K-9 Division. All present voted "Aye." MOTION PASSED.

36686 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.

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



36687 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.

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

36688 ACCEPT A \$10,000.00 CONTRIBUTION ON BEHALF OF THE HAYS COUNTY CHILD PROTECTIVE BOARD AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept a \$10,000.00 contribution on behalf of the Hays County Child Protective Board and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36689 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.

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

36690 AUTHORIZE THE COMMISSION PCT. 1 OFFICE TO PURCHASE ONE REPLACEMENT DELL OPTIPLEX 7090 DESKTOP COMPUTER AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Commission Pct. 1 Office to purchase one replacement Dell OptiPlex 7090 desktop computer and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36691 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.

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

36692 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH A 4-WAY STOP AT THE INTERSECTION OF OLD BASTROP HIGHWAY AND CENTERPOINT ROAD.

Judge Becerra opened the public hearing at 9:49 a.m. No comments were made. Judge Becerra closed the public hearing at 9:49 a.m. Commissioner Ingalsbe stated that the 4-way stop is needed due to increased traffic and accidents at this intersection. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to establish a 4-way stop at the intersection of Old Bastrop Highway and Centerpoint Road. All present voted "Aye." MOTION PASSED.

36693 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.



Judge Becerra opened the public hearing at 9:50 a.m. No comments were made. Judge Becerra closed the public hearing at 9:50 a.m. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to establish a 4-way stop at the intersection of Crosswinds Parkway, Windswept Way and the Amenity Center entrance in Crosswinds subdivision. All present voted "Aye." MOTION PASSED.

36694 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).

Judge Becerra opened the public hearing at 9:51 a.m. No comments were made. Judge Becerra closed the public hearing at 9:51 a.m. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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). All present voted "Aye." MOTION PASSED.

36695 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.

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

36696 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON AUGUST 24, 2021 TO ESTABLISH A 20 MPH SPEED LIMIT ON EASTERN ROAD.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to call for a public hearing on August 24, 2021 to establish a 20 MPH speed limit on Eastern Road. All present voted "Aye." MOTION PASSED.

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.

Commissioner Smith stated this will make the area safer. Judge Becerra thanked Commissioner Smith for this item. A motion was made by Commissioner Smith, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.

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).

Commissioner Jones stated that the project has changed from two lanes with shoulders to four lanes with a median. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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). All present voted "Aye." MOTION PASSED.



36699 PLN-1706-PC; HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO APPROVE THE FINAL PLAT OF THE DOUGLAS ESTATES SUBDIVISION, LOT D-38, REPLAT.

Judge Becerra opened the public hearing at 9:52 a.m. No comments were made. Judge Becerra closed the public hearing at 9:52 a.m. Colby Machacek, Hays County Planner, stated this item has full staff recommendation. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat of the Douglas Estates Subdivision, Lot D-38, Replat. All present voted "Aye." MOTION PASSED.

36700 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.

Judge Becerra opened the public hearing at 9:33 a.m. No comments were made. Judge Becerra closed the public hearing at 9:33 a.m. A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the final plat of the Pico Ranch 1, Tract 1R and Tract 3, Replat. All present voted "Aye." MOTION PASSED.

36701 PLN-1658-PC; CALL FOR A PUBLIC HEARING ON AUGUST 24TH, 2021 TO DISCUSS FINAL ACTION REGARDING THE BOOKY T SUBDIVISION, LOT 1, REPLAT.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a Public Hearing on August 24th, 2021 to discuss final action regarding the Booky T Subdivision, Lot 1, Replat. All present voted "Aye." MOTION PASSED.

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.

Rodrigo Amaya made a public comment expressing concern over tracking money given to hospitals. Tammy Crumley, Director of Countywide Operations, stated the grant is for a new program focused on community outreach. Commissioner Ingalsbe expressed appreciation for the Health Department's preventative work. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.

36703 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE ACCEPTANCE OF U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE FISCAL RECOVERY FUNDS.

Judge Becerra asked for consistent use of vocabulary when discussing items like these for the public's benefit. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the acceptance of U.S. Department of the Treasury Coronavirus State Fiscal Recovery Funds. All present voted "Aye." MOTION PASSED.

36704 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; **AUTHORITY** TO CERTAIN MEMBERS DELEGATING OF 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.



Dan Lyon made a public comment against the item. Dan Wegmiller, Specialized Public Finance, explained the item and stated pricing will be finished late August/early September. He answered Commissioner Smith's question about interest rates and spoke about the high demand for the bonds. Commissioner Shell stated that the bonds are a result of a 2020 election and are approved by the voters and the court. Commissioner Ingalsbe asked about the term length; Dan Wegmiller answered 20-25 years. Julie Houston, Hays County Bond Counsel/Orrik Law Firm, stated the bonds are offered publicly and are held electronically by DTC on behalf of the bond holders. A motion was made by Commissioner Shell, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.

36705 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.

Commissioner Shell stated this item covers increased costs of signal poles. A motion was made by Commissioner Shell, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.

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.

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

36707 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.

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

36708 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.

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

Clerk's Note Agenda Item #43 RE: 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. - WAS PULLED.

11:00 A.M. - BUDGET WORKSHOP REGARDING THE FY 2022 HAYS COUNTY BUDGET. POSSIBLE ACTION MAY FOLLOW.

Judge Becerra opened the workshop at 11:05 a.m. Constable John Ellen, Pct. 5, presented a budget request for Precinct 5 and a salary modification request for the constables. Constable Don Montague, Pct. 3, presented a



budget request for Precinct 3. Constable Ron Hood, Pct. 4, presented a budget request for Precinct 4. Constable David Peterson, Pct. 1, presented a budget request for Precinct 1. Judge Chris Johnson, County Court-at-Law #2, contributed to Constable Peterson's presentation. No action taken.

Clerk's Note: Executive Session began at 10:11 a.m. and resumed back into open court at 11:02 a.m.

36709

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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the office of General Counsel to attain appraisal services in relation to real property owned by Hays County located at or near Clovis Barker Road, San Marcos in Pct. 1; And to develop and implement an application process for attaining real estate brokerage services for that property. All present voted "Aye." MOTION PASSED.

36710

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.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Purchase and Sale Agreement between Hays County and Clark Wilson Myers Investment Trust related to the acquisition of 0.95 acres of Right of Way and .126 acres of Temporary Construction Easement along Winters Mill Parkway in Precinct 3, as presented in Executive Session. All present voted "Aye." MOTION PASSED.

36711

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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize execution of a Resolution related to the acquisition of .0126 acres of Right of Way and .0478 acres of Permanent Utility Easement from Fabian Ramirez, Olga Jaimes, Dianna Jasmine Ramirez Jaimes, and Lorena Ramirez Jaimes, declaring the public necessity for acquiring said property and easement by condemnation for the purpose of improving Cotton Gin Road (CR 129); And ordering that the condemnation proceed. All present voted "Aye." MOTION PASSED.

36712

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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize execution of a resolution related to the acquisition of .222 acres of Right of Way and .256 acres of Temporary Construction Easement from "31872 RR 12, LLC", declaring the public necessity for acquiring said property and easement by condemnation, for the purpose of improving the intersection of FM 3237 and Winters Mill Parkway; And ordering that the condemnation proceed. All present voted "Aye." MOTION PASSED.

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.

No action taken.

Clerk's Note Agenda Item #50 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. - WAS PULLED.

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average for the week of August 1-7, 2021 was 610, with a peak of 618 on August 3, 2021. The estimated cost for outsourcing inmates this week was \$68,550. The average number of outsourced males is 164 and females is 0. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, and Guadalupe. No action taken.

Clerk's Note: Judge Becerra stated the fire marshal has recommended no burn ban immediately after discussion related to the Hays County Inmate Population.

Clerk's Note Agenda Item #52 RE: DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. - WAS PULLED.

Clerk's Note Agenda Item #53 RE: UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW. - WAS PULLED.

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 12:25 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on <u>AUGUST 10</u>, 2021.



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

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 31, 2021 payroll disbursements in an amount not to exceed \$4,315,000.00 effective August 31, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE		AMOUN	NT REQUIRED	
CONSENT	August 24, 2021		N/A		
LINE ITEM NUMBER					
N/A					
	AUDITOR USE ONLY				
AUDITOR COMMENTS:					
PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A					
REQUESTED BY		SPO	NSOR	CO-SPONSOR	
Britney Richey, Hays County Treasurer		BEC	ERRA	N/A	
SUMMARY					
Approve the August end of month payroll disbursements not to exceed \$4,315,000.00.					

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

Term: September 1, 2021 - August 31, 2022.

Attachment: FY 2022 SAVNS Grant Contract

Authorize the acceptance of an award and the execution of the FY2022 Statewide Automated Victim Notification Services (SAVNS) Maintenance Grant Contract in the amount of \$30,143.66.

ITEM TYPE	MEETING DATE	AMOUNT	REQUIRED		
CONSENT	August 24, 2021	1	N/A		
LINE ITEM NUMBER					
001-618-99-004]					
	AUDITOR USE ONLY				
AUDITOR COMMENTS:	AUDITOR USE ONLY				
PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO					
REQUESTED BY		SPONSOR	CO-SPONSOR		
Sheriff Gary Cutler		BECERRA	N/A		
SUMMARY					
The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. The contract No. 2218915					



RE: FY 2022 SAVNS Grant Contract

Contract Number: 2218915

Grantee: Hays County

Amount: \$30,143.66

Executed:

Term: September 1, 2021 – August 31, 2022

Budget Coding:

ORG PCA Agy Obj

966 10352 5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2218915

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Hays County

(GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

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

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2021 and shall terminate August 31, 2022, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

SAVNS Contract - FY 2022 Page 1 of 23 Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

- **3.1.1** Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:
 - **a.** <u>6 Additional Services</u>: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
 - **b.** <u>Section 7.1 Performance Reports</u>: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
 - c. <u>Section 7.2 Performance Remedies</u>: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
 - d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
 - e. <u>Sections 9.3(b), 9.3(c)</u>. and 9.3(d) <u>Information Security</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
 - **f.** <u>Section 9.4(b)(iv) Security Breach Procedures</u>: GRANTEE may require

- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- h. <u>Section 10.4 Exclusions</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- i. <u>Section 12.1 Limitation of Liability</u>: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- j. <u>Section 12.2 Indemnification</u>: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- **k.** <u>Section 14.5 Dispute Resolution</u>: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.
- 3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.
- **3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

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

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

- **3.4** Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.
- 3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the Grant Contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.
- **3.6 Scope of Services.** For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.
- **3.7 Special Conditions.** The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG,

SAVNS Contract - FY 2022 Page 4 of 23 at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

- **4.1.1** Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.
- **4.1.2** Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.
- **4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the Grant Contract.

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

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

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

SAVNS Contract - FY 2022 Page 5 of 23 GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

- **4.1.5** Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.
- **4.1.6 Public Information Act.** Information, documentation, and other material in connection with this contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

4.2 Programmatic Reports

- **4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.
- **4.2.2 Written Explanation of Variance.** GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.
- **4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other

SAVNS Contract - FY 2022 Page 6 of 23 programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

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

4.3 Financial Matters

- **4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.
- **4.3.2 Quarterly Requests for Reimbursement.** OAG grant funds will be paid on a costreimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.
 - **a.** GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.
 - **b.** GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.
 - c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

- **4.3.3 Limited Pre-Reimbursement Funding to GRANTEE**. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:
 - a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
 - b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract:
 - c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
 - d. An invoice to the OAG that complies with the requirements of the OAG; and
 - e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.
- **4.3.4 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:
 - **a. Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
 - **b.** Equipment Inventory Report. To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.
- 4.3.5 Annual Independent Financial Audit Report. GRANTEES that are required to undergo a single audit or Annual Independent Financial Audit by statute, regulation, or organizational policy must complete and submit the Single Audit or Annual Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. Additionally, the Annual Independent Financial Audit will meet Generally Accepted Government Auditing Standards in the event a Single Audit is not required. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.
- **4.3.6** Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal

year covered by the term of this Grant Contract.

- **4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.
- **4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

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

- **4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.
- **4.3.10 Debts and Delinquencies.** GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

SECTION 5. OBLIGATIONS OF OAG

- **5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.
- 5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the

SAVNS Contract - FY 2022 Page 9 of 23 attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously unawarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

- **5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.
- 5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.

SECTION 6. TERMINATION

- 6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.
- **6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant

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Contract.

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

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

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

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

- **7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.
- **7.2 Records Retention.** GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. GRANTEE must include the substance of this clause in all subcontracts.
- **7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE

SAVNS Contract - FY 2022 Page 11 of 23 will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

- **7.4** Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.
- **State Auditor.** In addition to and without limitation on the other audit provisions of this 7.5 Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
- **7.6** Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the

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

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

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

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

- **9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.
- **9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.
- **9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing

SAVNS Contract - FY 2022 Page 13 of 23 funding, terminating this Grant Contract and/or any other appropriate sanction.

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

SECTION 10. GENERAL TERMS AND CONDITIONS

- 10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.
- 10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.
- 10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.
- 10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all

SAVNS Contract - FY 2022 Page 14 of 23 conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

- **10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).
- **10.6** Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.
- **10.7 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

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

SAVNS Contract - FY 2022 Page 15 of 23 All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENEARL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.
- 11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at

no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

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

- 11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.
- 11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.
- 11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.
- 11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

SAVNS Contract - FY 2022 Page 17 of 23

- 11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.
- 11.10 Governing Law; Venue. This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

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

- 11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.
- **11.12** No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.
- 11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.
- 11.14 Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

SAVNS Contract - FY 2022 Page 18 of 23

- **11.15** Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.
- 11.16 Executive Head of a State Agency Affirmation. In accordance of the with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.
- **11.17 Political Polling Prohibition.** GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- **11.18 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.
- **11.19 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.
- **11.20 Prior Disaster Relief Contract Violation**. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.
- 11.21 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.
- **11.22 Debarment and Suspension**. GRANTEE 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.

- 11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- 11.24 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.
- 11.25 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
 - a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
 - b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
 - c. Sections 2113.012 and 2113.101 of the Texas Government Code
- **11.26 Lobbying Expenditure Restriction.** GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.
- 11.27 No Waiver of Sovereign Immunity. The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.
- **11.28 Open Meetings**. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- 11.29 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is

eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

- **12.1** Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.
- 12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.
- **12.3 Amendment.** This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.
- **12.4 Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.
- 12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.
- **12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.
- **12.7 Signature Authority.** The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

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

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2218915

EXHIBIT A

Population Size: Large
The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant
Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its
duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if

any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed

the following:

Annual Cost for Jail	Annual Cost	Annual E-Vine	MAXIMUM
	for Courts	Upgrade Cost	REIMBURSABLE COSTS
\$24,478.16	\$4,068.60	\$1,596.90	\$30,143.66

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

EXHIBIT B

SECOND CONTRACT RENEWAL

PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No.

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc.** ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **SECOND CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract terminated on August 31, 2020, and was renewed through August 31, 2021. The Contract is hereby renewed, with this Second Contract Renewal Term ("Second Renewal Term") to begin on September 1, 2021 and end of August 31, 2022. Pursuant to Section 1 of the Contract, this Second Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

Signature	Date
Name	Title
Acknowledged by Appriss, Inc.	
Signature	Date
 Name	Title

DocuSign

Certificate Of Completion

Envelope Id: 0DE631E15C934F76AACDC58A8D1D63F8

Subject: Please DocuSign: FY 2022 SAVNS Grant Contract

Template ID:

Template ID Usage Tracking: Division Designed Templates:

Source Envelope:

Document Pages: 25 Signatures: 0
Certificate Pages: 7 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator: Karly Watson

PO Box 12548

Status: Sent

Austin, TX 78711-2548 Karly.Watson@oag.texas.gov IP Address: 204.64.56.14

Sent: 8/14/2021 3:22:29 PM Viewed: 8/16/2021 8:19:39 AM

Record Tracking

Status: Original Holder: Karly Watson

8/14/2021 3:22:12 PM Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events

Signature

Timestamp

Ruben Becerra

judge.becerra@co.hays.tx.us

Hays County Judge Hays County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/16/2021 8:19:39 AM

ID: de186122-d4db-4bdb-a00d-88e81bf008c1

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

General Counsel - Contract Attorneys

Signing Group: General Counsel - Contract

Attorneys

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

46

Signer Events Signature Timestamp

General Counsel, Contracts

Signing Group: General Counsel, Contracts Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS) Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Deputy Attorney General for Criminal Justice

Signing Group: Deputy Attorney General for Criminal

Justice

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Karly Watson

karly.watson@oag.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Accounting - DocuSign Contracts

ACC_DocuSign_Contracts@oag.texas.gov

Signing Group: Accounting - DocuSign Contracts

Inbox

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

GCD Contracts

GCDContracts@oag.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events Status Timestamp

Joshua Alexander

Joshua.Alexander@oag.texas.gov

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:Not Offered via DocuSign

Electronic Record and Signature Disclosure

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2021 3:22:29 PM

CONSUMER DISCLOSURE

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

Electronic signature

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

Security standards

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

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Office of the Attorney General

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

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

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

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

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

To request paper copies from Office of the Attorney General

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

To withdraw your consent with Office of the Attorney General

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

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

By checking the 'I agree' box, I confirm that:

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

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

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

Ratify the submission of the County Feral Hog Abatement Grant submission to the Texas A&M AgriLife Extension Services, Wildlife Services Program in the amount of \$7,500.00.

ITEM TYPE	MI	EETING DATE	AMO	UNT REQUIRED
CONSENT	August 24, 2021		\$1,250.00	
LINE ITEM NUMBER				
	AUE	DITOR USE ONLY		
AUDITOR COMMENTS:				
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVIEW	1: N/A	
REQUESTED BY			SPONSOR	CO-SPONSOR
T.CRUMLEY			JONES	N/A
SUMMARY The County Forel Hor Abetemont Creation				to (Tourish and Inc.)

The County Feral Hog Abatement Grant is designed to encourage counties across the State of Texas to make a concentrated and coordinated effort to reduce the feral hog population and the damage caused by these animals throughout the year.

Hays County will enter into an ICA with the Texas State University Meadows Center for Water and the Environment to provide professional services toward project management participate in a co-managed, regional feral hog abatement effort with cooperating counties including, Caldwell and Guadalupe.

Total Project Cost: \$7,500.00

Match: \$1,250.00

Submission will be via email and was due on August 20, 2021.

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 3 - 792 square foot houses at 660 Wayside Drive, Wimberley, Texas 78676.

ITEM TYPE	MEETING DATE		AMOUI	NT REQUIRED
CONSENT	August 24, 2021			
LINE ITEM NUMBER				
	AUDITOR USE ONL			
AUDITOR COMMENTS:				
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR F	REVIE	W: N/A	
REQUESTED BY			SPONSOR	CO-SPONSOR
Marcus Pacheco, Director of Develop	pment Services		SHELL	N/A

SUMMARY

Joseph Jamieson of Jamieson Properties LLC is proposing an OSSF to serve 3 houses. This 3.68-acre tract of land is Lot 2 in the Canyon Oaks Subdivision and will be served by a private well for a potable water supply. The system designer, Corrie Smith, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 540 gallons.

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 Elections Office to purchase (3) laptops to be used for voter registration and voter list maintenance activities and amend the budget accordingly.

ITEM TYPE	MEE	TING DATE	_	AMOUI	NT F	REQUIRED
CONSENT	August 24, 2021		\$5,290.95		0.95	
LINE ITEM NUMBER 002-655-00.5712_400			J L			
	AUDI	TOR USE ONLY				
AUDITOR COMMENTS:						
PURCHASING GUIDELINES FOLLOWED:	YES	AUDITOR RE\	VIEW:	MARISOL VI	LLA	RREAL-ALONZO
REQUESTED BY			s	PONSOR	_	CO-SPONSOR
Jennifer Anderson	l		,	JONES		N/A
SUMMARY						
These are replacement laptops for three or						

purchase will be reimbursed from our Chapter 19 funds that are distributed by the Sec of State for purchases that enhance and increase voter registration.

Budget Amendment:

Increase Intergovernmental Revenue - .4301

Increase Computer Equipment_Ops - .5712_400



(3) Surface Laptop 4 i7_16_256 | Hays Co | parodri

USQ-000055606

Microsoft Store

One Microsoft Way, Redmond, WA 98052, United States

EFFECTIVE FROM:

8/7/2021

EFFECTIVE TO:

9/6/2021

Company Name:	Hays County
Account Number:	USA-0000777502
Contact Email:	Marva@co.hays.tx.us
Phone:	5123932845

	Hays County, Auditor 712 South Stagecoach Trail Ste 1071 San Marcos, TX 78666 USA		Hays County Information Technology 712 South Stagecoach Trail, Ste 1206 San Marcos, TX 78666 USA
--	---	--	---

Comments: TEXAS DIR Contract # CPO-4471

QTY	DESCRIPTION	SKU	MSRP	DISCOUNT	UNIT PRICE	LINE TAX	LINE TOTAL
3	Microsoft Surface Laptop 4 15" Comm i7/16/256 (Platinum (5IF-00024	\$1,699.99	\$688.50	\$1470.49	\$0.00	\$4,411.47
3	MS CFB+ ADH SRFC Laptop3/4 US 4Y from Prchse	HP3-00105	\$349.00	\$167.52	\$293.16	\$0.00	\$879.48
1	Microsoft Tracking SKU - Texas DIR Dept of Info Resources	QL6-00005	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Microsoft Tracking SKU - Surface DR	QL6-00007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL DISCOUNT	\$856.02
SHIPPING COST	\$0.00
Fee/Charges	\$0.00
SUBTOTAL	\$5,290.95
TOTAL TAX	\$0.00
TOTAL	\$5,290.95

Authorized Buyer:	Marisol Villarreal- Alonzo		
Authorized to Pick:	Marisol Villarreal- Alonzo		

Quote Status:	Active
CreatedBy:	Paul Rodriguez

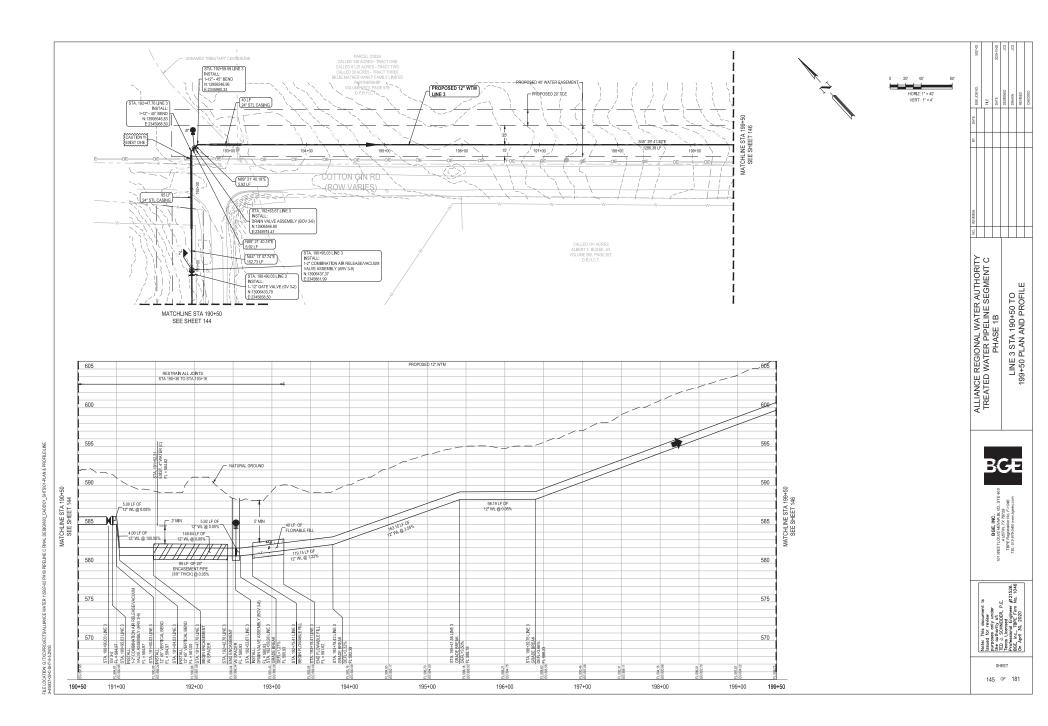
Hays County Commissioners Court Tuesdays at 9:00 AM

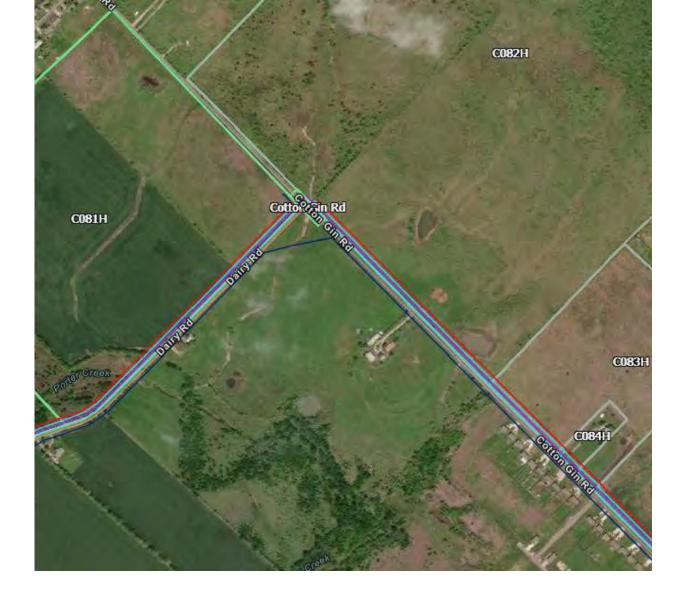
Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM					
Approve Utility Permits.					
ITEM TYPE		MEETING DATE		AMOUN	required
CONSENT		August 24, 2021			
LINE ITEM NUMBER					
		AUDITOR USE ONL'	Y		
AUDITOR COMMENTS:					
PURCHASING GUIDELINES	S FOLLOWED:	N/A AUDITOR F	REVIEV	V : N/A	
R	EQUESTED BY			SPONSOR	CO-SPONSOR
Je	rry Borcherding			INGALSBE	N/A
SUMMARY				_	
Permit #:	Road Na			Utility Company:	
TRN-2021-4621-UTL		Gin Road (Bore)		Alliance (Water)	
TRN-2021-4622-UTL	CR 158			Alliance (Water)	
TRN-2021-4624-UTL		st Road (Bore)		Alliance (Water)	
TRN-2021-4625-UTL	Bunton l	Lane (Bore)		Alliance (Water)	

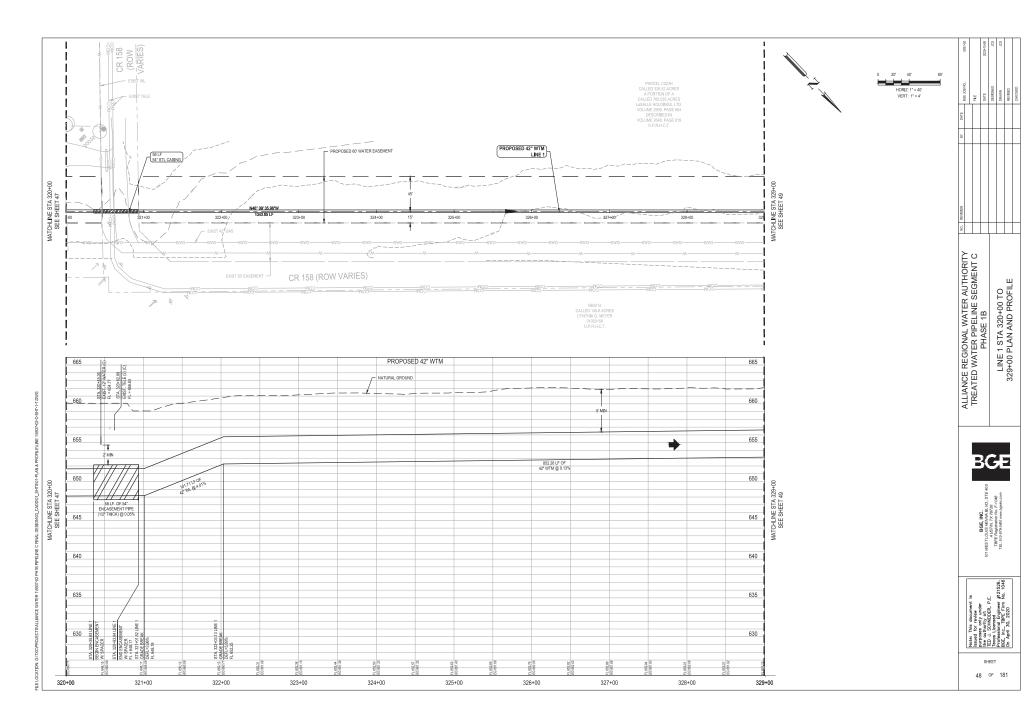


** Notification must be given MIN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **						
The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize 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 be	egin on or after Beginning o	of 2022.				
	Name: Alliance Regional Water Authority Address: 1040 Highway 123 San Marcos TX Phone:					
Engineer / Contractor Information: Name: Address: TX Phone: Contact Name:						
Hays County Information: Utility Permit Number: TRN-2021- Type of Utility Service: Water Tra Project Description: Road Name(s): Cotton Gin Rd,, Subdivision: Commissioner Precinct:	nsmission					
What type of cut(s) will you be using?	Boring X Trenching	☐ Overhead ☐ N/A				
	y Hays County Transportatio it was approved in Hays Coul	n Department nty Commissioners Court on .				
Mart Bell	Engineering Technician	08/18/2021				
Signature	Title	Date				





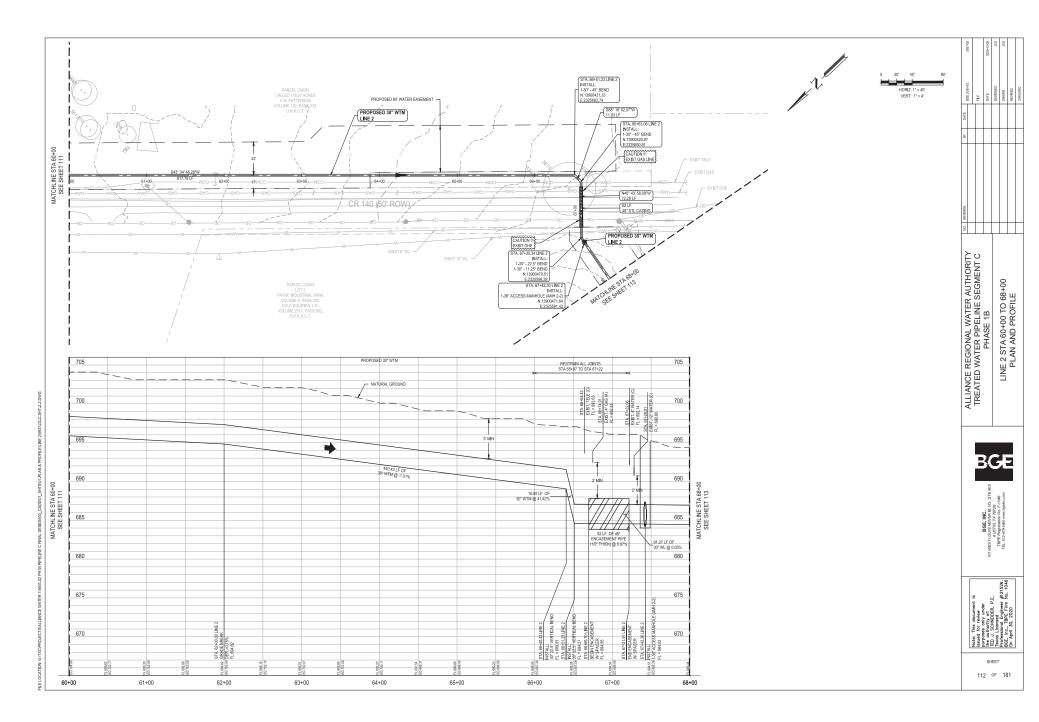
** Notification must be given IN WRI	ITING at least 24 hours before with must be implemented throu	work begins and proper traffic control ghout the work zone. **
The utility company or any of its repruse Best Management Practices to minstallation AND will insure that traff Manual of Uniform Traffic Control De	ninimize erosion and sedimenta ic control measures complying	ation resulting from the proposed with applicable portions of the Texas
General Special Provisions: 1. Construction of this line w	rill begin on or after Beginning (of 2022 .
Utility Company Information: Name: Alliance Regional Wate Address: 1040 Highway 123 Sa Phone: Contact Name: Graham Moon	n Marcos TX	
Engineer / Contractor Information: Name: BGE Address: 101 West Louis Henn Phone: Contact Name: Daniel LaCour		
Hays County Information: Utility Permit Number: TRN-20 Type of Utility Service: Water Project Description: Road Name(s): Co Rd 158,,,, Subdivision: Commissioner Precinct:	Transmission	
What type of cut(s) will you be using?	Boring X Trenching	Overhead N/A
	n by Hays County Transportation Prmit was approved in Hays Cou	· · · · · · · · · · · · · · · · · · ·
Mark Bell	Engineering Technician	08/17/2021
Signature	Title	Date

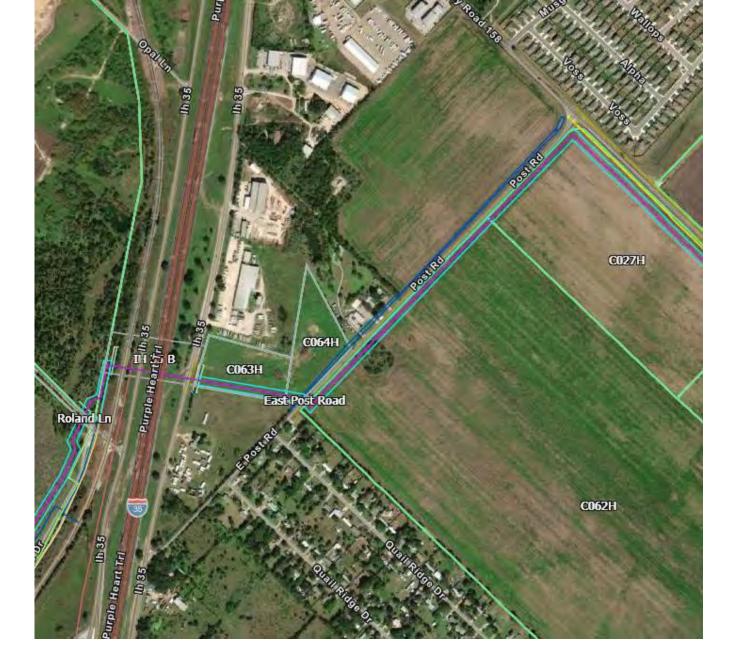






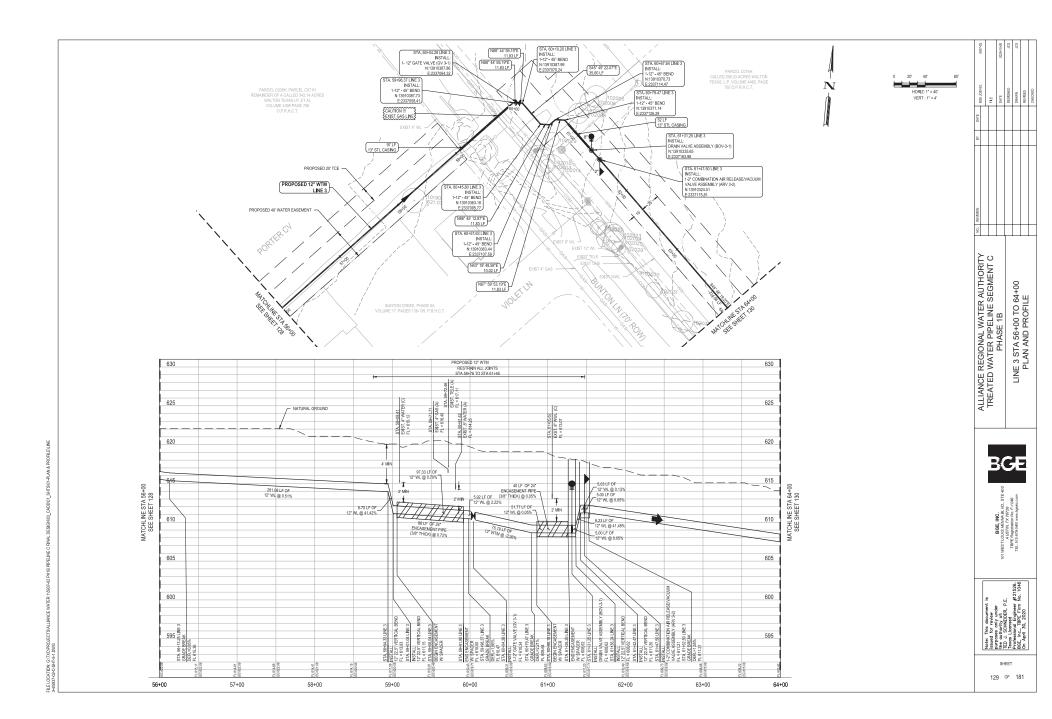
** Notification must be given <u>IN WRITING</u> at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **					
The utility company or any of its represe use Best Management Practices to minir installation AND will insure that traffic co Manual of Uniform Traffic Control Device	mize erosion and sedimentat ontrol measures complying v	cion resulting from the proposed with applicable portions of the Texas			
General Special Provisions: 1. Construction of this line will b	egin on or after Beginning o	of 2022 .			
Utility Company Information: Name: Alliance Regional Water A Address: 1040 Highway 123 San N Phone: Contact Name: Graham Moore	-				
Engineer / Contractor Information: Name: Address: TX Phone: Contact Name:					
Hays County Information: Utility Permit Number: TRN-2021- Type of Utility Service: Water Train Project Description: Road Name(s): E Post Rd,,,,,,, Subdivision: Commissioner Precinct:					
What type of cut(s) will you be using?	Boring X Trenching	Overhead N/A			
	y Hays County Transportation t was approved in Hays Cour	n Department nty Commissioners Court on .			
Mark Bell	Engineering Technician	08/18/2021			
Signature	Title	Date			

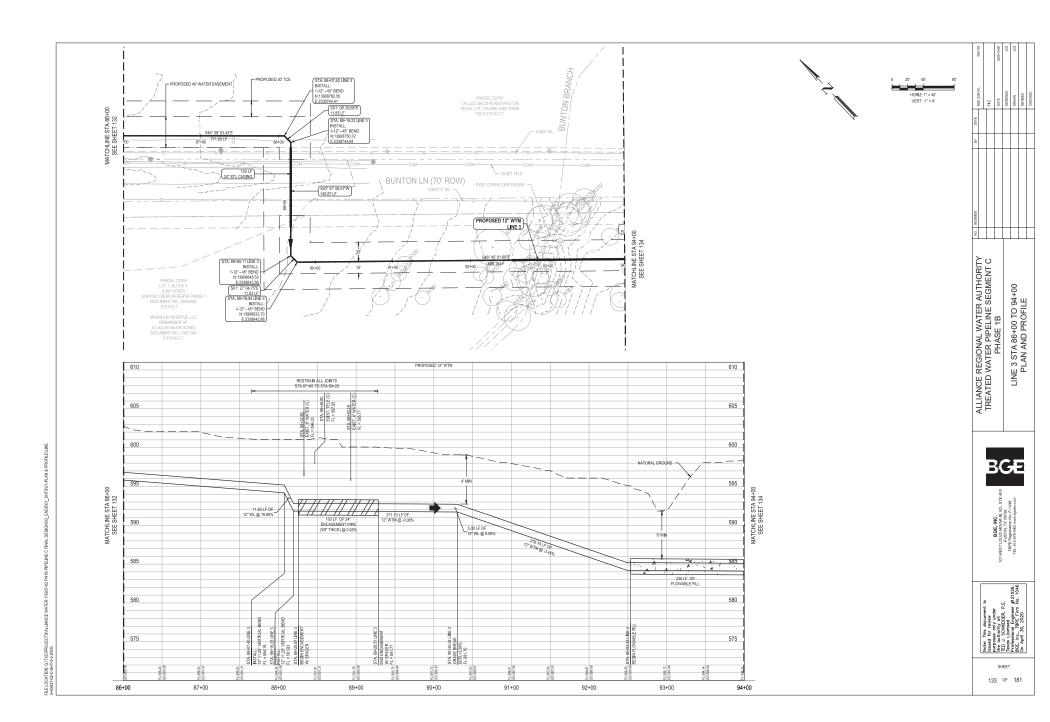


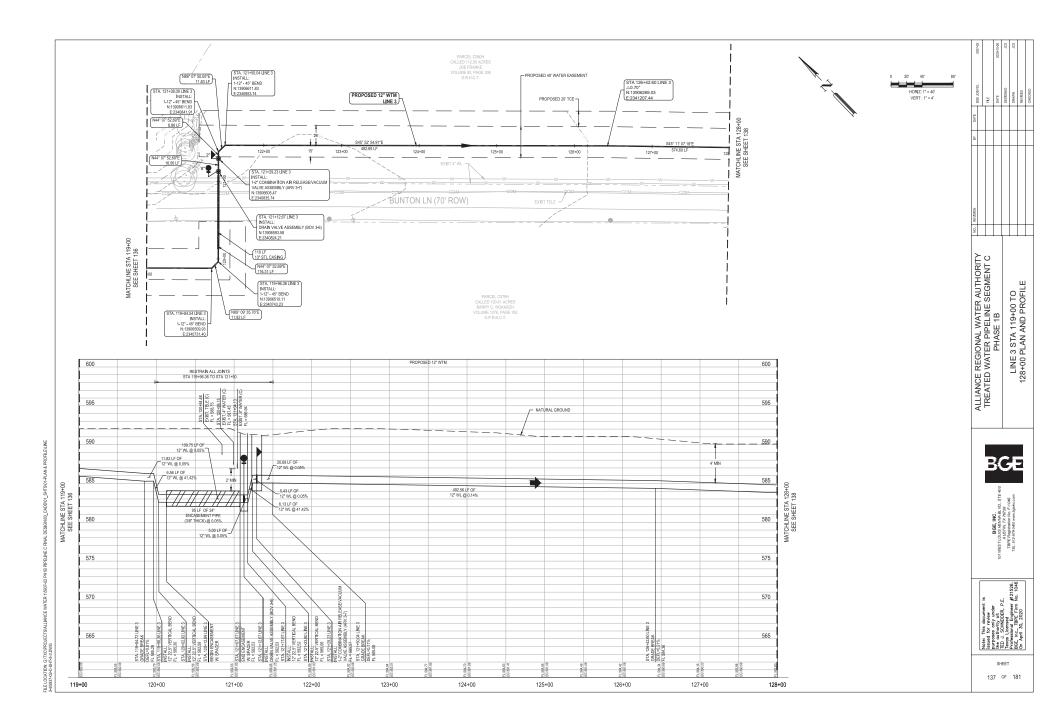


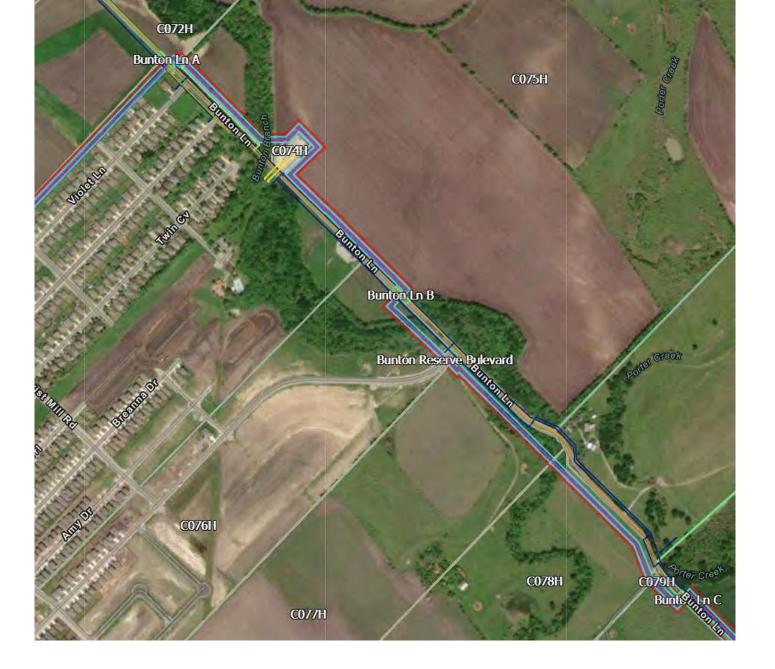


** Notification must be given <u>IN WRITING</u> at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **						
use Best Management Practices to	minimize erosion and sedimenta fic control measures complying	with applicable portions of the Texas				
General Special Provisions: 1. Construction of this line v	will begin on or after Beginning o	of 2022 .				
Utility Company Information: Name: Alliance Regional Wate Address: 1040 Highway 123 S Phone: Contact Name: Graham Moo	an Marcos TX					
Engineer / Contractor Information: Name: Address: TX Phone: Contact Name:						
Hays County Information: Utility Permit Number: TRN-2 Type of Utility Service: Wate Project Description: Road Name(s): Bunton Ln,, Subdivision: Commissioner Precinct:	r Transmission					
What type of cut(s) will you be using?	☐ Boring	☐ Overhead ☐ N/A				
	on by Hays County Transportation Permit was approved in Hays Cou	•				
MarkBell	Engineering Technician	08/18/2021				
Signature	Title	Date				









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 re-appointment of Commissioner Lon Shell and Commissioner Debbie Ingalsbe, to the Greater San Marcos Partnership (GSMP) Board of Directors.

ITEM TYPE	MEETING DATE	AMOU	NT REQUIRED				
CONSENT	August 24, 2021						
LINE ITEM NUMBER							
	AUDITOR USE ONLY	/					
AUDITOR COMMENTS:							
PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A							
REQUESTED BY	REQUESTED BY SPONSOR CO-SPONSOR						
		SHELL	N/A				

SUMMARY

Hays County has 2 positions on the GSMP Board of Directors. The positions are to be held by members of Commissioner Court. Commissioner Shell and Commissioner Ingalsbe have been nominated to be re-appointed to the GSMP Board of Directors contingent on the County's approval.

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

Budget Amendment:

Increase Contributions - .4610 Increase Data Supplies - .5202

Authorize the Hays County Parks Department to accept a \$500.00 donation from Raucous Content for the purchase of supplies related to community and educational outreach and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT F	REQUIRED
CONSENT	August 24, 2021	\$5	00
LINE ITEM NUMBER			
001-700-00.5202			
	AUDITOR USE ONLY		
AUDITOR COMMENTS:	AUDITOR GOL GILL		
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR REVIE	W: MARISOL VILLA	RREAL-ALONZO
REQUESTED BY		SPONSOR	CO-SPONSOR
T. CRUMLEY		SHELL	N/A
SUMMARY			
The Hays County Parks Department receive equipment that will be utilized for communit memory card. The supplies will be used to find videos that will be used during outreach even	y and educational outreach. I film educational videos that w	tems include a video ca	amera, tripod, and

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 JM Engineering, LLC to replace the existing R-22 Warehouse AC unit with a new 5 Ton, 14 SEER American Standard HVAC located at the Rainbow Room in the amount of \$7,920.29 and amend the budget accordingly.

ITEM TYPE	ME	ETING DATE		AMOUN	IT REQUIRED				
CONSENT	August 24, 2021		August 24, 2021		CONSENT August 24, 2021		\$7,920.29		7,920.29
LINE ITEM NUMBER									
001-695-00.5719_700									
	AUD	ITOR USE ONLY							
AUDITOR COMMENTS:									
PURCHASING GUIDELINES FOLLOWED:	YES	AUDITOR RE	/IEW:	MARISOL VII	LARREAL-ALONZO				
REQUESTED BY			S	PONSOR	CO-SPONSOR				
T. CRUMLEY			IN	GALSBE	N/A				
SUMMARY									
The current R-22 Warehouse AC located	at the Rain	nbow Room is ove	r 10 ye	ars old and has	failed. Replacement				

The current R-22 Warehouse AC located at the Rainbow Room is over 10 years old and has failed. Replacement parts are not available. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a quote recommending the replacement of the unit and will replace it with a new 5 Ton American Standard Unit.

Attachments:

JM Engineering Proposal Specs for new unit

Budget Amendment:

Increase Building Maintenance Misc. Capital Equipment 001-695-00.5719_700

Decrease Building Maintenance Building Maintenance and Repair 001-695-00.5451



JM Engineering, LLC 1314 Hillridge Drive Round Rock, Texas 78665 Date: August 18, 2021

Quote No: 012421

Quote Expiration: 30 days after above date

To: Chris Deichmann

Hays County - County Wide Operations

Office: 512-393-7659

Email: chris.deichmann@co.hays.tx.us

Project: HVAC Maint & Repair Services

Contract No: RFP 2020-P01 Location: Rainbow Room

Broadway Street San Marcos, Texas 78666

Scope of Services:

JM Engineering will replace existing R-22 Warehouse AC unit with new 5 Ton, 14 SEER American Standard Straight Cool Split System. Scope of work also includes adding new 15 KW heat kit, R-410a refrigerant, pad for outdoor unit, testing system after installation, final job site cleanup and completing service ticket.

All work will be completed during normal business hours. Quote includes material and labor costs up to the amount listed below. Quote does not include obtaining City permits. Quote does not include any unknown issues found while performing these scope of services. If any unknown issues are discovered, JM Engineering will contact Hays County representative to determine next steps and/or solutions.

Pricing - Labor						
Task	Labor	Hours		Extended Price		
IdSN		Over Time		LAterided Frice		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$86.44 per hour)	18.0		\$	1,555.92		
Tech Helper, Monday - Friday - Regular Hours (\$67.49 per hour)	13.0		\$	877.37		
Subtotal	31.0	0	\$	2,433.29		
				·		

Pricing - Material

Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
5 Ton, 14 SEER American Standard Straight Cool Split System with 15 KW Heat Kit and Pad for Outdoor Unit	1.20	EA	\$ 3,740.00	\$ 4,488.00
R-410a Refrigerant and Miscellaneous Material	1.20	EA	\$ 770.00	\$ 924.00
Subtotal	\$ 5,487.00			
GRAND TOTAL				\$ 7,920.29

Thank you for this opportunity to be of service. If you have any questions or need additional information, please feel free to give me a call.

Sincerely, Chad Liesman JM Engineering, LLC

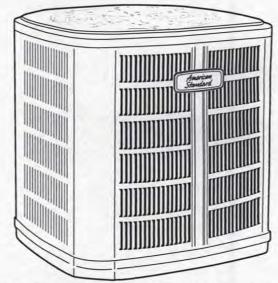
Office: 512-874-9245 Mobile: 512-966-3959

chad.liesman@jm-engineer.com

Submittal

Split System Cooling

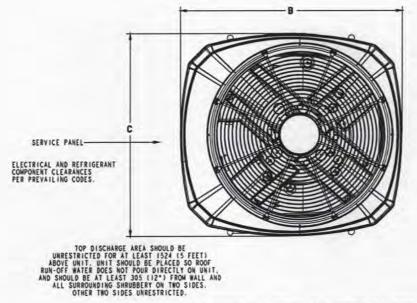
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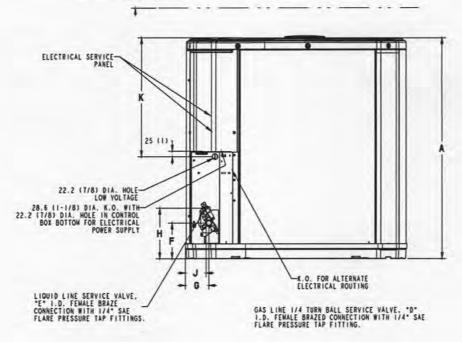


Note: "Graphics in this document are for representation only. Actual model may differ in appearance."

June 2021

4A7A4060L-SUB-1F-EN





Model	Base	A	В	C	D	E	F	G	H	J	K
4A7A4060L	4	943 (37-1/8)	946 (37-1/4)	870 (34-1/4)	7/8	3/8	152 (6)	98 (3-7/8)	219 (8-5/8)	86 (3-3/8)	508 (20)

			S	OUND POW	ER LEVEL				
Model	A-Weighted Sound				Full Octav	e Sound Power	[dB]		
110001	Power Level [dB(A)]	63 Hz*	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz
4A7A4060L	71	81	72	69	69	66	60	57	54

4A7A4060L-SUB-1F-EN

OUTDOOR UNIT (a) (b)	4A7A4060L1000A
POWER CONNS V/PH/HZ (c)	208/230/1/60
MIN. BRCH. CIR. AMPACITY	27
BR, CIR, PROT. RTG MAX. (AMPS)	50
COMPRESSOR	DURATION™-SCROLL
NO. USED — NO. STAGES	1-1
VOLTS/PH/HZ	208/230/1/60
R.L. AMPS (d) — L.R. AMPS	20.8 - 127.1
FACTORY INSTALLED	
START COMPONENTS (e)	NO (Uses BAYKSKT263)
INSULATION/SOUND BLANKET	NO
COMPRESSOR HEAT	NO
OUTDOOR FAN	PROPELLER
DIA. (IN.) - NO. USED	27.5 - 1
TYPE DRIVE — NO. SPEEDS	DIRECT-1
CFM @ 0.0 IN. W.G. (f)	4340
NO. MOTORS — HP	1 - 1/5
MOTOR SPEED R.P.M.	835
VOLTS/PH/HZ	200/230/1/60
F.L. AMPS	1.05
OUTDOOR COIL - TYPE	SPINE FIN™
ROWS — F.P.I.	1-24
FACE AREA (SQ. FT.)	24.93
TUBE SIZE (IN.)	3/8
REFRIGERANT	
LBS. — R-410A (O.D. UNIT) (9)	7LBS., 10 OZ
FACTORY SUPPLIED	YES
LINE SIZE - IN. O.D. GAS (h)	7/8
LINE SIZE — IN. O.D. LIQ.	3/8
CHARGING SPECIFICATIONS	
SUBCOOLING	10°F
DIMENSIONS	HXWXD
CRATED (IN.)	42.4 x 35.1 x 38.7
WEIGHT	the turning
SHIPPING (LBS.)	246
NET (LBS.)	211

- (a) Certified in accordance with the Air-Source Unitary Air-conditioner Equipment certification program, which is based on AHRI standard 210/240.
- (b) Rated in accordance with AHRI standard 270.
- (c) Calculated in accordance with Natl. Elec. Codes. Use only HACR circuit breakers or fuses.
- (d) This value shown for compressor RLA on the unit nameplate and on this specification sheet is used to compute minimum branch circuit ampacity and max. fuse size. The value shown is the branch circuit selection current.
- (e) Use start components only when compressor is found to enter locked rotor condition and will not start or when lights dim at compressor start. No means no start components. Yes means quick start kit components. PTC means positive temperature coefficient starter. Optional kit shown.
- (f) Standard Air Dry Coil Outdoor
- (9) This value approximate. For more precise value see unit nameplate.
- (h) Max. linear length 60 ft.; Max. lift Suction 60 ft.; Max. lift Liquid 60 ft. For greater length consult refrigerant piping software Pub. No. 32–3312–0* (* denotes latest revision).

4A7A4060L-SUB-1F-EN

78

General

The outdoor condensing units are factory charged with the system charge required for the outdoor condensing unit, ten (10) feet of tested connecting line, and the smallest rated indoor evaporative coil match. This unit is designed to operate at outdoor ambient temperatures as high as 115°F. Cooling capacities are matched with a wide selection of air handlers and furnace coils that are AHRI certified. The unit is certified to UL 1995. Exterior is designed for outdoor application.

Casing

Unit casing is constructed of heavy gauge, galvanized steel and painted with a weather-resistant powder paint finish. The corner panels are prepainted. All panels are subjected to our 1,000 hour salt spray test.

Refrigerant Controls

Refrigeration system controls include condenser fan, compressor contactor and low and high pressure switches. A factory supplied, field installed liquid line drier is standard.

Compressor

The compressor features internal over temperature and pressure protection. Other features include: Centrifugal oil pump and low vibration and noise.

Condenser Coil

The outdoor coil provides low airflow resistance and efficient heat transfer. The coil is protected on all four sides by louvered panels.

Low Ambient Cooling

As manufactured, this system has a cooling capacity to 55°F. The addition of an evaporator defrost control permits operation to 40°F. The addition of an evaporator defrost control with TXV permits low ambient cooling to 30°F.

The addition of the BAYLOAM107A low ambient kit permits ambient cooling to 20°F.

Thermostats—Cooling only and heat/cooling (manual and automatic change over). Sub-base to match thermostat and locking thermostat cover.



About American Standard Heating and Air Conditioning

American Standard has been creating comfortable and affordable living environments for more than a century. For more information, please visit www.americanstandardair.com.





The AHRI Certified mark indicates company participation in the AHRI Certification program. For verification of individual certified products, go to ahridirectory.org.

The manufacturer has a policy of continuous data improvement and it reserves the right to change design and specifications without notice. We are committed to using environmentally conscious print practices.

4A7A4060L-SUB-1F-EN 04 Jun 2021 Supersedes 4A7A4060L-SUB-1E-EN (April 2020)

©2021 American Standard Heating and Air Conditioning

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 notice of rate change from Burnet County for the housing and care of Hays County inmates from \$55.00 per inmate per day to \$62.00 per inmate per day, effective October 1, 2021.

ITEM TYPE	MEETING DATE	AMOUN	T REQUIRED
CONSENT	August 24, 2021	\$62 per i	nmate per day
LINE ITEM NUMBER			
	AUDITOR USE ONLY		
AUDITOR COMMENTS:			
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR RI	EVIEW: MARISOL VIL	LARREAL-ALONZO
REQUESTED BY		SPONSOR	CO-SPONSOR
CUTLER		INGALSBE	N/A

SUMMARY

Burnet County is raising its daily rate for the housing and care of Hays County inmates from \$55 per inmate per day to \$62 per inmate per day, effective October 1, 2021.



THE COUNTY OF BURNET BURNET, TEXAS 78611

July 21, 2021

Judge Ruben Becerra Hays County 111 E. San Antonio St., Suite 300 San Marcos, TX 78666

Dear Judge Becerra,

In order to provide plenty of time for budget planning, Burnet County would like to notify all involved parties that the rate for housing inmates will increase from \$55.00 per inmate/day to \$62.00 per inmate/day effective October 1, 2021. Although Burnet County strives to operate as efficiently as possible, due to the rising costs of housing inmates we find it necessary to raise the daily rate at this time. Continuing our relationship with you and providing excellent care and housing of inmates is our top priority.

If you have any questions, please contact me or Captain Matt Kimbler, Jail Administrator, 512-715-8600 ext. 23101.

Sincerely,

Cindy Dalrymple

Purchasing Assistant

Burnet County Auditor Office

(512) 715-5295

purchasing@burnetcountytexas.org

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Contract Amendment with Cox Commercial Construction, LLC. related to RM 3237 Roundabout pursuant to IFB 2021-B06.

ITEM TYPE	MEETIN	NG DATE		AMOUN	IT REQUIRED	
CONSENT	August 24, 2021				N/A	
LINE ITEM NUMBER						
035-803-96-772]						
AUDITOR COMMENTS:	AUDITOR	R USE ONLY				
AUDITOR COMMENTS:						
PURCHASING GUIDELINES FOLLOWED:	YES	AUDITOR RE	VIEW:	MARISOL VII	LARREAL-ALONZO	
REQUESTED BY			S	PONSOR	CO-SPONSOR	
Jerry Borcherding				SHELL	N/A	
SUMMARY						
On July 27, 2021 the Commissioners Cou			Cox Co	mmercial Const	truction, LLC. for RM	

3237 Roundabout as a result of formal solicitation IFB 2021-B06.

During the pre-construction meeting a discrepancy was noted in the working days listed in the solicitation versus the contract. Additionally, a 5% retainage fee has been requested to add to the contract.

Attached: Cox Commercial Construction, LLC Contract Amendment IFB 2021-B06 RM 3237 Roundabout Contract & Solicitation

First Amendment to the RM 3237 Roundabout Contract (IFB 2021-B06 RM 3237 Roundabout)

- 1. This First Amendment to the RM 3237 Roundabout Contract (the "First Amendment), attached as *Exhibit* "A" and executed July 27, 2021 (the "Contract"), is made this 24th day of August 2021, by and between **Hays County**, **Texas** ("Client") and **Cox Commercial Construction**, LLC ("Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."
- 2. Article 3. Contract Time of the Contract shall be amended as follows:
 - a. Remove the following Contract Time:
 - 210 Calendar Days
 - b. Add the following Contract Time:
 - 240 Calendar Days
- 3. Article 6. Contract Documents, 6.10 Technical Specifications shall be amended as follows:
 - a. Remove the following from Item 9L, #8 Retainage:
 - The Owner will not withhold retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.
 - b. Add the following to Item 9L, # 8 Retainage:
 - The Owner will withhold from each progress payment, as retainage, 5% of the total earned amount. The retainage shall be paid to Contractor upon final completion of work. Completion of work shall be considered final upon written approval by Owner's designated representative.
- 4. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

Hays County, Texas	Cox Commercial Construction, LLC.
By:	By:
Printed Name:	Printed Name: DARREN OKRUHLIK
Title:	Title: SR VP
Dated:	Dated: 8/18/21

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve renewal of RFP 2020-P08 Election	n Form Printing Services w	ith amg Printing.	
ITEM TYPE	MEETING DATE	AMOUNT	REQUIRED
CONSENT	August 24, 2021		
LINE ITEM NUMBER			
	AUDITOR USE ONLY		
AUDITOR COMMENTS:	NODITOR COL CIVET		
PURCHASING GUIDELINES FOLLOWED:	YES AUDITOR RE	VIEW: MARISOL VILL	ARREAL-ALONZO
REQUESTED BY		SPONSOR	CO-SPONSOR
Jennifer Anderson		BECERRA	N/A
SUMMARY			
RFP 2020-P08 Election Form Printing Servilke to renew their contract for one addition effect as stated in the original proposal.			
Attached: RFP 2020-P08 AMG Printing Renewal Let	ter		



OFFICE OF THE COUNTY AUDITOR

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

Marisol Villarreal-Alonzo, CPA County Auditor marisol.alonzo@co.hays.tx.us Vickie G. Dorsett Assistant County Auditor vickie.dorsett@co.hays.tx.us

August 18, 2021

AMG Printing 10203 Kotzebue St., Ste. 110 San Antonio, TX 78217

RE: Annual contract renewal

The annual contract for Election Form Printing Services, RFP 2020-P08 is scheduled to expire on September 7, 2021. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective September 8, 2021 – September 7, 2022, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the attached proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email <u>purchasing@co.hays.tx.us</u> if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA Hays County Auditor

	AME PRINTING + mail.
Signature	Company
alarm Goncales	8-18-21
Printed Name	Date
Approved by the Hays County	
Commissioners Court on:	
	Ruben Becerra
	Have County Judge

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

Approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152(a)(1) and authorize Purchasing Manager to advertise; approve the disposal of property as authorized per Texas Local Government Code 263.152(a)(3).

ITEM TYPE		MEETING DATE	_	AMOUN	T REQUIRED
CONSENT	ļ	August 24, 2021			N/A
LINE ITEM NUMBER					
N/A					
	А	UDITOR USE ONLY			
AUDITOR COMMENTS:	N1/A	AUDITOR REV	/I=\A/	. MARICOL VIII	LADDEAL ALONZO
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REV	'IEW	: MARISOL VIL	LARREAL-ALONZO
REQUESTED BY				SPONSOR	CO-SPONSOR
Marisol Villarreal-Alo	nzo			BECERRA	N/A
SUMMARY					

The Purchasing Office would like to hold an online auction to dispose of surplus county property pursuant to Texas Local Government Code 263.152(a)(1). The auction will run from August 27, 2021 to September 10, 2021 @ 10:00 AM. Directions for bidding on items can be found on the Rene Bates Auctioneers website at www.renebates.com.

Additionally, Purchasing is requesting a method and approval to properly dispose of items that do not sell in the online auction. Per Texas Local Government Code 263.152(a)(3) the Commissioner's Court may order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made.

Attached: Detailed List of Auction Items

Miscellaneous Items for Auction Lot Number	Department	Year Make	Model	Serial Number	Item Description	Pick Up Location Address	Point of Contact	t Email Address	Phone Number
Lot Number	Department	Teal Make	Model	Serial Number	item Description	Fick of Location Address	Foint of Contact	Linaii Address	Filone Number
Auditor									
					Microsoft Keyboard, Case Logic (Laptop carrying case), Logitech Wireless				
					Mouse, Speakers (Multi-Media Speaker System - Black), Tiger super woofer				
					speakers, Black Tray, Lowpro carying case, Misc box of cords, headphones,				
Lot 1	Auditor				etc, & compucessory gel wrist rest pad (2) (6) Xerox 8R12896, (3) Xerox R1-Black Toner, (1) Xerox R2, (1) Xerox R3, (2)	712 S. Stagecoach Trl, Suite 1071, San Marcos, TX 78666	Stephanie Hunt	stephanie.hunt@co.hays.tx.us	512-393-2267
					Xerox K 006R01509 Black, (2) Xerox Work Centre 3655/106R02742, (1) HP				
					Laser Jet 36A (CB436A), (1) HP P2015 Toner Cartridge, (1) HP Toner Catridge				
					AC-H0364XC, (1) Xerox replacement Cartridge for HP LaserJet 5200 series, (1)				
					replacement for CC364X printer model HP-P4515 Black K, (1) Xerox Black				
					Toner for HP Printers 4200, 4200N, 4200TN, 4200DTN, 4200DTNS,&				
Lot 2	Auditor				4200DTNSL, (2) Xerox Black Toner for HP Printer S400 Series & 4050 Series, & (1) replacement C8543X	712 S. Stagecoach Trl, Suite 1071, San Marcos, TX 78666	Stephanie Hunt	stephanie.hunt@co.hays.tx.us	512-393-2267
LOT 2	Additor				(1) replacement Co545X	712 S. Stugecouch TH, Suite 1071, Sun Warcos, TX 78000	зтерпите пит	stephanie.nunt@co.nays.tx.us	312-393-2207
					12 Stacking Trays/Wall Pockets, 10 Thermal Paper Rolls (1.75" x 230'/44mm x				
					703) per roll, 100 Rolodex refill cards (NEW), 240 Rolodex card protectors,(3)				
Lot 3	Auditor				Rolodex organizers, and (2) post-it pop up notes dispenser	712 S. Stagecoach Trl, Suite 1071, San Marcos, TX 78666	Stephanie Hunt	stephanie.hunt@co.hays.tx.us	512-393-2267
Constable 3									
HCC3 - Lot 1	Constable Pct.3	2007 Chevy	Tahoe	I6NEC03037R409907		200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 2 HCC3 - Lot 3	Constable Pct.3 Constable Pct.3	2008 Dodge 2008 Dodge	Charger (38) Charger (36)	2B31SA436184180636 2B3KA436584180638		200 Stillwater Wimberly, TX 78676 200 Stillwater Wimberly, TX 78676	Maria Castro Maria Castro	maria.castro@co.hays.tx.us maria.castro@co.hays.tx.us	512-847-5532 512-847-5532
HCC3 - Lot 4	Constable Pct.3	2008 Douge	Charger (50)	2B3KA430364160036	Emergency light	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
					Whelen Siren Remote Pack Strobe, Harris Speaker, Setina Dual In-car Gun	,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
HCC3 - Lot 5	Constable Pct.3				Rack, Watchguard system Dvi Overhead and Signal Pro 1000 Radar Unit	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 6	Constable Pct.3				Modules and brackets	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 7	Constable Pct.3				Brackets, James King & Co. Model 1005 Flares, Orion Flares, Cones, and White Rain Boots	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
nccs - tot /	Constable PCL3				Large weather tech trunk storage, armrest, seadog cup holder, Triple outlet	200 Stillwater Williberry, 1X 78070	Waria Castro	mana.castro@co.nays.tx.us	312-047-3332
HCC3 - Lot 8	Constable Pct.3				CA-0103, and Light Box	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 9	Constable Pct.3				Holster (3), AR (3), Rifle Bag (5), 12 g case (3)	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 10	Constable Pct.3				Air compressor	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 11	Constable Pct.3				Yeti Cooler	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 12	Constable Pct.3				Filing cabinets (4) 4 drawers	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
District Attorney									
HCDA - Lot 1	HCDA - TxST UPD	2007 Mercedes Benz		WDBUF56X57B113098	2007 Black Mercedes Benz				
HCDA - Lot 2	HCDA - TxST UPD	2006 Ford	Taurus	1FAFP53216A228100	2006 White Ford Taurus				
HCDA - Lot 3	HCDA - TxST UPD	ASTRO	A10		Astro Headset/PS4 Manuals/earbuds				
HCDA - Lot 4	HCDA - TxST UPD	Beats	A1796	FL6TN2JNH8VH	Rosegold & white wireless headphones				
HSDA - Lot 5	HCDA - TXST UPD	HP ENVY	15M-BQ021DX	8CG72627LX	Laptop 4K Ultra HD 55 in. LED TV with Roku	615 North LBJ, San Marcos, TX 78666 NUESES BUILDING	Nancy Arnwine	n_a190@txstate.edu	512-245-5186
HCDA - Lot 6 HCDA - Lot 7	HCDA - TxST UPD HCDA - TxST UPD	INSIGNIA Sony	NS-55DR620NA18 CUH7115B	MQKHCYA000005 MD857601030	PS4 PRO Console with cord	615 North LBJ, San Marcos, TX 78666 NUESES BUILDING	Nancy Arnwine	n_a190@txstate.edu	512-245-5186
HCDA - Lot 8	HCDA - TXST UPD	Sony	CUH-ZCTZU	3.82108E+13	Wireless PS controller with cord	615 North LBJ. San Marcos. TX 78666 NUESES BUILDING	Nancy Arnwine	n a190@txstate.edu	512-245-5186
District Clerk									
HCDC- Lot 1	District Clerk				54" tall - Four Drawer - Filing Cabinet	712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660
					54" tall - Four Drawer - Filing Cabinet	712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660
					50.5" tall - Four Drawer - Filing Cabinet	712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660
					52 1/4" tall - Eight Drawer - Card File Filing Cabinet	712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660
					27 x 30 x 18 - Two Drawer - Lateral Filing Cabinet	712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660
					27 x 30 x 18 - Two Drawer - Lateral Filing Cabinet 28 x 18 1/4 x 26 1/2 - Two Drawer Filing Cabinet	712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660
Emergency Services					20 x 10 1/4 x 20 1/2 - Two Druwer Filling Cubillet	712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660
HCES - Lot 1	Emergency Services				Harris Mobile Radio, MACOM LPE-200 Radio & Malcom Scanner	810 S. Stagecoach Trail, Suite 1200, San Marcos, TX 78666	Laurie Taylor	laurie.taylor@co.hays.tx.us	512-393-7300
HCES - Lot 2	Emergency Services				Black 4 Drawer File Cabinet, 2 - Tan 4 Drawer File Cabinets	810 S. Stagecoach Trail, Suite 1200, San Marcos, TX 78666	Laurie Taylor	laurie.taylor@co.hays.tx.us	512-393-7300
HCES - Lot 3	Emergency Services	Emerson & VIZIO			Emerson (Large & Small) & VIZIO TV	810 S. Stagecoach Trail, Suite 1200, San Marcos, TX 78666	Laurie Taylor	laurie.taylor@co.hays.tx.us	512-393-7300

Law Library

See Law Library Tab

Sheriff's Office HCSD - Lot 1 HCSD - Lot 2 Sheriff's Office Sheriff's Office

Stalker radars & python radars w/cables and antennas Misc. computer mounts and pedestals

Miscellaneous Items for Au	uction							
Lot Number	Department	Year Make	Model	Serial Number	Item Description	Pick Up Location Address	Point of Contact Email Address	Phone Number
HCSD - Lot 3	Sheriff's Office				Assorted office chairs			
HCSD - Lot 4	Sheriff's Office				2-way radios w/misc speakers, mounts, cabling, and antennas			
					Sirenboxes, Strobe controllers, Wig wag controllers, Timers, PA boxes, Over			
HCSD - Lot 5	Sheriff's Office				head control panels, & Switch boxes			
HCSD - Lot 6 HCSD - Lot 7	Sheriff's Office Sheriff's Office				Assorted strobe & LED overheads, Misc brackets & Spare lights Assorted partitionsw/brackets, sheild & Misc parts			
HCSD - Lot 8	Sheriff's Office				2010 Charger K-9 Kennel			
HCSD - Lot 9	Sheriff's Office				Misc. computer mounts and pedestals			
HCSD - Lot 10	Sheriff's Office				Misc. Gun locks w/timers			
HCSD - Lot 11	Sheriff's Office				Assorted rear plastic seats			
HCSD - Lot 12	Sheriff's Office				Misc. radio brackets, 12V power plugs, Sirens, & Mag light chargers			
HCSD - Lot 13	Sheriff's Office				Antennas, Air cards, Misc. lights & brackets			
HCSD - Lot 14	Sheriff's Office				Watch guard & ICOP camera system dolly wheels and cabling			
HCSD - Lot 15	Sheriff's Office		YA240A		Assorted center consoles			
HCSD - Lot 16 HCSD - Lot 17	Sheriff's Office Sheriff's Office		YAZ4UA		Snap-On Mig Welder Model #YA240A Motorcycle lights & accessories			
HCSD - Lot 18	Sheriff's Office				Spotlight & Misc. accessories			
HCSD - Lot 19	Sheriff's Office				Grill gaurds			
HCSD - Lot 20	Sheriff's Office	2003 GMC	Denali	1D7HA18N05S233528				
HCSD - Lot 21	Sheriff's Office	2004 Chevy	Silverado 1500	1GCHU24U14E316356				
HCSD - Lot 22	Sheriff's Office	2007 Dodge	Charger	2B3KA43GX7HTT0414				
HCSD - Lot 23	Sheriff's Office	2008 Dodge	Durango	1D8HD38N38F121057				
HCSD - Lot 24	Sheriff's Office							
HCSD - Lot 25	Sheriff's Office	2006 Honda	ST1300	JH2SC51736M400149				
HCSD - Lot 26 HCSD - Lot 27	Sheriff's Office Sheriff's Office	2010 Dodge 2010 Dodge	Charger Charger	2B3AA4CV8AH151473 2B3AA4CV7AH151478				
HCSD - Lot 28	Sheriff's Office	2010 Dodge 2001 Chevy	3500 Panel Van	1GBHG31F311223541				
HCSD - Lot 29	Sheriff's Office	1997 Ford	Ranger	1FTCR10U4VPA96712				
HCSD - Lot 30	Sheriff's Office	2002 Ford	F-150	1FTRX17WX2KB57223				
HCSD - Lot 31	Sheriff's Office	2002 Chevy	Silverado	1GCEC19V52E225862				
HCSD - Lot 32	Sheriff's Office	2004 Chevy	Silverado	2GCEC19V641229410				
HCSD - Lot 33	Sheriff's Office	2005 Dodge	Ram1500	1D7HA18N055233528				
HCSD - Lot 34	Sheriff's Office	2006 Ford	Crown Victoria	2FAFP71W56X125478				
HCSD - Lot 35	Sheriff's Office	2006 Ford	F-150	1FRTX12WX6KC67315				
HCSD - Lot 36 HCSD - Lot 37	Sheriff's Office Sheriff's Office	2006 Chevy 2007 Dodge	Impala Charger	2G1WB58K369383303 2B3KA43G77H714589				
HCSD - Lot 38	Sheriff's Office	2007 Bodge 2006 Honda	ST1300	JH2SC51786M400163				
HCSD - Lot 39	Sheriff's Office	2008 Dodge	Charger	2B3KA43R98H216252				
HCSD - Lot 40	Sheriff's Office	2008 Dodge	Charger	2B3KA43R28H180632				
HCSD - Lot 41	Sheriff's Office	2008 Dodge	Charger	2B3KA43R08H180631				
HCSD - Lot 42	Sheriff's Office	2007 Honda	ST1300	JH2SC51827M500048				
HCSD - Lot 43	Sheriff's Office	2007 Honda	ST1300	JH25C51747M500178				
HCSD - Lot 44	Sheriff's Office	2009 Honda	ST1300	JH2SC51799K600081				
HCSD - Lot 45	Sheriff's Office	2007 Honda	ST1300	JH2SC51797M500001	Fit Fresh lunch tote, Hamilton Beach Blender, Oven Toaster, Small plastic			
HCSD - Lot 46	Sheriff's Office				howl, and 3 Vases			
HCSD - Lot 47	Sheriff's Office				Misc. Mugs (10) & Mr. Coffee Expresso Machine			
HCSD - Lot 48	Sheriff's Office				George Foreman Grills (2), Hamilton Beach Crock Pot and Spoon			
HCSD - Lot 49	Sheriff's Office				8 x 10 Photo frames & VHS Tapes			
HCSD - Lot 50	Sheriff's Office				Accudart Electronic Dart Board, Assorted Games & Puzzles			
					Fellows Desktop Storage 4 drawer, Shelf file tray, Clamp boards (2), Desktop	p		
HCSD - Lot 51	Chariffi- Offi-				storage, Electric pencil sharpener, Index card file box, Royal Sovereign shredder, Small shelf w/Baskes, Stack Em Up Tray, and Wall files (4 count)			
HCSD - Lot 51 HCSD - Lot 52	Sheriff's Office Sheriff's Office				Golds Gym Steppers & Walker			
HCSD - Lot 53	Sheriff's Office				Brown L Shape Desk & Red Leather Chair			
HCSD - Lot 54	Sheriff's Office				Blue Bulletin Board & Gray Bulletin Boards (3)			
HCSD - Lot 55	Sheriff's Office				Bulletin Board			
HCSD - Lot 56	Sheriff's Office				Lock Boxes			
HCSD - Lot 57	Sheriff's Office				Black Chairs Adjustable (5)			
HCSD - Lot 58	Sheriff's Office				Blue Chairs Adjustable (5)			
HCSD - Lot 59	Sheriff's Office				Chairs (8)			
HCSD - Lot 60	Sheriff's Office				Red Adjustable Chairs Chairs			
HCSD - Lot 61	Sheriff's Office				Chairs Red Stack Chairs (3)			
HCSD - Lot 62 HCSD - Lot 63	Sheriff's Office Sheriff's Office				Black Chairs			
HCSD - Lot 64	Sheriff's Office				Insignia 42" TV & Realistic Speakers			
	<i>,,,,</i>				•			

Lot Number HCSD - Lot 65 HCSD - Lot 66 HCSD - Lot 67 HCSD - Lot 68 HCSD - Lot 69 HCSD - Lot 70 HCSD - Lot 71 HCSD - Lot 72	Department Sheriff's Office Sheriff's Office Sheriff's Office	Year Make	Model Seria	al Number	Item Description Filing Cabinets (4)	Pick Up Location Address	Point of Contact	Email Address	Phone Number		
HCSD - Lot 66 HCSD - Lot 67 HCSD - Lot 68 HCSD - Lot 69 HCSD - Lot 70 HCSD - Lot 71	Sheriff's Office				rilling Cubinets (4)						
HCSD - Lot 67 HCSD - Lot 68 HCSD - Lot 69 HCSD - Lot 70 HCSD - Lot 71					2 Drawer File Cabinet, Medal Cabinet w/2 Shelves, and Medal Cabinet						
HCSD - Lot 68 HCSD - Lot 69 HCSD - Lot 70 HCSD - Lot 71					w/Doors						
HCSD - Lot 69 HCSD - Lot 70 HCSD - Lot 71					Brown filing cabinets (2)						
HCSD - Lot 69 HCSD - Lot 70 HCSD - Lot 71											
HCSD - Lot 70 HCSD - Lot 71	Sheriff's Office				7 Foot Prelit Christmas Tree, Misc Christmas Décor, and Misc Christmas De	cor					
HCSD - Lot 71	Sheriff's Office				Desk						
	Sheriff's Office				Cube w/Lateral Files Dry Erase Board w/Medal Frame						
	Sheriff's Office Sheriff's Office				Cubes						
HCSD - Lot 73	Sheriff's Office				Shelf						
HCSD - Lot 74	Sheriff's Office				Small Grey Desk, U-Shaped Desk, Brown Desk(2), and Grey & Tan Desk						
HCSD - Lot 75	Sheriff's Office				35MM Camera						
HCSD - Lot 76	Sheriff's Office				Boots						
HCSD - Lot 77	Sheriff's Office				Case Gun						
HCSD - Lot 78	Sheriff's Office				Cassette Player, cassette recorder						
HCSD - Lot 79 HCSD - Lot 80	Sheriff's Office Sheriff's Office				Computer Case Cordless Phone						
HCSD - Lot 81	Sheriff's Office				Cushion Cases, Document Case						
HCSD - Lot 82	Sheriff's Office				DVD Player , VHS to DVD						
HCSD - Lot 83	Sheriff's Office				External Carrier (2)						
HCSD - Lot 84	Sheriff's Office				Falcon Scanner						
HCSD - Lot 85	Sheriff's Office				Flashlight, Flashlight (2) long black Maglite						
HCSD - Lot 86	Sheriff's Office				Fleece						
HCSD - Lot 87	Sheriff's Office				Helmet						
HCSD - Lot 88 HCSD - Lot 89	Sheriff's Office				? Medal Cabinet with Shelves and Doors						
HCSD - Lot 90	Sheriff's Office Sheriff's Office				PA System						
HCSD - Lot 91	Sheriff's Office				Navy Pants, Strip Pants, Long Sleeve Blue Shirt,						
HCSD - Lot 92	Sheriff's Office				Scales, Traffic Caps						
No Pictures for the Below	Sheriff's Office										
HCS-1	Sheriff's Office	Mag-Lite			Flashlight (7 each)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-1	Sheriff's Office				Flashlight Orange Cones (5 each)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-1	Sheriff's Office				Flashlight (1) Black & White 1/2 Shell Motorcycle Helmet	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-1 HCS-2	Sheriff's Office Sheriff's Office	Pentex Zoom	928		Camera (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369 512-393-7369		
HCS-2	Sheriff's Office	Canon	EOS Rebel G		Camera w/Carrying Case (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-2	Sheriff's Office	V-Tech			Cordless Phone (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-2	Sheriff's Office	Panasonic			Audio Cassette Tape Recorder (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-2	Sheriff's Office	Optimus			Mini Cassette Tape Recorder (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-3	Sheriff's Office				Orange pared carrying case w/green case (2)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-3	Sheriff's Office		0 1 0 1		Large carrying case (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-3 HCS-4	Sheriff's Office Sheriff's Office	Triple Beam	Custom Defender		Black gun case for pistol Balance Scale	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369 512-393-7369		
HCS-5	Sheriff's Office	Canon	RC 701		Video camera w/carrying case (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-5	Sheriff's Office	Premier	P 7200		Printer w/charger & trays (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-5	Sheriff's Office	Panasonic			DVD recorder (2)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-5	Sheriff's Office	Phillips			DVD player (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS - 6	Sheriff's Office	Fender Passport	P2500		Complete PA System (1)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-7	Sheriff's Office				Brown Motorcycle 1/2 Helmet	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-7 HCS-7	Sheriff's Office				Pair of Black Motorcycle Boots, Size 10EE Pair of Black Motorcycle Boots, Size 11.5D	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger Maragret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369 512-393-7369		
HCS-8	Sheriff's Office Sheriff's Office	Falcon			Radar Gun	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger Margaret Vieger	margaret.vieger@co.nays.tx.us margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9	Sheriff's Office				Black Laptop Computer Case	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9					Gun Locks - 26 Count	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9	Sheriff's Office				External Carriers - Tan (3)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9	Sheriff's Office				Brown long & Short sleeve shirts (7)	1303 Uhland Rd., San Marcos, TX 78666			512-393-7369		
HCS-9	Sheriff's Office					1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9	Sheriff's Office				Blue long pants (24)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9	Sheriff's Office				Blue long pants (14)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369 512-393-7369		
HCS-9 HCS-9	Sheriff's Office Sheriff's Office					1303 Uhland Rd., San Marcos, TX 78666 1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger Margaret Vieger	margaret.vieger@co.hays.tx.us margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9						1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9						1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9	Sheriff's Office					1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369		
					Blue long pants (16)	1303 Uhland Rd., San Marcos, TX 78666		margaret.vieger@co.hays.tx.us	512-393-7369		
HCS-9 HCS-9						1303 Uhland Rd., San Marcos, TX 78666			512-393-7369		

ot Number	Department	Year Make	Model	Serial Number	Item Description	Pick Up Location Address	Point of Contact	Email Address	Phone Number
HCS-9					Blue uniform shirts (43)	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369
HCS-9	Sheriff's Office					1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369
ICS-9					Blue uniform shirts (43)	1303 Uhland Rd., San Marcos, TX 78666		margaret.vieger@co.hays.tx.us	
ICS-9					Brown uniform shirts (2)	1303 Uhland Rd., San Marcos, TX 78666		margaret.vieger@co.hays.tx.us	
ICS-9	Sheriff's Office				Blue Fleece Jackets (2)	1303 Uhland Rd., San Marcos, TX 78666		margaret.vieger@co.hays.tx.us	
ICS-9					Blue pants w/brown & red stripe (4)	1303 Uhland Rd., San Marcos, TX 78666			
ICS-9					External Carriers - Navy (1)	1303 Uhland Rd., San Marcos, TX 78666		margaret.vieger@co.hays.tx.us	
HCS-9					BDU Style Pants - Navy	1303 Uhland Rd., San Marcos, TX 78666			
HCS-9	Sheriff's Office				BDU Style Pants - Navy	1303 Uhland Rd., San Marcos, TX 78666	Margaret Vieger	margaret.vieger@co.hays.tx.us	512-393-7369
							·		
Transportation									
ot 1	Transportation	1998 International	4700	1HTSCAAR3XH59501	0	2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751
ot 2	Transportation	2005 International	7300	1HTZZAAN35J15229	1	2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751
ot 3	Transportation	2000 SuperPac	8420	10193	9	2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751
ot 4	Transportation	1998 Broce	RC350	8865	9	2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751
ot 5	Transportation		6036DX			2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751

						Miscellaneous Iter	ns for Auction				
LOT NUMB	Department Year Year - U	date Publisher	Collection	Volume	Title	Item Description	Known Defects	Pick Up Location Address	Point of Contact	Email Address	Phone Number
1	Law Library 2006 2011-20	12 Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	1	Ch. 1 Abandoned, Lost, and Unclaimed Property to Ch. 21 Alteration of Instruments	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2008 2011-20	12 Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	2	Ch. 36 Attachment and Garnishment to Ch. 41 Aviation	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2006 2011-20	12 Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	3	Ch. 42 Bailments to Ch. 58 Carriers	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2012	Thomson Reuter	Texas Forms- Pleading and S Practice Second Edition	4	Ch. 67 Conspiracy to Ch. 73 Contribution	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2007 2011-20	12 Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	5	Ch. 85 Crops to Ch. 90 Decedents' Estates	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2012	Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	6	Ch. 98 Divorce and Separation to Ch. 103 Elections	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2010 2011-20	12 Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	7	Ch. 111 Evidence and Witnesses to Ch. 122 Fraud and Deceit	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2003 2011-20	12 Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	8	Ch. 145 Interest and Usary to Ch. 155 Laches and Stale Demands	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2009 2011-20	12 Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	9	Ch. 177 Names to Ch. 182 Occupations and Trades	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2004 2011-20	12 Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	10	Ch. 195 Pipelines to Ch. 199 Premises Liability	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
1	Law Library 2001 2011-20	12 Thomson Reuter	Texas Forms- Pleading and Practice Second Edition	12	Ch. 223 Specific Performance to Ch. 232 Trial	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709

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Les library 2025 201-2022 Themsen Results in Plants of Results in Plants	1	Law Library 2004 2011-2012			and Procedure to Ch. 203	"Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Law Library 2012 2911-2912 Thomson Roders Transform Floating and Postclot Servord Edition 224 Parallel Control Contr	1	Law Library 2005 2011-2012			Organizations to Ch. 222 Ships	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Law Library 2012 2011-2012 Thomson Reuters Treas Forms - Pleading and Planning and	1	Law Library 2002 2011-2012	Thomson Reuters	17A	Ch. 233 Trusts to Ch. 238 Wills	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Law Library 2018 2011-2012 Homson Reuters Teas Forms- Pleading and Practice Second Edition Practice Second Editi	1	Law Library 2002 2011-2012	Thomson Reliters	- 17R	Marerials to Ch. 241 Zoning	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Take Brows - Pleading and Practice Second Edition Prac	1	Law Library 2008 2011-2012	Thomson Reuters	υ 1A		County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Law Library 2007 2011-2012 Thomson Reuters Texas Forms- Pleading and Practice Second Edition Practice Second Editi	1	Law Library 2012	Thomson Reliters	Δ 3Δ	Compromise. Settlement, and	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Take Broms- Pleading and Discovery (Cont.) to Ch. 95 Depositions and Discovery (Cont.) to Ch. 95 Depositions and Discovery (Cont.) to Ch. 97 Demositions and Demositions and Demositions and Demositions and Demositions and Demositions and Demos	1	Law Library 2007 2011-2012	Thomson Relifers	- 44		County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Take Forms- Pleading and Practice Second Edition 1 Law Library 2012 2011-2012 Thomson Reuters 2011 2011-2012 Thomson Reuters 2011 2011-2012 Thomson Reuters 2011 2011-2012 Thomson Reuters 2011 2011 2011 2011 2011 2011 2011 201	1	Law Library 2009 2011-2012			Ch. 95 Depositions and	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Texas Forms- Pleading and Practice Second Edition Thomson Reuters Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Thomson Reuters Texas Forms- Pleading and Practice Second Edition Texas	1	Law Library 2009 2011-2012	Thomson Reliters	~ 5R	Discovery (Cont.) to Ch. 97 Dismissal, Discontinuance and	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Texas Forms- Pleading and Practice Second Edition Texas	1	Law Library 2012	Thomson Relifers	6A	Steam to Ch. 110 Estoppel,	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
Ch. 133 Highways and Streets 1 Law Library 2011 Thomson Reuters 1 Law Library 2011 Thomson Reuters 1 Texas Forms- Pleading and Practice Second Edition Persons 1 Ch. 139 Incompetent Black Book Persons 1 to Ch. 139 Incompetent Black Book Person	1	Law Library 2011 2011-2012	Thomson Relifers	- /A		County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
	1	Law Library 2011	I nomson Reliters	- /B	to Ch. 139 Incompetent	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709

1	Law Library 2011	Thomson Reuters	Texas Forms- Pleading and Practice Second Edition	7C	Ch. 140 Indemnity to Ch. 144 Insurance	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
1	Law Library 2003 2011-2012	Thomson Reuters	Texas Forms- Pleading and Practice Second Edition	8A	Ch. 156 Landlord and Tenant to Ch. 168 Master and Servant		Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
1	Law Library 2009 2011-2012	Thomson Reuters	Texas Forms- Pleading and Practice Second Edition	8B	Ch. 169 Mechanics' Liens to Ch.176 Municipal Corporations	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
1	Law Library 2010 2011-2012	Thomson Reuters	Texas Forms- Pleading and Practice Second Edition	9A	Ch. 183 Oil and Gas to Ch. 186 Parties	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
1	Law Library 2010 2011-2012	Thomson Reuters	Texas Forms- Pleading and Practice Second Edition	9B	Ch. 187 Partition to Ch. 194 Physicians, Surgeons, and Other Medical Personnel	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
1	Law Library 2011- 2012	Thomson Reuters	Texas Forms- Pleading and Practice Second Edition		Table of Laws and Rules Table of Cases Index	Paperback Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2007 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	1	1:1 to 1:367	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2009 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	2	1D:1 to 2C:62	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2004 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	3	2D:1 to 3:91	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2012	Thomson Reuters	Texas Forms- Legal and Business	4	3A:354 to 3B:53	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2005 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	5	9:1 to 9:114	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2008 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	6	11:1 to 11:228.10	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

2	Law Library 2003 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 7	12:1 to 13:78	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2010 2011-2012	Thomson Reuters Business	and 8	20:1 to 20:645	Hardbound Green Book	missing pages or sections. Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2010 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 9	20A:1 to 20C:79	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2010 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 10	21:1 to 21:348	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2011 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 11	21A:1 to 23:31	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2005 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 12	24:1 to 24:630	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2007 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 13	25:1 to 26:103	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2011 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 14	27:1 to 28:73	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2007 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 15	32:1 to 35:39	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2009 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 16	36:1 to 39:44	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2009 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 17	40:1 to 43:41	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2011 2011-2012	Thomson Reuters Texas Forms- Legal Business	and 14 <i>A</i>	29:1 to 31:25	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

2	Law Library 2008 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	1A	1A:1 to 1C:42	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2012	Thomson Reuters	Texas Forms- Legal and Business	3A	3A:1 to 3A:353	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2008 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	4A	4:1 to 8D:69	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2006 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	5A	9:115 to 10:122	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2011 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	6A	11A:1 to 11C:243	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2003 2011-2012	Thomson Reuters	Texas Forms- Legal and Business	7A	14:1 to 19:28	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
2	Law Library 2011- 2012	Thomson Reuters	Texas Forms- Legal and Business		Table of Laws and Rules Table of Cases Index	Paperback Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
3	Law Library 2008 2020	Thomson Reuters	West Texas Digest 2d	7A	Bail to Bankrupcy 2080	Hardbound Blue Book	"Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
3	Law Library 2008 2020	Thomson Reuters	West Texas Digest 2d	7B	Bankruptcy 2081 to 2420	Hardbound Blue Book	"Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	713 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
3	Law Library 2008 2020	Thomson Reuters	West Texas Digest 2d	7C	Bankruptcy 2421 to 2820	Hardbound Blue Book	"Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	714 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
3	Law Library 2008 2020	Thomson Reuters	West Texas Digest 2d	7D	Bankruptcy 2821 to 3169	Hardbound Blue Book	"Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	715 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
3	Law Library 2008 2020	Thomson Reuters	West Texas Digest 2d	7E	Bankruptcy 3170 to 3559	Hardbound Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	716 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

3	Law Library 2008 2020	Thomson Reuters West Texas Digest 2d	7F Bankruptcy 3560 to Banks an Banking 49	Book "Superseded" or other information. Possible torn pages, Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 512393/ hole punch tears, highlight or writing on pages. Possible Suite 2026 missing pages or sections.	'709
3	Law Library 2008 2020	Thomson Reuters West Texas Digest 2d	7G Banks and Banking 50 to End	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Table 10 Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937 Suite 2026	'709
3	Law Library 2008 2020	Thomson Reuters West Texas Digest 2d	7H Beneficial Associations to Boundaries	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Nole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays 719 South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937 Suite 2026	'709
3	Law Library 2015 2020	Thomson Reuters West Texas Digest 2d	71 Bounties to Burglary	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937 Suite 2026	'709
3	Law Library 2005 2020	Thomson Reuters West's Texas Digest 2d	7 Automobiles 349 to Aviation	Hardbound Blue Book Hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays 712 South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937 Suite 2026 Suite 2026	'709
3	Law Library 2011 2020	Thomson Reuters West's Texas Digest 2d	9 Clerks of Court to Common Land	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Stagecoach Trail, Stage Coach Trail, Melody Barron Melody.barron@co.hays.tx.us 5123937 Suite 2026 Missing pages or sections.	'709
3	Law Library 2014	Thomson Reuters West's Texas Digest 2d	26 Federal Courts 3605- Ferries	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Nole punch tears, highlight or writing on pages. Possible missing pages or sections. Total South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937 Suite 2026	'709
3	Law Library 2003 2019	Thomson Reuters West's Texas Digest 2d	Homicide 1000 to Husband and Wife 245	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Nole punch tears, highlight or writing on pages. Possible missing pages or sections. Total South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937 Suite 2026	'709
3	Law Library 2012 2019	Thomson Reuters West's Texas Digest 2d	29 Indians to Indictment and Information 132	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Suite 2026 Suite 2026	'709
3	Law Library 1998 2020	Thomson Reuters West's Texas Digest 2d	31 Insurance 3415- Internal Revenue 4079	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays 712 South Stagecoach Trail, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays 712 South Stagecoach Trail, Barron M+L71:M72elody Barron M+L71:M72elody Barron M+L71:M72elody Barron	'709
3	Law Library 2019	Thomson Reuters West's Texas Digest 2d	Cummula tive Federal Courts 3605- Ferries (Now Federal Courts 3605- Finance, Banking, and Credit)	Paperback Blue and White Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays 712 South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937 Suite 2026	′709
3	Law Library 2014 2019	Thomson Reuters West's Texas Digest 2d	26A Fines to Fraud 13	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Nole punch tears, highlight or writing on pages. Possible missing pages or sections. Total South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937 Suite 2026	'709

3	Law Library 2014 2019	Thomson Reuters West's Texas Digest 2d	Fraud 14 to Frauds, Statute of 36	Book "Superseded" or other information. Possible torn pages, Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937/0 hole punch tears, highlight or writing on pages. Possible Suite 2026 missing pages or sections.
3	Law Library 2014 2019	Thomson Reuters West's Texas Digest 2d	26C Frauds, Statute of 37 to Garnishment 89	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book Total Counth Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Suite 2026 Melody Barron melody.barron@co.hays.tx.us 512393770 Suite 2026
3	Law Library 2014 2019	Thomson Reuters West's Texas Digest 2d	26D Garnishmnet 90 to Guaranty	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book Hardbound Blue "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Suite 2026 Melody Barron melody.barron@co.hays.tx.us 512393770 Suite 2026
3	Law Library 2003 2019	Thomson Reuters West's Texas Digest 2d	28A Husband and Wife 246 to Indemnity	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book Total Counth Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Suite 2026 Melody Barron melody.barron@co.hays.tx.us 512393770 Suite 2026
3	Law Library 2012 2019	Thomson Reuters West's Texas Digest 2d	29A Indictment and Information 133 to Infants 1420	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book Nole punch tears, highlight or writing on pages. Possible missing pages or sections. Cutdated materials, possible wis no longer good, Hays 712 South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 512393770 Suite 2026
3	Law Library 2012 2019	Thomson Reuters West's Texas Digest 2d	29B Infants 1421 to 1956	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book Book Book Book Book Book Bo
3	Law Library 1998 2020	Thomson Reuters West's Texas Digest 2d	31A Internal Revenue 4080- Intoxicating Liquors	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. The description of the punch tears of the punch tears, highlight or writing on pages. Possible missing pages or sections.
3	Law Library	Thomson Reuters West's Texas Digest 2d	318	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Hardbound Blue Book Book Hole punch tears, highlight or writing on pages. Possible missing pages or sections. Suite 2026 Melody Barron melody.barron@co.hays.tx.us 512393770 Suite 2026
3	Law Library 2012	Thomson Reuters West's Texas Digest 2d	36A Mandamus 63 to Mental Health 100	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book Book Book Book Book Book Bo
3	Law Library 2019	Thomson Reuters West's Texas Digest 2d	36A- Cummula Mandamus 63- Mental Healt tive 100 Pamphlet	and White and White with the control of the resulting on pages. Possible to pages. Possible Suite 2026 so missing pages or sections. "Superseded" or other information. Possible torn pages, Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937/0 so missing pages or sections.
3	Law Library 2006 2020	Thomson Reuters West's Texas Digest 2d	Joint Adventures to Judgmer 142	Book "Superseded" or other information. Possible torn pages, Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 512393770 hole punch tears, highlight or writing on pages. Possible Suite 2026 missing pages or sections.
3	Law Library 2012 2019	Thomson Reuters West's Texas Digest 2d	368 Mental Health 101 to Mines and Minerals 55	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Hardbound Blue "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible with so longer good, Hays T12 South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 512393770 Suite 2026

3	Law Library 2013 2020	Thomson Reuters West's Texas Digest 2d	6B Arson to Attorney and Clie	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Book Hardbound Blue Book Hole punch tears, highlight or writing on pages. Possible missing pages or sections. To Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us Stagecoach Trail, Suite 2026	5123937709
3	Law Library 2013 2020	Thomson Reuters West's Texas Digest 2d	6C Attorney and Client 14 to 1	Outdated materials, possible law is no longer good, Hays Hardbound Blu Book County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. T12 South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us Suite 2026	5123937709
3	Law Library 2013	Thomson Reuters West's Texas Digest 2d	Attorney and Client 109 to Automobiles 145	Hardbound Blue Book Hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays T12 South T12 South Stagecoach Trail, Nelody Barron Melody.barron@co.hays.tx.us Suite 2026	5123937709
3	Law Library 2013 2020	Thomson Reuters West's Texas Digest 2d	6E Automobiles 146 to 244(3	Outdated materials, possible law is no longer good, Hays Hardbound Blue Book Book Hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays T12 South Stagecoach Trail, Nelody Barron Melody.barron@co.hays.tx.us Suite 2026	5123937709
3	Law Library 2013 2020	Thomson Reuters West's Texas Digest 2d	6F Automobiles 244(36) to 34	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Book Stoperseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Total South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us Suite 2026	5123937709
3	Law Library 2011 2020	Thomson Reuters West's Texas Digest 2d	9A Common Law to Conspirac 28	Hardbound Blue Book Hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays 712 South 712 South 712 South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us Suite 2026	5123937709
3	Law Library 2007 2020	Thomson Reuters West's Texas Digest 2d	9B Conspiracy 29- Constitution Law 1209	Hardbound Blue Book Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. The provided materials, possible law is no longer good, Hays The provided materials, possible l	5123937709
3	Law Library 2019	Thomson Reuters West's Texas Digest 2d	August 2019 Pamphlet	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Pamphlet Pamphlet Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us Stagecoach Trail, Suite 2026 Suite 2026	5123937709
3	Law Library 2019	Thomson Reuters West's Texas Digest 2d	Descriptive-Word Index D-	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Blue Paperback "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. 712 South Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us Suite 2026	5123937709
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3	Law Library 2019	Thomson Reuters West's Texas Digest 2d	Desctriptive-Word Index A	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Blue Paperback "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. The provided of the punch tears, highlight or writing on pages. Possible missing pages or sections.	5123937709

3	Law Library 2019	Thomson Reuters West's Texas Digest 2d		September 2019 Pamphlet: Directly Supplementing 2019 Pocket Parts	Blue Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2011 2019-2020	Thomson Reuters Texas Jurisprudence	9	Banks and Other Financial Institutions to Bills and Notes	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2012 2018-2019	Thomson Reuters Texas Jurisprudence	12	Cemetaries to Commercial Code	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2013 2019-2020	Thomson Reuters Texas Jurisprudence	14	Contracts to Contribution and Idemnification	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2013 2019-2020	Thomson Reuters Texas Jurisprudence	15	Conversion to Corporations	Hardbound Green Book	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2011 2019-2020	Thomson Reuters Texas Jurisprudence	55	Oil and Gas 1 to 305	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2011 2019-2020	Thomson Reuters Texas Jurisprudence	56	Oil and Gas 611 to End	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2012 2018-2019	Thomson Reuters Texas Jurisprudence	66	Scire Facias to Securities Regulation	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2012 2018-2019	Thomson Reuters Texas Jurisprudence	67	Setoffs, Counterclaims, and Cross Actions to Statutes	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2012 2019-2020	Thomson Reuters Texas Jurisprudence	68	Stipulations to Suretyship and Guaranty	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2011 2019-2020	Thomson Reuters Texas Jurisprudence	71	Trial and Aliternative Dispute Resolution	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2012 2019-2020	Thomson Reuters Texas Jurisprudence	73	Waiver to Water	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

4	Law Library 2011 2019-2020	Thomson Reuters Texas Jurisprudence 77	Wrongful Death to Zoning	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2012 2018-2019	Thomson Reuters Texas Jurisprudence 12A	Commodity Exchanges to Conservation and Pollution Laws	Hardbound Green Book	missing pages or sections. Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2012 2018-2019	Thomson Reuters Texas Jurisprudence 12E	Constitutional Law	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2012 2018-2019	Thomson Reuters Texas Jurisprudence 31A	District and Municipal Attorneys to Easements and Licenses in Real Property	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2011 2019-2020	Thomson Reuters Texas Jurisprudence 55A	Oil and Gas 306 to 610	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2018- 2019	Thomson Reuters Texas Jurisprudence	General Index A-D	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2018- 2019	Thomson Reuters Texas Jurisprudence	General Index E-N	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2018- 2019	Thomson Reuters Texas Jurisprudence	General Index O-Z	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2019	Thomson Reuters Texas Jurisprudence	General Index Update	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2013 2020	Thomson Reuters Texas Jurisprudence	Good Will to Guardianship an Conservatorship 1 to 389	d Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2013 2020	Thomson Reuters Texas Jurisprudence	Guardianship and Conservatorship 390 to End to Healing Arts and Institutions	Hardbound Green Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays	713 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2019	Thomson Reuters Texas Jurisprudence	Quarterly Cummulative Update Service	Green Paperback	Outdated materials, possible law is no longer good, hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

4	Law Library 2019	Thomson Reuters Texas Jurisprudence	Quarterly Cummulative Update Service	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2020	Thomson Reuters Texas Jurisprudence	Quarterly Cummulative Update Service	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2020	Thomson Reuters Texas Jurisprudence	Quarterly Cummulative Update Service	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2018	Thomson Reuters Texas Jurisprudence	Table of Cases A-F	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2018	Thomson Reuters Texas Jurisprudence	Table of Cases G-McB	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2019	Thomson Reuters Texas Jurisprudence	Table of Cases G-McB	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2018	Thomson Reuters Texas Jurisprudence	Table of Cases State- Z	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2019	Thomson Reuters Texas Jurisprudence	Table of Cases A-F	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2018	Thomson Reuters Texas Jurisprudence	Table of Cases M.C.C Stat	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2019	Thomson Reuters Texas Jurisprudence	Table of Cases M.C.C Stat	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
4	Law Library 2019	Thomson Reuters Texas Jurisprudence	Table of Cases State-Z	Green Paperback	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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5	Law Library 2007 2014-2015	Thomson Reuters	Vernon's Texas Code Forms Annotated	2	Uniform Commercial Code Forms Fourth Edition Chapters 4 to End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2004 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1	Agriculture Code Sections 1.001 to 71	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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5	Law Library 2010 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1	Election Code Sections 1.001 to 84	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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5	Law Library 2013 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1	Human Resources Code Sections 1.001 to 42.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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5	Law Library 2011 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1	Natural Resources Code Sections 1.001 to 51	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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5	Law Library 2007 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1	Utilities Code Sections 1.001 to 58	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1	Water Code Sections 1.001 to 11.170	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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5	Law Library 2007 2014	Thomson Reuters	Vernon's Texas Codes Annotated	2	Utilities Code Sections 59.001 to End- Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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5	Law Library 2013 2014	Thomson Reuters	Vernon's Texas Codes Annotated	3	Human Resources Code Sections 151.001 to End-Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2009 2014	Thomson Reuters	Vernon's Texas Codes Annotated	3	Insurance Code Sections 427.001 to 542	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	3	Labor Code Sections 401.001 to 408.020	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2005 2014	Thomson Reuters	Vernon's Texas Codes Annotated	3	Local Government Code Sections 231.001 to 280	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2011 2014	Thomson Reuters	Vernon's Texas Codes Annotated	3	Natural Resources Code Sections 86.01 to 130	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	3	Occupations Code Sections 301.001 to 454.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	3	Tax Code Sections 33.01 to 110.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2013 2014	Thomson Reuters	Vernon's Texas Codes Annotated	3	Transportation Code Sections 391.001 to 453.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2004 2014	Thomson Reuters	Vernon's Texas Codes Annotated	3	Water Code Sections 57.001 to End-Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2002 2014	Thomson Reuters	Vernon's Texas Codes Annotated	4	Education Code Sections 130.001 to End-Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2006 2014	Thomson Reuters	Vernon's Texas Codes Annotated	4	Finance Code Sections 342.001 to End-Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated 4	4	Government Code Sections 411.001 to 431.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2010 2014	Thomson Reuters	Vernon's Texas Codes Annotated	4	Health and Safety Code Sections 255.001 to 360	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2009 2014	Thomson Reuters	Vernon's Texas Codes Annotated 4	4	Insurance Code Sections 543.001 to 804	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	4	Labor Code Sections 408.021 to 410.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2005 2014	Thomson Reuters	Vernon's Texas Codes Annotated 4	4	Local Government Code Sections 281.001 to 340	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2011 2014	Thomson Reuters	Vernon's Texas Codes Annotated 4	4	Natural Resources Code Sections 131.001 to End-Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	4	Occupations Code Sections 455.001 to 603.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	4	Tax Code Sections 111.001 to 151.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2013 2014	Thomson Reuters	Vernon's Texas Codes Annotated	4	Transportation Code Sections 503.001 to 540.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	5	Government Code Sections 509.001 to 551.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2010 2014	Thomson Reuters	Vernon's Texas Codes Annotated	5	Health and Safety Code Sections 361.001 to 400	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2009 2014	Thomson Reuters	Vernon's Texas Codes Annotated	5	Insurance Code Sections 805.001 to 880	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	5	Labor Code Sections 411.001 to End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2005 2014	Thomson Reuters	Vernon's Texas Codes Annotated	5	Local Government Code Sections 341.001 to 380	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	5	Occupations Code Sections 604.001 to 1001.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	5	Tax Code Sections 152.001 to 170.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2011 2014	Thomson Reuters	Vernon's Texas Codes Annotated	5	Transportation Code Sections 541.001 to 549.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	6	Government Code Sections 771.001 to 824.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

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5	Law Library 2009 2014	Thomson Reuters	Vernon's Texas Codes Annotated	6	Insurance Code Sections 881.001 to 940	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	6	Local Government Code Sections 381.001 to 504.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	6	Occupations Code Sections 1002.001 to 1200.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	6	Tax Code Sections 171.0001 to 310.End	o Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2011 2014	Thomson Reuters	Vernon's Texas Codes Annotated	6	Transportation Code Sections 550.001 to 660.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2000 2014	Thomson Reuters	Vernon's Texas Codes Annotated	7	Government Code Sections 1201.001 to 1473	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	7	Local Government Code Sections 505.001 to End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	7	Occupations Code Sections 1201.001 to 1700.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2015	Thomson Reuters	Vernon's Texas Codes Annotated	7	Tax Code Sections 311.001 to End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2011 2014	Thomson Reuters	Vernon's Texas Codes Annotated	7	Transportation Code Sections 661.001 to End-Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

5	Law Library 2000 2014	Thomson Reuters	Vernon's Texas Codes Annotated	8	Government Code Sections 1474.001 to 2000	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2010 2014	Thomson Reuters	Vernon's Texas Codes Annotated	8	Health and Safety Code Sections 531.001 to 670	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2009 2014	Thomson Reuters	Vernon's Texas Codes Annotated	8	Insurance Code Sections 1202.001 to 1501	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	8	Occupations Code Sections 1701.001 to 1950.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated	9	Government Code Sections 2001.001 to 2111	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2010 2014	Thomson Reuters	Vernon's Texas Codes Annotated	9	Health and Safety Code Sections 671.001 to 776	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2009 2014	Thomson Reuters	Vernon's Texas Codes Annotated	9	Insurance Code Sections 1502.001 to 2001	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	9	Occupations Code Sections 1951.001 to 2300.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated	10	Government Code Sections 2112.001 to 2254	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2010 2014	Thomson Reuters	Vernon's Texas Codes Annotated	10	Health and Safety Code Sections 777.001 to End-Index	Hardbound k Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2009 2014	Thomson Reuters	Vernon's Texas Codes Annotated	10	Insurance Code Sections 2002.001 to 2551	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	10	Occupations Code Sections 2301.001 to End-Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated 1	11	Government Code Sections 2255.001 to 3099	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2009 2014	Thomson Reuters	Vernon's Texas Codes Annotated 1	11	Insurance Code Sections 2552.001 to 4152	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1/	Government Code Sections 3100.001 to End-Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2009 2014	Thomson Reuters	Vernon's Texas Codes Annotated	12	Insurance Code Sections 4153.001 to End-Index	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2012 2013	Thomson Reuters	Vernon's Texas Codes Annotated	I A	Education Code Sections 21.001 to 29.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2010 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1Δ	Election Code Sections 85.001 to 200	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1Δ	Local Government Code Sections 71.001 to 140	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2011 2014	Thomson Reuters	Vernon's Texas Codes Annotated		Transportation Code Sections 173.001 to 250.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1Δ	Water Code Sections 11.171 to 16	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	113	Education Code Sections 30.001 to 41.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1 R	Local Government Code Sections 141.001 to 158	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1B	Water Code Sections 17.001 to 30	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709

5	Law Library 2008 2014	Thomson Reuters	Vernon's Texas Codes Annotated	1C	Water Code Sections 31.001 to 51.300	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2012 2014	Thomson Reuters	Vernon's Texas Codes Annotated	2A	Education Code Sections 51A.001 to 55.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
5	Law Library 2013 2014	Thomson Reuters	Vernon's Texas Codes Annotated	2A	Finance Code Sections 123.001 to 182.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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5	Law Library 2013 2014	Thomson Reuters	Vernon's Texas Codes Annotated	3A	Government Code Sections 62.105 to 83.End	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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					Chapters 72B-77B Real Estate	Disales Disa	County stamp, Stickers that state "No Longer Update,"	712 South		
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					Chapters 84-86A Real Estate	Binder Blue	County stamp, Stickers that state "No Longer Update,"	712 South		
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7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	10	Chapters 140-159 Appellate Practice- Preservation of Complaints, Prerequisites for Appeal, Appellate Procedure	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	11	Chapters 160-179 Business Entities-Business Corporations, Corporate Securities	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	12	Chapters 180-199 Business Entities- Partnerships and Joint Ventures, Associations	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	13	Chapters 200-209 Business Entities- Business Relationships	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	14	Chapters 210-229 Commercial Litigation- Contracts and Sales, Deceptive Practices and Warranties	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	15	Chapters 230-234 Commericial Litigation- Financing	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	16	Chapters 235-249 Commercial Litigation- Financing, Collection	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	17	Chapters 250-269 Real Estate Litigation- Title Acquisition, Governmental Claims	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	18	Chapters 270-289 Real Estate Litigation- Improvement of Reality, Involvement of Third Parties	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	19	Chapters 290-319 Personal Injury- General Negligence Liability, Vehicles, Owners and Occupiers of Land	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	20	Chapters 320-339 Personal Injury- Goods and Services, Intentional Torts	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	21	Injury-Insurance Litigation	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	22	· · · · · · · · · · · · · · · · · · ·	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	23		Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	24	Commencement of	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	25	Statutes Administrative	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
7	Law Library 1977 2013	LexisNexis	Texas Litigation Guide	26	Index	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that attae "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 1994 1994		St. Mary's Law Journal	25, no. 4	ARTICLES: Asserting Claims for Intentionally or Recklessly Causing Severe Emotional Distress in Connection with Divorce; Proposed Intramural Reforms: What the U.S. Courts of Appeals Might Do to Help Themselves; Tax Issues in Bankruptcy; BOOK REVIEW: The Undeniable Morality of Capitalism; COMMENTS: Blind Salamanders, Minority Repression, and the Edwards	Paperback Blue and White	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 1994 1994		St. Mary's Law Journal	26, no. 1	ARTICLES: Self-Publication: Defamation Within the Employment Context; Legislative Redistricting in 1991-1992: The Texas Bill of Rights v. the Voting Rights Act; Time Limitations for Objecting to Claims: The Interplay Between Sections 502(D) and 546(A) of the Bankruptcy Code; Overview of the U.S. Taxation of U.S. Persons Doing Business or Investing in Mexico; COMMENTS: The Supreme Court Takes a	Paperback Blue and White	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

			FORUM: Introduction: The	
8	Law Library 1995 1995	St. Mary's Law Journal	Texas Home Equity Controversy in Context; Home Equity Reform in Texas; The Texas Homestead: The Last Bulwark of Liberty; ARTICLES: The Spoliation Tort: An Approach to Underlying Principles; International Law of Trade Preferences: FORUM: Introduction: The Texas Homestead: The Last Bulwark of Liberty; ARTICLES: and White missing pages or sections. Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, baseline "Superseded" or other information. Possible torn pages, Possible missing pages or sections. Suite 2026 Suite 2026	hays.tx.us 5123937709
8	Law Library 1995 1995	St. Mary's Law Journal	Texas Home Equity Controversy in Context; Home Equity Reform in Texas; The Texas Homestead: The Last Paperback Blue County stamp, Stickers that state "No Longer Update," 712 South	hays.tx.us 5123937709
8	Law Library 1995 1995	St. Mary's Law Journal	IN THE AMERICAS; ARTICLES: Foreigners on Texas's Death Row and the Right of Access to a Consul; The Women's Convention and the Foul Paperback Blue County stamp, Stickers that state "No Longer Update," 712 South	hays.tx.us 5123937709
8	Law Library 1995 1995	St. Mary's Law Journal	IN MEMORIAM: Chief Justice Robert W. Calvert; ADDRESS: The Shading of America: Keynote Address Before the 1995 National Conference of Law Reviews; ARTICLES: Appellate Review of Criminal Law Tradition on the Modern Supreme Court: Not Burke, but the Enlightenment Tradition Represented by Locke, Madison, and Marshall; COMMENTARY: Can a Twenty- First Century Texas Tolerate Its Nineteenth Century Judicial Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, Stagecoach Trail, Melody Barron melody.barron@co. Suite 2026 missing pages or sections.	hays.tx.us 5123937709

8	Law Library 1995 1995	St. Mary's Law Journal	ADDRESS: Capital Punishment: The Humanistic and Moral Issues The Sixth Annual Dean's Lecture, St. Mary's University School of Law; ARTICLES: Cutting Costs-Cutting Care: Can Texas Managed Health Care Systems and HMOs Be Liable for the Medical Malpractice Act of Physicians?; Texas's New Habeas Corpus Procedure for Death-Row Inmates: Kafkaesque- and Probably Unconstitutional; Oil and Gas	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 1996 1996	St. Mary's Law Journal	Issues Involved in CERCLA ARTICLES: "Gatekeeping" in Texas: The Practical Impact of Full Implementation of the Texas Rules of Civil Evidence Regarding Experts; The Habeas Corpus Revolution: A and White New Role for State Courts?; Free Trade Agreements and the Federal Courts: Emerging Issues; The Presumption of ARTICLES: Juries Under Siege;	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 1998 1998	St. Mary's Law Journal	The Impending Wave of Legal Malpractice Litigation- Predictions, Analysis, and Proposals for Change; PERSPECTIVE: Clouded 30, no. 1 Judgement: The Implications of Smith v. Merritt in the Realm of Social Host Liability and Underage Drinking in Texas; COMMENTS: The REACT Security Belt: Stunning Prisoners and Human Rights	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 1999 1999	St. Mary's Law Journal	ARTICLE: "Loss of Earning Capacity" Benefits in the Community Property Jurisdiction- How Do You Figure?; ESSAY: Dead Man Talking: Competing Narratives and Effective Representation and White in Capital Cases; COMMENTS: The Constitution and Reconstitution of the Standing Doctrine; From Little Acorns Great Oaks Grow: The	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," e "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

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8	Law Library 1999 1999	St. Mary's Law Journal	IN THE NEW MILLENNIUM: BRIDGING THEORETICAL FOUNDATION WITH PRACTICAL APPLICATION; FOREWORD: Appellate Law in the New Millennium: Bridging Theoretical Foundation with Paperback Blue Practical Application; ARTICLE: and White Preservation of Error: From Filing the Lawsuit Through Presentation of Evidence; ESSAY: Pursuing Quality: Writing a Helpful Brief; PANEL DISCUSSION: Political Aspects of Appellate Law; CHINESE SCHOLAR LECTURE	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 1999 1999	St. Mary's Law Journal	SERIES; FOREWORD: Chinese Law and American Legal Education; China's Proposed Uniform Contract Code; Reform of China's State- Owned Enterprises: A Legal Perspective; Chinese 31, no. 1 Bankruptcy Law: Milestones and Challenges; Intellectual Property in China; ARTICLE: Tales from the Crypt: An Examination of Forfeiture by Misconduct and Its Applicability to the Texas Legal System; COMMENTS:	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2000 2000	St. Mary's Law Journal	Uncharted Waters: Securities ARTICLES: The Implied Marketing Covenant in Oil and Gas Leases: The Producer's Perspective; Bitter Medicine: A Critical Look at the Mental Health Care Provider's Duty to Paperback Blue Warn in Texas; "That's a Damn and White Lie!": Ethical Obligations of Counsel When a Witness Offers False Testimony in a Criminal Trial; COMMENT: An Ailing System: Possible	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

8	Law Library 2000 2000	St. Mary's Law Journal	ARTICLES: Issues and Petitions: The Impact on Supreme Court Practice; Rethinking Corporate Governance: The Role of Minority Shareholders- A Comparative Study; COMMENTS: Hollow Verdict: Not Guilty by Reason of Insanity Provokes Animus- Based Discrimination in the Social Security Act; Deconstructing "Constructive Threats": Classification and Analysis of Threatening	5123937709
8	Law Library 2000 2000	St. Mary's Law Journal	Speech After Watts and ARTICLES: Texas Workers' Compensation: A Ten-Year Survey- Strengths, Weaknesses, and Recommendations; Much Ado Advertising, the Internet, and You; COMMENTS: Creative ARTICLE: Has the Fog Cleared? ARTICLES: Texas Workers' Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," 712 South "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Suite 2026 Weld materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," 712 South "Superseded" or other information. Possible torn pages, blue 2026 Suite 2026 Melody Barron melody.barron@co.hays.tx.us 5 Suite 2026	5123937709
8	Law Library 2001 2001	St. Mary's Law Journal	Attorney Work Product and the Attorney-Client Priviligie: Texas's Complete Transition Into Full Protection of Attorney Work in the Corporate Context; COMMENTS: Fair Labor Standards Act and Sovereign Immunity: Unlocking the Courthouse Door for Texas State Employees; The Spanish	5123937709
8	Law Library 2001 2001	St. Mary's Law Journal	Predominant Language Ordinance: Is Spanish on the ARTICLES: Jury Erosion: The Effects on Robinson, Havner, & Gammill on the Role of Texas Juries; Attorney Referral for Medical Treatment: A Wolf Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, Class Dismissed: The Conservative Class Action Revolution of the Texas Supreme Court; Getting it Right from the Beginnning: A Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	5123937709
8	Law Library 2001 2001	St. Mary's Law Journal	Critical Examination of Current SYMPOSIUM: FROM THE SCHOOLHOUSE; ARTICLES: Parental Rights in the Twenty- 32, no. 4 Partners in Education; Those Dangerous Student Prayers; ESSAY: Religion in Public Schools: "Let Us Pray" - or Not; COMMENT: Does the Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Table 1 Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	5123937709

8	Law Library 2001 2001	St. Mary's Law Journal	ARTICLES: Interpreting Mineral and Royalty Deeds: The Legacy of the One-Eighth Royalty and Other Stories; Vultures and Lambs: A Journey Through Protective Services for the Texas Elderly; 33, no. 1 COMMENTS: Does Community Notification for Sex Offenders Violate the Eighth Amendment's Prohibition Against Cruel and Unusual Punishment? A Focus on Vigilantism Resulting from "Megan's Law"; TAAS and GI MINITED PROTECTION Without the Taxes ARTICLES: Interpreting Mineral and Royalty Deeds: Charles A Blow And Other Stories; Voltate the Leighth Amendment's Prohibition Against Cruel and Unusual Punishment? A Focus on Vigilantism Resulting from "Megan's Law"; TAAS and GI
8	Law Library 2002 2002	St. Mary's Law Journal	ARTICLES: Whither the Texas Tort Claims Act: What Remains After Official 33, no. 2 Analytical Gap: The Gammill Alternative to Overcoming Robinson & Havner Challenges Tort Claims Act: What County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.
8	Law Library 2002 2002	St. Mary's Law Journal	to Expert Testimony; ARTICLES: Whither the Texas Fort Claims Act: What Remains After Official Remainty?; Bridging the Analytical Gap: The Gammill Alternative to Overcoming Robinson & Havner Challenges to Expert Testimony; 133, no. 2 Remains After Official County stamp, Stickers that state "No Longer Update," To Longer Update, "Superseded" or other information. Possible torn pages, Possible Suite 2026 134, no. 2 Remains After Official County?; Bridging the Analytical Gap: The Gammill And White Robinson & Havner Challenges Robinson & Havner Robinson & Havn
8	Law Library 2002 2002	St. Mary's Law Journal	ARTICLE: Appeals from Pleas of Guilty and Nolo Contendere: History and Procedural Considerations; ESSAY: An Essay on the Tort of Negligent Infliction of Emotional Distress in Texas: Stop Saying it Does Not Exist; RECENT DEVELOPMENT: The Decision in United States v. Brown: The Fifth Circuit ARTICLE: Appeals from Pleas of Guilty and Nolo Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," 712 South Sughers ded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible Suite 2026 Suite 2026 We have the fifth Circuit States v. Brown: T
8	Law Library 2002 2002	St. Mary's Law Journal	Interprets "Justice is Blind" ARTICLE: Standards of Review in Texas; COMMENTS: Browing Oil Co. v. Luecke: Has Texas Illuminated a Dark 34, no. 1 Disctinction Between Vertical and Horizontal Drilling; Foreword; Makking Sense of Pretext: An Analysis of Evidentiary Requirements for Browled to the process of the proces

8	Law Library 2003 2003	St. Mary's Law Journal 3	ESSAY: Law School Branding and the Future of Legal Education; ARTICLES: The Effect of U.S.C. 1324 (d) in Transporting Prosecutions: Does the Confrontation Clause Still Apply to Alien Paperback Blue Defendants?; Terrorism, and White Grand Juries, and the Federal Material Witness Statute; Privacy Lost: Comparing the Attenuation of Texas's Article I, Section 9 and the Fourth	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
88	Law Library 2003 2003	St. Mary's Law Journal 3	Amendment; PERSPECTIVE: ARTICLEs: It Is Not So Simply Because An Expert Says It Is So: The Reliability of Gang Expert Testimony Regarding Membership in Criminal Street Gangs: Pushing the Limits of Texas Rule of Evidence 702; In Paperback Blue re. V.L.K. V. Troxel: Is the "Best and White Interest" Standard in Motion to Modify the Sole Managing Conservator Subject to a Due Process or Due Course Challenge?; COMMENTS: Telemedicine in Texas: Solving	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
3	Law Library 2003 2003	St. Mary's Law Journal 3	THE SECOND ANNUAL SYMPOSIUM ON LEGAL MALPRACTICE 7 PROFESSIONAL RESPONSIBILITY; FOREWORD: Introduction to the Second Annual Symposium on Legal Malpractice and Professional Responsibility; ARTICLES: "Absolute and Perfect Candor" to Clients; The Cost of Humanitarian Assistance: Ethical Rules and the First Amendment; The Legal Profession at the Crossroads: Who Will Write the Future Rules Governing the Conduct of Lawyers Representing Public Corporations?; The Liability of Lawyers for Fraud Under the Federal and State	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

8	Law Library 2003 2003	St. Mary's Law Journal	ARTICLES: Dealing with Default Judgements; Novel Issues, Futile Issues, and Apellate Advocacy: The Troubling Lessons of Bousley v. United States; ESSAY: Jury Patriotism: The Jury System Should Be Improved for Texans Called to Serve; COMMENTS: Accountants' Accountability to Nonclients in Texas; Putting Health Care ARTICLES: The Charity Oversight Authority of the	"Superseded" or other information, Possible forn pages	712 South Stagecoach Trail, Melody Barron Suite 2026	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2004 2004	St. Mary's Law Journal	Texas Attorney General; Is Sue and Be Sued Language a Clear and Unambiguous Waiver of Immunity?; Abolishing the Texas Jury Shuffle; A Continuing Whimsical Search for the True Meaning of the Term "Product" in Products Liability Litigation; ESSAY: School Voucher Programs: Has the Supreme Court Pulled up the Gangplank to Establishment Clause Challenges?; RECENT DEVELOPMENT: Hines 57: The		712 South Stagecoach Trail, Melody Barron Suite 2026	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2004 2004	St. Mary's Law Journal	Catchall Case to the Texas ARTICLES: Stranded in the Wasteland of Unregulated Roadway Police Powers: Can "Reasonable Officers" Ever Rescue Us?; United States v. Bean: Shoveling After the Elephant?; Punishment Paperba Evidence: Grunsfeld Ten Years and Whi Later; RECENT DEVELOPMENT: Decriminalizing Sexual Conduct: The Supreme Court Ruling in Lawrence v. Texas; COMMENTS: For Any Reason or No Reason at All:	"Superseded" or other information. Possible forn hages	712 South Stagecoach Trail, Melody Barron Suite 2026	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2004 2004	St. Mary's Law Journal	THE THIRD ANNUAL SYMPOSIUM ON LEGAL MALPRACTICE & PROFESSIONAL RESPONSIBILITY; ARTICLES: A Rose Is a Rose Is a Rose-Or Is It? Fiduciary and DTPA Claims Against Attorneys; HIPAA Implications for Attorney Client Privilige; ESSAY: Legal Malpractice in Texas: Examining Selected Cases and Forecasting Future Trends; Ethical Issues in Judicial Campaigns; Confidentiality, Corporate Counsel, and	"Superceded" or other information. Possible forn hages	712 South Stagecoach Trail, Melody Barron Suite 2026	melody.barron@co.hays.tx.us 5123937709

8	Law Library 2004 2004	St. Mary's Law Journal	36, no. 1	ARTICLES: A National Tax Bar: An End to the Attorney- Accountant Tax Turf War; Playing the Probate Card: A Plaintiff's Guide to Transfer to Statutory Probate Court; Paperbac Civility in the Legal Profession: and Whit A Survey of the Texas Judiciarry; COMMENTS: The Texas Cave Bug and the California Arroyo Toad "Take"	back Blue " 'hite h	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," 'Superseded" or other information. Possible torn pages, nole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	: Law Library 2005 2005	St. Mary's Law Journal	36, no. 2	ESSAY: Much Ado About and Whit Nothing- Why Desert Palace Neither Murdered McDonnell Douglas Nor Transformed All Employment Discrimination Cases to Mixed-Motive;	back Blue " hite h	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," (Superseded" or other information. Possible torn pages, nole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	: Law Library 2005 2005	St. Mary's Law Journal	36, no. 3	ARTICLES: Backdoor Non- Competes in Texas: Trade Secrets; Questionable Summary Judgements, Appearances of Judicial Bias, and Insurance Defence in Texas Declaratory-Judgement Trials: A Proposal and Arguments for Revising Texas Rules of Civil Procedure 166A(A), 166A(B), 166A(I); ESSAY: Superseding Attorney's Fees and Pre-Judgement Interest After House Bill 4; RECENT DEVELOPMENTS: Kelo v. City of New London, Tulare Lake Basin Water Storage District v. United States, and Washoe County v. United States: A Fifth Amendment Takings Primer; Revised Texas Rule of Civil Procedure 173:	back Blue " hite h	Dutdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," 'Superseded" or other information. Possible torn pages, nole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

:	8 Law Library 2005 2005 St. Mary	y's Law Journal 36, no. 4	Presumption of Admissibility for Expert Witness Testimony in Lawyer Disciplinary Proceedings; Leveling the Legal Malpractice Field: Reverse Bifurcation of Trials; The Business of Law and Tortious Interference; Unresolved Problems in Texas Legal Malpractice Law; ESSAY:	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
	8 Law Library 2005 2005 St. Mary	y's Law Journal 37, no. 1	Attorney Disciplinary ARTICLES: The First Marketable Product Doctrine: Just What is the "Product"?; Electronic Discovery: Not Your Father's Discovery; ESSAY: Reeves v. Sanderson Plumbing Products: The Emperor Has No Paperback Blue Clothes-Pretext Plus Is Alive and Kicking; COMMENTS: Qui Tam: Survival of the Action and Fate of the Proceeds Following the Death of the Relator. For the King and for Himselfand His Heirs; ARTICLES: The First	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
i	8 Law Library 2005 2005 St. Mary	y's Law Journal 37, no. 1	ARTICLES: INE HIST Marketable Product Doctrine: Just What is the "Product"?; Electronic Discovery: Not Your Father's Discovery; ESSAY: Reeves v. Sanderson Plumbing Products: The Emperor Has No Paperback Blue Clothes-Pretext Plus Is Alive and White and Kicking; COMMENTS: Qui Tam: Survival of the Action and Fate of the Proceeds Following the Death of the Relator. For the King and for Himselfand His Heirs;	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

8	Law Library 2006 2006	St. Mary's Law Journal	ARTICLES: Reading, Writing, and Radicalism: The Limits on Government Control over Private Schooling in the Age of Terrorism; Acquiring Separate Property on Credit: A Review and Proposed Revision of Texas Marital Property and Doctrine; Overcorrecting the Purported Problem of Taking Child Brides in Polygamist Marriage: The Texas Legislature Unconsitutionally Voids All Marriages by Texans Younger Than Sixteen and Criminalizes Parental Consent; COMMENTS: Restricting Kelo: THE FIFTH ANNUAL SYMPOSIUM ON LEGAL MALPRACTICE AND PROFESSIONAL
8	Law Library 2006 2006	St. Mary's Law Journal	RESPONSIBILITY; FOREWORD: Life in the Early Days of Lawyer Advertising: Personal Recollections of a Bates Baby; ARTICLES Conflicting Loyalties Facing In-House Counsel: Facing In-House Counsel: Facing In-House Counsel: Client; Take the Money or Run: The Risky Business of Acting as Both Your Client's Lawyer and Bailbondsman; Exploring Disqualification of Counsel in Texas: A Balancing of Competing Interests; ESSAYS: A Radical Proposal for
8	Law Library 2006 2006	St. Mary's Law Journal	Lifetime Professionalism; Appellate Standards of TRIBUTE: Rehnquist, Innsbruck, and St. Mary's 38, no. 1 University; ARTICLE: Standards of Review in Texas; COMMENT: Sentence ARTICLES: Current Trends in Texas Charge Practice:
8	Law Library 2007 2007	St. Mary's Law Journal	Preservation of Error and Boad- Form Use; Comparative Responsibility in Nonsubscriber Litigation Revisited after Kroger Co. v. 88, no. 2 Keng; Judicial Review After Arbitration Awards in the Fifth Circuit; COMMENTS: The Path of Least Resistance: The Effects of Groundwater Law's Failure to Evolve with the Changing Times; Spam (Supremacey Clause, Public

8	Law Library 2007 2007	St. Mary's Law Journal	ARTICLES: The Storm Between the Quiet: Tummult in the Texas Supreme Court, 1911- 21, Refocusing Light: Alex Superback Blue and White Services, L.P. v. Johnson Moves Back to the Basics of Covenants Not to Compete; RECENT DEVELOPMENT: Texas's Attempt to Mitigate THE SIXTH ANNUAL SYMPOSIUM ON LEGAL ARTICLES: The Storm Between the Quiet: Tummult in the Texas Supreme Court, 1911- Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," 712 South Superseded" or other information. Possible torn pages, Possible on pages. Possible on pages. Possible missing pages or sections. Suite 2026 Suite 2026
8	Law Library 2007 2007	St. Mary's Law Journal	MALPRACTICE AND PROFESSIONAL RESPONSIBILITY; FOREWORD: Challenges and Guidance for Lawyering in a Global Society; ARTICLES: Enforceability of General Advance Waivers of Conflicts of Interest; Why Legal Ethics Rules Are Relevant to Lawyer Liability; Ethical Considerations Concerning Contacts by Counsel or Investigators with Present or Former Employees ARTICLES: Enforceability of General Advance Waivers of Conflicts of Interest; Why Legal Ethical Considerations Concerning Contacts by Counsel or Investigators with Present or Former Employees ARTICLES: Enforceability of Counsel or Investigators with Present or Former Employees Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Stagecoach Trail, Suite 2026 Melody Barron melody.barron@co.hays.tx.us 5123937709 Suite 2026
8	Law Library 2007 2007	St. Mary's Law Journal	of an Opposing Party; Recent Developments in Texas Legal DEDICATION: Dean Robert William "Bill" Piatt; ARTICLES: The Evolving Standard for Granting Mandamus Relief in the Texas Supreme Court: One More "Mile Marker Down the Road of No Return"; Driving Down the Wrong Road: The Fifth Circuit's Definition of Unauthorized Use of a Motor Vehicle as a Crime of Violence in the Immigration Context; RECENT DEVELOPMENT: Automatic Tolling of the Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Sugescaded Trail, Melody Barron melody.barron@co.hays.tx.us 5123937709 Suite 2026
8	Law Library 2007 2007	St. Mary's Law Journal	ARTICLES: Threading the Needle of the ERISA Needle: ERISA Preemption and Alternative Legal Schemes to Fill the Regulatory Vacuum; The Changing Face of Vested Rights in Texas Land Development: A New Hat for Old Law; RECENT DEVELOPMENT; Microsoft Windows Vista: The Beginning or the End of End-User License Agreements As We Know Them?; COMMENTS: The Trans-Texas Corridor Plan: Will "Best Value" Highway Agreements A Needle of the ERISA Needle: ERISA Preemption and Alternative Legal Schemes to Fill the Regulatory Vacuum; The Changing Face of Vested Rights in Texas Land Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," Sugerseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Suite 2026 Wellody Barron melody.barron@co.hays.tx.us 5123937709 Suite 2026 Wellody Barron melody.barron@co.hays.tx.us 5123937709 Suite 2026

8	Law Library 2008 2008	St. Mary's Law Journal	THE SEVENTH ANNUAL SYMPOSIUM ON LEGAL MALPRACTICE AND PROFEFSSIONAL RESPONSIBILTY; ARTICLES: Surreptitous Recording by Attorneys: Is It Ethical?; 39, no. 4 Ethical Plea Bargaining Under the Texas Disciplinary Rules of Professional Conduct; ESSAY: Loose Lips Sink Attorney- Client Ships: Unintended Technological Disclosure of Confidential Communications; RECENT DEVELOPMENT: Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Outdated materials, possible law is no longer good, Hays Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Suite 2026 Well and White Melody Barron melody.barron@co.hays.tx.us 5123937709 Melody Barron melody.barro
8	Law Library 2008 2008	St. Mary's Law Journal	ARTICLES: The All-Women Texas Supreme Court: The History Behind a Brief Moment on the Bench; In the Wake of Low v. Henry: Is Pre- Supreme Court: The History Rehind a Brief Moment on the Bench; In the Suit Discovery Now a Reality in and White Texas? RECENT DEVELOPMENT: On the Trail to Increased Client Protection: Attorney Contingent Fee TRIBUTES: Reflections on James N. Castleberry, Jr., Dean Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Suite 2026 Suite 2026
8	Law Library 2008 2008	St. Mary's Law Journal	(1978-1989), St. Mary's University School of Law; A Tribute to Ernest A. Raba, Dean (1946-1978), St. Mary's University School of Law; Henry F. Johnson, Professor of Law (1981-2008), St. Mary's University School of Law; Henry F. Johnson, Professor of Law (1981-2008), St. Mary's University School of Law; REMARK: My How You've Grown: The St. Mary's Law Journal Turns Forty; ARTICLES: Chapters in the History of the Supreme Court of Texas: Reconstruction and "Redemption" (1866-1882);
8	Law Library 2008 2008	St. Mary's Law Journal	The Compentency of the Sham ARTICLES: American Legal Ethics in an Age of Anxiety; It's About Time: The Need for a Uniform Approach to Using Prior Conviction to Impeach a Witness; The Texas School Finance Litigation Saga: Great Progress, Then Near Death by a Thousand Cuts; RECENT DEVELOPMENT: The Metes Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections. Stagecoach Trail, Melody Barron melody.barron@co.hays.tx.us 5123937709 Stagecoach Trail, Suite 2026

8	Law Library 2009 2009	St. Mary's Law Journal	ARTICLES: Plea to the Jurisdiction: Defining the Undefined; Practioners Beware: Under Amended TRAP 47, "Unpublished" Memorandum Opinions in Civil Cases Are Binding and Research on Westlaw and Nexis is a Necessity; Procedural and Judicial THE EIGHTH ANNUAL	Paperback Blue and White	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2009 2009	St. Mary's Law Journal	SYMPOSIUM ON LEGAL MALPRACTICE AND PROFESSIONAL RESPONSIBILITY; ARTICLES: Professional Malpractice in a World of Amateurs; Loyalty Limbo: The Peculiar Case of Attorney's Loyalty to Clients Ten Years After Burrow v. Article: Slipping Through the cracks and Into Schools: The	in ;	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2008 2008	The Scholar: St. Mary's Law Review on Minority Issues	need for a uniform sexual- predator tracking system. Note: The Development of t hypothetical federal felony: 10, no. 2 solution to nonuniformity of immigration. Comments: Separation Anxiety: Uniting the Families of Lawful Permanent Residents. "Capital" Punishment or "La	he A Paperback Green and White	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2008 2008	The Scholar: St. Mary's Law Review on Minority Issues	of-capital" Punishment? Article: Immigration Reform from the Outside In. 10, no. 3 Comment: Sanctuary's Demise: The Unintended Effects of State and Local Articles: School violence and race: the problem of peer	Paperback Green and White	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2008 2008	The Scholar: St. Mary's Law Review on Minority Issues	racial harassment against asian pacific american students in schools. Reconsidering religion policy as violence: Lyng v. Northwe Indian Cometery Protective Association. Comments: The impending health care crisis Texas: The status of Health care for impoverished Texar The mortgage reform and ar predatory act of 2007: Pavin	Green and White in	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

8	Law Library 2007 2007	The Scholar: St. Mary's Law Review on Minority Issues	Article: Mandatory Reporting in Texas for Domestic Violence Against Vulnerable Adults: The need for changes in statutory enforcement. Note: Justice for None: The fourth Circuit's deision in Denny V. Elizabeth. Comments: Restricting Human Embryonic Stem Cell Research: Creating Life or Article: Updated Lessons in	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2008 2008	The Scholar: St. Mary's Law Review on Minority Issues	Conducting Basic Legal Research by Pro Se litigants who cannot afford an attorney. Notes: Transformative Medidation: Paperback Transformative Medidation: Transformative Medidation: Paperback Green and Voices of a Multicultural City to foster strong democracy. When second-parent adoption is the second-best option: the case for legislative reform as	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2009 2009	The Scholar: St. Mary's Law Review on Minority Issues	the next best option for same- Notes: Making the Case: did the government's response to hurricane katrina violate the equal protection clause? China's labor enforcement crisis: international intervention corporate social responsibility. The politicization of united states asylum and refugee policies. Note: Beyond the Plenary	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2009 2009	The Scholar: St. Mary's Law Review on Minority Issues	Power Doctrine: How Critical Race Theory Can Help Move Us Past the Chinese Exclusion Case. Comments: Civilian border patrols: the right to 11, no.3 safely cross the border vs. the right to protect private property. Lives in defense counsel's hands: the problems and responsibilities of defense counsel representing mentally	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2009 2009	The Scholar: St. Mary's Law Review on Minority Issues	ill or mentally retarded Article: Gender Segregation in the Public Schools; Opportunity, Inequality, or Both? Comment: Asylum Law and Female Genital Mutilation: "Membership in a	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

8	Law Library 2009 2009	The Scholar: St. Mary's Law Review on Minority Issues	Article: Moving Beyond the "Immutability Debate" In the Fight for Equality After Proposition 8. Note: Como se Dice, Necesito a un interprete? The civil litigant's right to a court-appointed interpreter in Texas. Comments: Free exercise of the courtroom: Why perpetrators of religiously motivated violence can no	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2010 2010	The Scholar: St. Mary's Law Review on Minority Issues 12	Articles: Legal Reading and Success in Law School: The Reading Strategies of Law Students with Attention Deficit Disorder. Is Obama Black? The Pseudo-Legal Paperback It, no.2 Definition of the Black Race: A Green and proposal for regulatory White clarification generated from a historical socio-political perspective. Essay: Cap-and- Trade Spells economic disaster	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2010 2010	The Scholar: St. Mary's Law Review on Minority Issues	for America's poor. Note: The Introduction: Education and Minorties in the Modern Era: Working Civil Rights into Practice, Policy, and Procedure. Articles: Linguistic Paperback Profiling in Education: how accent bias denies equal education opportunites to students of color. TEXAS, WHY WAIT? The Urgent need to improve programming for	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2010 2010	The Scholar: St. Mary's Law Review on Minority Issues	ARTICLES: Taking Texas Back: A Voter Turnout Analysis of South Texas. Pre-Employment credit checks: effectuating disparate impact on racial minorities under the guise of job-relatedness and business necessity. ESSAY: Secrets and Lies: The Intelligence Community's "Don't Ask, Don't	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2010 2010	The Scholar: St. Mary's Law Review on Minority Issues 13	ARTICLE: Measuring the impact of political ideology on the adoption of english-only laws in the United States. NOTES: Boarding up the Fair Paperback Housing Act: Time barring Green and design and construction claims White for handicapped individuals. Lords of the Manor: Fighting California slumlords with private mutl-plaintiff implied	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

8	Law Library 2010 2010	The Scholar: St. Mary's Law Review on Minority Issues ¹	ARTICLES: Breaking the Dress Code: Protecting Transgender Students, Their Identities, And Their Rights. A Choice between food and medicine: Denning v. Barbour and the 13, no.2 struggle for prescription drug coverage under the medicaid act. The United States' Failure to ratify the international covenant on economic, social and cultural rights: Must the poor be always with us?		712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2011 2011	The Scholar: St. Mary's Law Review on Minority Issues	ARTICLES: Perry v. Schwarzenegger: Trying Same- Sex Marriage. Married to the Miltary: How to protect your property interests after the 13, no.3 marriage mission fails. ESSAYS: Green an The cycle of violence: Domestic violence and its effects on children. COMMENTS: The Texas two- step: The criminalization of		712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2011 2011	The Scholar: St. Mary's Law Review on Minority Issues	ARTICLES: A Dual-Role Bilingual Mediator is Inefficient and Unethical. National Consensus, Retibutive Theory, and Foundations of Justice and Morality in Eighth Amendment Jurisprudence: A 13, no.4 response to advocates of the child rape death penalty statute in kennedy v. Lousiana. What's Required to Remedy Juror Discrimination? A Brief discussion on batson and its available remedies. COMMENTS: Promising a better future but delivering		712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2004 2004	The Scholar: St. Mary's Law Review on Minority Issues	7, no.1 Affirmative Action: Are Some of Us "More Equal Than Others?" The US Supreme Court on Paperbac White and Green		712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2005 2005	The Scholar: St. Mary's Law Review on Minority Issues	The Ku Klux Klan Act and the Civil Rights Revolution: How Paperbac 7, no.2 Civil Rights Litigation Came to Green an Regulate Police and White Correctional Officer	, ,,	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2005 2005	The Scholar: St. Mary's Law Review on Minority Issues	Religion and Housing for the Homeless: Using the First Paperbac 8, no.1 Amendment and the Religious Green an Land Use Act to Convert White Religious Faith into Safe		712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2006 2006	The Scholar: St. Mary's Law Review on Minority Issues	Racial Profiling in Texas Department of Public Safety Traffic Stops: Race Aware or Race benign? Racial Profiling in Texas Graph Paperbac Green an White	, ,,	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

			Shifting from Race to Ethi		Outdated materials, possible law is no longer good, Hays			
8	Law Library 2006 2006	The Scholar: St. Mary's Law Review on Minority Issues	9, no.1 in Higher Education, Stayi Open: How Restricting Ve in Texas's Judicial Bypass Cases Would Hurt Minors Violate the Consistution,	nue Green and White	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2007 2007	The Scholar: St. Mary's Law Review on Minority Issues	A Thousand Humiliations: What Brown Could Not D 9, no.2 Essay: Are Americans Goo Samaritans? How Martin Luther King's Example Ca	d Green and White	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2007 2007	The Scholar: St. Mary's Law Review on Minority Issues	Book Review: The Supren Court and the Challenge of Protecting Minority Religi in the United States: Revi of Garrett Epps, to an Unknown God: Religious Freedom on Trial. Essay: Marital Jam Sessions on T Ecclesiastical Abstention: Employment Division, Department of Human Resources v. Smith in the Supreme Court of Texas. Comments: The Golden r Texas: Redistricting. Love	fons ew rial: Paperback Green and White	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2011 2011	The Scholar: St. Mary's Law Review on Race and Social Justice	them, Love them not: The The Other Side of the Hei Care Reform: An Analysis the Missed Opportunity Regarding Infertility Treatments. Looking Thro the Class and What Alice Found There: A Frustratee Analysis of Law School Admissions Policies and Practices. CASE STUDY: Fi Admission to Bar passage Extending a helping hand ARTICLES: Dividing Sterot	ugh Paperback White and Green	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2011 2011	The Scholar: St. Mary's Law Review on Race and Social Justice	and Religion: The Legla Implications of the Ambig References to Voodoo in Court Proceedings. Count Criminalization: Toward a youth development approximate to school searches. Using international human right to combat racial discrimination in the us criminal justice system. N In time sof medical crisis: Inadequacy of legal reme available to sexual minori	uous JS ering ach Paperback White and s law Green DTE:	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

88	Law Library 2012 2012	The Scholar: St. Mary's Law Review on Race and Social Justice	ARTICLES: On the Border Patrol and its Use of Illegal Roving Patrol Stops. Mexican Children of US Citizens: "Viges Prin" And Other Tales of Challenges to Asserting Aquired US Citizenship. The Supremacy clause preemption rationale reasonably restratins Paperback 14, no.3 as individual state pursuing its own separate but unequal immigration policy. ESSAY: The Client who lost despite winning and the client who won despite losing: Reflections on starting a new immigration clinic. UPDATE: Offense, defense, or just a big fence? Why border security is	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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88	Law Library 2013 2013	The Scholar: St. Mary's Law Review on Race and Social Justice	Buy me a Mercedes Benz?": A Comparison of State Wrongful Conviction compensation Statues. When Law Moves Quicker than Culture: Key Jurisprudential Regulations Paperback Shaping the US Adult content production industry. NOTES: The new voter supression: why the voting rights act still matters. Recognition and enforcement of out-of-state adoption decrees under the full faith and credit clause: the	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

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		Justice	impact of popular culture on homosexual rights. Unsavory associationsplacing migrant children in harm's way: The withdrawl of child labor rules from the fair labor standards act. COMMENTS: Why the EEOC got it right in Macy v. Holder: The argument for ARTICLES: Safety over Sematics: The Case for Stauatory Protection for Domestic Violence Asylum	hole punch tears, highlight or writing on pages. Possible missing pages or sections.	Suite 2026		
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8	Law Library 2015 2015	The Scholar: St. Mary's Law Review on Race and Social Justice	overview of state initiative addressing the urgent nee for driver licenses for undocumented immigrant and why the time for chan 17, no.3 in Texas is now. The New World of prosecutorial discretion in immigration enforcement: Lessons fror criminal justice. COMMEN Immigration hypocrisy and destructive effect on the	ge Paperback White and Green	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2016 2016	The Scholar: St. Mary's Law Review on Race and Social Justice	ARTICLES: Trouble Behind Great Wall? A critical look workers' rights in China. D Black Lives Matter? Race a measure of injury in Tort L COMMENTS: Decreasing disporoportionality throug kinship care. Venturing int	Paperback s a White and Green	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

8	Law Library 2016 2016	The Scholar: St. Mary's Law Review on Race and Social Justice	ARTICLES: Low Bono Leg Counsel: Closing the Acc Justice Gap by Providing Middle Class with Afford Attorneys. The Police- Community Partnership Civilian Oversight as an evaluation tool for community policing. RECENT DEVELOPMENT: Educati its discontents: The decriminalization of Tru and the school-to-prison pipeline in Texas. NOTE: the Cracks: Why probler solving courts are neede	nunity Paperback White and on and Green ancy Filling	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
8	Law Library 2016 2016	The Scholar: St. Mary's Law Review on Race and Social Justice	address fetal alchohol ARTICLES: The Persecute Former Child Soldiers, & Lessons from Research Child Development. Still Dreaming: The plight of 18, no.3 undocumented immigra studenti nthe progessio world. The slow, yet lon anticipated death of DO And its impact on immig law- Where are we two ARTICLE: Pulse: finding	on the Paperback nt White and nal Green g- MA ration	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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11	Law Library 1977 2015	Thomson Reuters	Vernon's Texas Rules Annotated	3A	Civil Procedure Rules 302 to 351	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
12	Law Library 1984 2015	LexisNexis	Texas Criminal Practice	1	Client Representation, Arrest and Release, Confession and Lineup, Search and Seizure	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
12	Law Library 1984 2015	LexisNexis	Texas Criminal Practice	2	Indictment, Pretrial Proceedings, Trial Preparation	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
12	Law Library 1984 2015	LexisNexis	Texas Criminal Practice	3	Trial	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
12	Law Library 1984 2015	LexisNexis	Texas Criminal Practice	4	Posttrial Proceedings, Postconviction Remedies	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
12	Law Library 1984 2015	LexisNexis	Texas Criminal Practice	5	Postconviction Remedies, Pardon and Parole, Juvenile Proceedings, Substantive Law	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

12	Law Library 1984 2015	LexisNexis	Texas Criminal Practice	6	Substantive Law, Table of Statutes, Index	Binder Blue Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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14	Law Library 2010 2014	Thomson Reuters	Vernon's Civil Statutes of the State of Texas Annotated		Cities to Delaratory Judgements Articles 1175a to 2524-1	Hardbound Black Book	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709

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17		2020	Thomso	n Reuters	Texas Cases		603 S.W. 3d Pages 53 to 202.				Melody Barron		5123937709
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17		Thomson Reuters Texas Cases			Green and White Book	"Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible	Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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17		Thomson Reuters Texas Cases		W 3d Pages 35 to 5X		"Superseded" or other information. Possible torn pages,		Melody Barron	melody.barron@co.hays.tx.us 5123937709
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17		Thomson Reuters Texas Cases		605 S.W. 3d Pages 183 to 254		"Superseded" or other information. Possible torn pages,	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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17		Thomson Reuters Texas Cases		505 S.W. 30 Pages 641 to 928.		"Superseded" or other information. Possible torn pages,	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us 5123937709
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17		Thomson Reuters Texas Cases	42 6					Melody Barron	melody.barron@co.hays.tx.us 5123937709
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17	Law Library 2020	Thomson Reuters Texas Cases		506 5.W. 30 Pages 726 to 932.		"Superseded" or other information. Possible torn pages,		Melody Barron	melody.barron@co.hays.tx.us 5123937709
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17		Thomson Reuters Texas Cases		60 / S.W. 3d pages 839 to 930.		"Superseded" or other information. Possible torn pages,		Melody Barron	melody.barron@co.hays.tx.us 5123937709
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17			Texas Cases 47	608 S.W. 3d Pages 815 to 902		"Superseded" or other information. Possible torn pages,		Melody Barron	melody.barron@co.hays.tx.us	5123937709
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17				S.W. 3d Pages 110 to 356						5123937709
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17	Law Library 2020	Thomson Reuters	Texas Cases 50		Paperback Green and	County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages,	712 South Stagecoach Trail,	Molody Parron	melody.barron@co.hays.tx.us	E122027700
17	Law Library 2020	monison reaters	Texas Cases 30		White Book	hole punch tears, highlight or writing on pages. Possible	Suite 2026	Wielduy Balloll	melody.barron@co.nays.tx.us	3123937709
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17			Texas Cases 51	610 S.W. 3d Pages 487 to 632		"Superseded" or other information. Possible torn pages,	Stagecoach Trail,	Melody Barron	melody.barron@co.hays.tx.us	5123937709
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17		Thomson Reuters		Auction and Auctioneers	green book	"Superseded" or other information. Possible torn pages,		Melody Barron		5123937709
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17	Law Library 2015					hole punch tears, highlight or writing on pages. Possible		Wielduy Balloll		3123937709
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19	Law Library 2015	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 49, 420-589 No. 3	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
19	Law Library 2015	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 50, No. 1	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
19	Law Library 2016	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 50, 337-494 No. 3	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
19	Law Library 2016	American Bar Association	Real Property, Trust and Estate Law Journal		White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
19	Law Library 2016	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 51, 167-372 No. 2	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
19	Law Library 2017	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 51, 373-558 No. 3	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
19	Law Library 2017	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 52, No. 1 1-152	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hays County stamp, Stickers that state "No Longer Update," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@co.hays.tx.us	5123937709
20										5123937709
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22						tan leather seat is tearing with pieces of the leather coming off and fabric underneath showing	712 South Stagecoach Trail,			5123937709

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 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		AMOUI	NT REQUIRED
ACTION-ROADS	August 24, 2021			
LINE ITEM NUMBER				
	ALIDITOD LIGE ON	\ <u></u>		
	AUDITOR USE ONL	Y		
AUDITOR COMMENTS:				
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR I	REVIE	N: N/A	
REQUESTED BY			SPONSOR	CO-SPONSOR
Jerry Borcherding			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.



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 20 MFTT speed	I IIIIII OII Easteiii Noau	•
ITEM TYPE	MEETING DATE	AMOUNT	Γ REQUIRED
ACTION-ROADS	August 24, 2021		
LINE ITEM NUMBER		2	
	ALIDITOR LIGE ONLY		
AUDITOR COMMENTS:	AUDITOR USE ONLY		
//OSI OK OSIIIII			
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR REV	IEW: N/A	
REQUESTED BY		SPONSOR	CO-SPONSOR
Jerry Borcherding		SHELL	N/A
SUMMARY As a result of a recent traffic study conduction	cted on Eastern Road, there i	s a need to establish a	20 MPH speed limit.



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 Change Order #5 in the amount of \$30,000 to the Professional Services Agreement between Hays County and LJA Engineering, Inc. for Right-of-Way services on the Old Bastrop Rd (CR 266) project, from Centerpoint Road to Rattler Road, in Precinct 1 as part of the Road Bond Program and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4).

ITEM TYPE	N	IEETING DATE		AMOUN [*]	T REQUIRED
ACTION-ROADS	Aı	ugust 24, 2021		\$3	30,000
LINE ITEM NUMBER					
035-801-96-522.5632_700					
	AU	DITOR USE ONLY			
AUDITOR COMMENTS: Requires a discretionary exemption pursuamount is more than 25% of original control			ent Co	de Ch. 262.024(a)(4) since contract
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REV	IEW:	MARISOL VIL	LARREAL-ALONZO
REQUESTED BY			S	PONSOR	CO-SPONSOR
BORCHERDING			IN	GALSBE	N/A

SUMMARY

The requested change order increases the contract amount by \$30,000 from \$289,245 to \$319,245. This will cover additional landowner coordination and negotiations that exceeded the level of effort anticipated in the original scope of work and significant effort to coordinate a septic system relocation on one parcel. There is no additional time requested. The additional funding will be allocated from the Road Bond Project Number 1-522-034.

Hays County Transportation Department Change Order Request Form

Date: 08-05-2021 Co	ontract Performa	ance Date: Curr	ent
Project Name: CR 266 Project, from Cen	terpoint Road to	Rattler Road	
Contract number: N/A			
Contractor/Consultant: LJA Engineering,	Inc.		
Change Order Number: 5			
Change in Scope Necessitating Change-O	order:		
Due to significant ongoing title issues on effort anticipated in the Scope of Work,			
was expended to find a willing, compete parcel to facilitate a septic relocation, LJ	•		
project. This brings the contract amount 11, 2022 (granted in Change Order No. 3		-	iration date of February
Attach Supporting Documentation for Ch	nange Order to t	his Form	
Original Contract Amount:		\$ 253,440	
Net Amount of Previously Authorized Change Order:		\$ 35,805	
Net Amount for this requested change order:		\$ 30,000	
Total Contract Amount with all change orders:		\$ 319,245	
Original Contract Performance Length:			365 Days
Net previous schedule change orders:			730 Days
Net Schedule adjustment requested this	change order:		-0- Days
Total performance days with change ord	ers:		1,095 Days
Contractor: <u>LJA Engineering</u> , Inc.	Sign: Kenet	& D Selrock	Date: <u>08-05-2021</u>
Hays County <u>:</u>	Sign:		Date:
(Hays County Employee-attach to agenda Court)	a request form, (CO approval con	tingent on Commissioners

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 Change Order No. 2 with LJA Engineering, Inc. in the amount of \$12,800 to provide Right-of-Way Acquisition services for the Darden Hill/Sawyer Ranch Road Intersection Roundabout project in Precinct 4 as part of the Hays County 2016 Road Bond Program and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOU	NT REQUIRED	
ACTION-ROADS	August 24, 2021	\$	12,800.00	
LINE ITEM NUMBER				
035-804-96-867.5632_700				
	AUDITOR USE ONL'	(
AUDITOR COMMENTS: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since contract amount is more than 25% of original contract amount.				
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR F	REVIEW: MARISOL VI	LLARREAL-ALONZO	
REQUESTED BY		SPONSOR	CO-SPONSOR	
Jerry H. Borcherding, P.E., Trans	SMITH	N/A		

SUMMARY

Due to additional design changes, it has become necessary to update/revise the appraisal for Parcel 1. Additional labor/expenses have also been included for the negotiations of easements that will be conveyed from Hays County to Pedernales Electric Cooperative (PEC). The Change Order No. 2 for Darden Hill/Sawyer Ranch Road Intersection Roundabout (Phase 1) [20-867-034] ROW acquisition services will authorize additional budget of \$12,800.00 for these services as well as extend the contract period to February 28, 2022.

Hays County Transportation Department Change Order Request Form

Date: 08/16/2021 Contract Perform	ance Date: Current
Project Name: Darden Hill at Sawyer Ranch Roundabou	t Project
Contract number: N/A	
Contractor/Consultant: LJA Engineering, Inc.	
Change Order Number: 2	
Change in Scope Necessitating Change-Order:	
Due to design changes, it is necessary to complete a sec	ond updated/revised appraisal for Parcel
1. The updated appraisal will cost \$2,800. An additional	al \$10,000 for labor/expenses has been
included for the negotiations of easements that will be	conveyed from Hays County to
Pedernales Electric Cooperative. This brings LJA's contra	act amount from \$70,000 to \$82,800.
Additionally, LJA's contract was set to expire on April 18	3, 2021. Change Order No. 1 extended
the expiration date until August 31, 2021. LJA is reques	sting that this date be extended
until February 28, 2022. This adds an additional 181 day	rs to the contract performance length.
Attach Supporting Documentation for Change Order to	this Form
Original Contract Amount:	\$ 48,200
Net Amount of Previously Authorized Change Order:	\$ 21,800
Net Amount for this requested change order:	<u>\$ 12,800</u>
Total Contract Amount with all change orders:	\$ 82.800
Original Contract Performance Length:	180 Days_
Net previous schedule change orders:	135 Days_
Net Schedule adjustment requested this change order:	181 Days_
Total performance days with change orders:	<u>496 Days</u>
Contractor: LJA Engineering, Inc. Sign: Kenth 2	Date: 08/16/2021
Hays County: Sign:	Date <u>:</u>
(Hays County Employee-attach to agenda request form, Court)	

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$45,000 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DAT	<u> </u>	AMOUN	T REQUIRED
ACTION-ROADS	August 24, 202	1	\$-	45,000
LINE ITEM NUMBER 035-804-96-872.5621_400				1
000-004-00-012.0021_400				
	AUDITOR USE C	NLY		
AUDITOR COMMENTS:				
PURCHASING GUIDELINES FOLLOWED:	YES AUDITO	R REVI	EW: MARISOL VIL	LARREAL-ALONZO
REQUESTED BY			SPONSOR	CO-SPONSOR
Jerry Borcherding, Transportat	ion Director		SMITH	N/A

SUMMARY

This Contract Amendment increases the contract compensation cap by \$45,000 from \$200,000 to \$245,000. This will allow for the execution of Work Authorization #2 Supplemental #1 which authorizes the re-design of the Trautwein Road profile to raise the profile approximately 4'; revise PS&E to utilize revised Trautwein Road profile/US 290 Cross Slope/retaining wall type. Update traffic signal plan sheets to reflect a four-approach intersection instead of the three-approach intersection as shown on the original design, revise/update necessary environmental documentation and add Public Involvement services. The additional budget also includes construction phase services to be authorized at a later date. This effort will be funded through the 2016 Road Bond Program project number 23-872-034.

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

HAYS COUNTY ROAD BOND PROJECT: US 290 West at Trautwein Road ("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 WSB & Associates, 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 September 10, 2019 (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 \$200,000.00; 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 \$200,000.00 to \$245,000.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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:

COUNTY:

By: By: Signature

Printed Name

Printed Name

Title

S-17-21

8/17/2021

Date

EXHIBIT D

Fee/Rate Schedule

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

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Pape Dawson Engineers to provide engineering design services related to improvements to Beback Inn Road from Center Point Road to SH 123 in Pct. 1.

ITEM TYPE	M	EETING DATE	_	AMOUN	T REQUIRED
ACTION-ROADS	Au	gust 24, 2021		\$3	47,000
LINE ITEM NUMBER					
020-710-00.5448_008					
	A 1 10	DITOR USE ONLY			
AUDITOR COMMENTS:	AUI	TION USE ONLY			
PURCHASING GUIDELINES FOLLOWED:	YES	AUDITOR RE	VIEW:	MARISOL VIL	LARREAL-ALONZO
REQUESTED BY			S	PONSOR	CO-SPONSOR
Jerry H. Borcherdin	g		IN	GALSBE	N/A
			-		·

SUMMARY

This project will provide for a schematic design determination of ROW preservation needs along Beback Inn Road in Pct. 1. Coordination with Guadalupe County will also be part of this effort. Pape-Dawson was selected for this project on June 22, 2021.

PROFESSIONAL SERVICES AGREEMENT HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and Pape-Dawson Engineers, Inc. hereinafter "Contractor"), whose primary place of business is located at 10801 N. MoPac Expressway, Building 3, Suite 200, Austin, Texas 78759, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of _____, 20__ (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Schematic design of needed improvements along Beback Inn Road from Centerpoint Road to SH 123 in Precinct 1 including ROW preservation and coordination with Guadalupe County.

2. SERVICES

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

3. ADDITIONAL TERMS

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

4. DURATION

The parties agree that the Work shall be completed Three hundred-sixty-five (365) days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "A." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Three hundred and forty-seven thousand dollars (\$347,000 USD) for the Work under this Agreement.

6. PAYMENT

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

7. NOTICE OF COMPLETION

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

8. NOTICE (GENERAL)

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

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

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

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or subcontractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days

after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

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

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

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

11. COMPLIANCE WITH LAWS

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

12. SURVIVAL

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

13. FORCE MAJEURE

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

14. SEVERABILITY

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

15. MULTIPLE COUNTERPARTS

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

16. SECTION HEADINGS, EXHIBITS

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

17. WAIVER BY PARTY

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

18. GOVERNING LAW AND VENUE

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

19. ASSIGNMENT

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

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT; AMENDMENT

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

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

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

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

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

Hays County, Texas	Pape-Dawson Engineers, Inc.
By: Ruben Becerra	By: Dan Thoma
Hays County Judge	Vice-President

EXHIBIT A

Fee/Rate Schedule

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

EXHIBIT B

Scope of Work

EXHIBIT B SERVICES TO BE PROVIDED BY THE ENGINEER FOR BEBACK INN RD SCHEMATIC AND ENVIRONMENTAL

PROJECT DESCRIPTION

Project Limits

The project limits are from Center Point Rd to SH 123 for approximately 1.3 miles.

Project Summary

The Consultant will develop a schematic for the widening of Beback Inn Rd to the proposed ultimate 4-lane roadway with shoulders and turn lane with a usual ROW width of 100 ft from the project limits mentioned above. The project lies within both Hays and Guadalupe Counties. Interim design alternatives will not be considered as part of this schematic.

Design Criteria

The proposed design criteria for the project will be developed from Hays County, Guadalupe County, and TxDOT design criteria. It is anticipated that in most cases the most stringent of the Design Criteria will be TxDOT RDM and HDM.

1. MANAGEMENT AND COORDINATION

- a. Communication:
 - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.
- b. Monthly Progress Report, Invoices, and Billings (6 months assumed):
 - Submit monthly progress status reports to the County. Progress reports will include
 deliverable table, tasks completed, tasks/objectives that are planned for the upcoming
 periods, lists or descriptions of items or decisions needed from the County and its
 representatives. Subconsultant progress will be incorporated into the monthly progress
 report. A copy of the monthly progress report will be uploaded to ProjectWise.
 - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.
- c. Quality Assurance and Quality Control (QA/QC) Plan:
 - Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
 - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
 - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.
- d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.
- e. Progress/Coordination Meetings (4 external meetings assumed):
 - Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
 - Prepare agenda and sign-in sheets for external coordination/progress meetings.
 - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
 - Conduct internal coordination meetings as required to advance the development of the project.
 - Attend coordination meetings with Guadalupe County and TxDOT for design within Guadalupe County or tying into SH 123 (4 total meetings assumed).

f. Project Schedule:

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

g. Deliverables:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- OA/OC Documentation with Deliverable

2. ROUTE AND DESIGN STUDIES

- a. Data Collection:
 - Perform record research and obtain existing information, including but not limited to: asbuilt plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, official copies of FEMA floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area
 - Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.

- Review the data collected and organize the information.
- b. Stakeholder Coordination (2 meetings assumed):
 - Schedule, coordinate logistics for and prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination.
 - Coordinate with affected local agencies and County's consultants. Includes preparing/reviewing presentations and other communications materials for elected official briefings.
 - Attend meeting with stakeholders (2 meetings assumed).
- c. Design Criteria:
 - Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest versions of Williamson County Design Criteria.

d. **Deliverables:**

- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder Coordination Meetings.
- Draft and Final Constraints Map Refined Route Option and Technical Memorandum Recommendation (pdf and hardcopies)
- Draft and Final Design Summary Form (pdf and hardcopies).

3. PUBLIC INVOLVEMENT

Public involvement activities will be conducted through the County. The Consultant shall coordinate and provide support on the public involvement.

- a. Public Involvement Plan
 - Prepare materials and provide support for meetings with Individual Property Owners, and Stakeholder meetings. One person will attend from engineering team for meetings (2 meetings assumed).

Deliverables:

- Provide information or data for fact sheets and FAQs
- Prepare individual property exhibits with ROW impacts for impacted property owner meetings.

4. RIGHT-OF-WAY (ROW) MAPPING

- a. ROW map:
 - Research and compile deed/plat records and build a working map from recorded data.
 - Calculate approximate search data to recover right of way monumentation and make initial pass to recover right of way monumentation.

• Draft preliminary right of way map and list of impacted tracts.

b. Deliverables:

- Preliminary ROW Map and affected property owner list (drawing file, pdf, and hardcopies)
- Final ROW Map and affected property owner list (drawing file, pdf, and hardcopies)

5. SURVEYING

- a. Right of Entry (10 letters assumed):
 - Prepare and mail right of entry letters per the County's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

b. Field Surveying:

• Utilize current available County Lidar Data provided by Hays County, until ROE is received. Once ROE is obtained, perform ground survey at applicable locations.

c. Field Surveying:

- Survey the area at approximately **50**-foot sections **60**-feet on either side of the proposed roadway centerline including identify existing landowners, deed recordation information, buildings, locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, trees 8" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.
- Establish horizontal and vertical control and set temporary benchmarks.

d. **Deliverables:**

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- PDF of each Surveyor Project Notebook

6. SCHEMATIC DEVELOPMENT

- Prepare **Ultimate** Schematic submittal per Hays County Schematic submittal checklist and selected design criteria. The ultimate schematic will highlight the portion of the roadway to be constructed with the interim project if applicable.
- Ultimate Engineering Costs Estimate for the construction quantities covering all items of the proposed work.

b. Deliverables:

• Ultimate Schematic roll plot including cost estimate for the Ultimate roadway.

7. <u>DRAINAGE STUDY</u> (2 assumed creek crossings assumed):

a. Hydrologic Study & Modeling

Detail the criteria, methodologies, results and recommendations of the analysis.

- Collect, prepare and modify existing hydrologic & hydraulic models to reflect the existing conditions & proposed ultimate schematic for the recommended route option. Compare and document the study results with existing studies or models from the County, FEMA, etc., if available.
- Provide existing and proposed condition drainage area maps for each outfall from the project area and/or each cross-drainage structure location.
- Provide a comparison of existing vs proposed condition runoff patterns at each outfall from the project area.
- Atlas 14 impacts will be reviewed and incorporated into existing and proposed condition hydrologic models.
- b. Hydraulic Study & Modeling (2 major creek crossings assumed):
 - Provide hydraulic models and/or calculations for the existing and proposed structures. Proposed structure sizes and locations will be based upon the ultimate schematic for the preferred route option.
 - Document existing conditions including size, length, flowline elevations, scour, flooding, erosion, tailwater or other notable conditions. Document source of hydraulic/channel cross sections.
 - Prepare preliminary design and layout for the cross-drainage structures and major roadside channels using appropriate software (HEC-RAS, HY-8, SWMM, Bentley or other approved hydraulic modeling software) for the ultimate schematic and recommended route option. All bridges and multiple box culverts to be analyzed in HEC-RAS.
 - Compare and document the study results with existing studies or models, Identify and document need for stakeholder coordination or permitting.
 - Recommend minimum pavement elevations based on design event WSEL for cross drainage flood elevations & document WSEL on schematic profile.
- c. FEMA Coordination (Long Creek Tributary 7 Crossing):
 - Coordinate with the Guadalupe County and Local Floodplain Administrator as necessary throughout the project.
 - Determine if a CLOMR or LOMR will be required and/or recommended. If a CLOMR or LOMR is required after the Preliminary Drainage Report and through coordination with the Local Floodplain Administrator, a supplemental work authorization would be required.
 - Calculate the volume of fill to be placed in the 100-year floodplain and recommend locations for compensatory storage based on the ultimate schematic.
- d. Impact and Mitigation Analysis:

- Provide documentation of all adverse impacts resulting from the proposed facility in the proposed condition. Provide a comparison of existing vs proposed condition at each outfall from the project area.
- Provide plans to mitigate adverse impacts to nearby buildings, property access points, and runoff patterns.
- If detention is recommended or required prepare a routing analysis to determine preliminary size and ROW needs for proposed detention ponds.
- Coordinate with County to determine need for maintenance or landscaping setbacks for ponds. Criteria for this determination shall be based, in part, on drainage information provided by the Engineer and on the preliminary design for the project area.

Deliverables:

- Schematic Preliminary and Final Drainage Reports signed and sealed by a professional engineer in the State of Texas.
- Applicable GIS, Hydrologic Models or CAD files referenced in the drainage study.

8. Environmental

- a. Constraints Map (Up to 2 preliminary route concepts assumed that will be developed by the project team):
 - Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, & EPA Hazardous Materials Database Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, Threatened & Endangered Species Information.
 - Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.
 - Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review. This field investigation will be limited to accessible areas within the existing right-of-way.
 - Develop a constraints map that includes environmental concerns, known constraints (structures, floodplain), aerial photography, contour information, utility information, based on research of public databases and sources.
 - Develop preliminary route concepts and preliminary costs for use in soliciting input during coordination meetings with stakeholders.
 - Develop evaluation criteria to assist in evaluating preliminary route concepts.
 - Quantify potential effects of the preliminary route concepts based on the evaluation criteria.

- Conduct screening process and select recommended route option.
- Refine recommended route option based on public input, stakeholder input, design criteria, existing structures, potential displacements, right of way limits and requirements, known developments, existing and proposed drainage structures and issues, and other environmental features.

9. DELIVERABLES:

- a. Documents:
 - All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County's project management database at each milestone and at the completion of the project. One hard copy of each deliverable will be provided unless additional copies are required per the submittal checklist.

10. EXCLUSIONS:

- a. The following items are not included in this work authorization:
 - TRAFFIC EVALUATIONS AND PROJECTIONS.
 - ROW ACQUISITION
 - SUBSURFACE UTILITY ENGINEERING
 - CLOMR OR LOMR.
 - GEOTECHNICAL SERVICES.
 - PLAN PREPARATION (PS&E) SERVICES.
 - ENVIRONMENTAL CLEARANCE SERVICES.
 - BIDDING PHASE SERVICES.
 - CONSTRUCTION PHASE SERVICES.
 - UTILITY COORDINATION OR RELOCATIONS

-- EXHIBIT "C" --

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

A. N/A	
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EXHIBIT D

Certificate of Insurance

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Supplemental No. 1 to a Standard Utility Agreement (SUA) in the amount of \$161,000.00 with Enterprise Texas Pipeline LLC for the relocation of existing facilities in conflict with the FM 2001 West (Sunbright Section) Safety Improvements project from SH21 to White Wing Trail in Precinct 2 as part of the Road Bond Program.

ITEM TYPE	MEETING DATE		AMOUN	NT REQUIRED				
ACTION-ROADS	August 24, 2021		\$16	51,000.00				
LINE ITEM NUMBER								
035-802-96-643.5623_400								
AUDITOR USE ONLY								
AUDITOR COMMENTS:								
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR I	REVIEW:	MARISOL VII	LARREAL-ALONZO				
REQUESTED BY		s	PONSOR	CO-SPONSOR				
Jerry Borcherding, P.E., Transportation Director			JONES N/					

SUMMARY

The FM 2001 West safety improvement project from SH21 to White Wing Trail (Sunbright section) [9-643-034] is funded by the Hays County 2016 Road Bond Program. The Standard Utility Agreement (SUA) authorized a reroute approximately 1,424 ft of 6-inch gas transmission Line 9034 - New Braunfels to Turnersville Road Station pipeline on new pipeline easement (where it is impacted by the ROW taking and construction of new road and drainage features along FM2001) and extend the existing 12" casing approximately 79 feet near Buda, Texas (to accommodate any proposed future expansions). This pipeline work also includes line replacement by HDD on the 2-inch Line 9034A and installation of one pipeline protection slab to accommodate the lowering of natural grade and new pavement structure installation/regrading where the line will no longer be in compliance with TAC. Due to possible condemnation needed for easement acquisition, the proposed Supplemental No. 1 requests to add land acquisition services for appraisals, along with legal fee allowance and engineering support to provide exhibits for negotiations.

STANDARD UTILITY AGREEMENT SUPPLEMENTAL AGREEMENT NO. 1 TO FM 2001 WEST (EXTENSION OF WHITE WING TRAIL) PHASE 1

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Enterprise Texas Pipeline LLC (the "Utility") and shall be effective upon the date of acceptance and execution by and on behalf of the County.

Whereas, the County and Utility executed a Standard Utility Agreement on February 23, 2021, concerning the adjustment, relocation, or removal of certain of Utility's facilities;

Whereas, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

Whereas, due to the newly discovered information by the Utility deemed sufficient by the County, the County and Utility agree that supplementation to the Standard Utility Agreement is necessary; and

Whereas, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: <u>land acquisition services for appraisals, along with legal fee allowance and engineering support to provide exhibits for negotiations</u>, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

Now, Therefore, Be It Agreed:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **\$161,000** for a total of **\$1,621,800**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

STANDARD UTILITIY AGREEMENT SUPPLEMENTAL AGREEMENT NO. 1 TO FM 2001 WEST (EXTENSION OF WHITE WING TRAIL) PHASE 1

(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY	HAYS COUNTY
Utility: Enterprise Texas Pipeline LLC Name of Utility	By:
By: Authorized Signature	Print or Type Name
Title: SVP	Title:
Date: 8/3/21	Date:

ATTACHMENT "A"

Plans and Estimates:

Project Cost Estimate Item Description Tax - Labor/Services Tax - Material Rate 0.00% 8.25% Project Title County FM2001 - 6in Line 9034 & 2in Line 9034A Replacement Project ID: Project Location: Buda, TX - Hays County Capitalized Int. (Y1) Capitalized Int. (Y2) Revision Number: 0.00% Scenario Name: Estimate Type: Cost Center Stay in Business 1.0 - GENERAL Units Qty Unit Rate Line Item Item Description Cost Taxes AFE Total Notes reight 8,000 1 12 Material Freight and Delivery 8,000 \$ ine Pipe inch Pipeline Reroute *6.625", 0.280" W.T., SMLS, API 5L, PSL 2, GR X-52 FBE 15-18 MILS *6.625" ELBOW, BW, 3R, 45° 1424 \$ 22,784 \$ 1,880 \$ 24,664 SEGMENTABLE, 0.280" W.T., CS, MSS-SP-75, WPHY-52 4 377 17 507 \$ 1 444 18 952 GRADE B, 30 MILS SP-2888 R.G. *2" - Vent Pipe 1.18 120 10 130 *Buv 2-Inch Line HDD *2.375", 0.154" W.T., SMLS, API 5L, PSL 2, GR X-52 FBE 15-18 MILS W/ ARO 30-40 248 \$ 15 \$ 3.720 \$ 307 \$ 4.027 MILS feet *2 375"FLBOW BW 3R 45° SEGMENTABLE, 0.154" W.T., CS, MSS-SP-75, WPHY-52 118 \$ 1,543 *2.375" ELBOW, BW, 3R, 90° SEGMENTABLE, 0.154" W.T., 1 CS, MSS-SP-75, WPHY-52 4.0 - GENERAL CONTRACTS 682,800.00 Quantity Unit Rate Item Description 4,000.0 4.1 Cathodic Protection - Test Station 4,000 \$ -misc 6in line 9034 - Reroute 678 80 6in line 9034 - Open Trench Installation 6in line 9034 - Pipeline Removal 213.600 213.600 1424 150 feet feet 1424 79 25 1,600 35,600 126,400 35,600 4.3 2in line 9034A Line HDD and Slab feet feet 0 0 2in line 9034A - HDD 248 750 186.000 186,000 2in line 9034A - Removal and Grout 2in line 9034A - Pipeline Protection Slab 248 \$ ea 50.000 50.000 50.000 Flare/Nitrogen - Line Decomissioning 30.000 30,000 30.000 Quote from Ops 5.0 - ENGINEERING 115,000.00 Item Description Units Quantity Unit Rate Cost AFE Total utside Engineering ngineering Design - bid package, develop 45.000 IFC drawings and project documentation. 40.000 40.000 Quote from LJA Eng 5.2 5.4 70,00 Surveying Survey 2-men crew (includes survey for plats 2.500 30,000 40,000 Quote from LJA Eng 30.000 5.5 30.000 6.0 - INSPECTIONS COSTS 177,000.00 Line Item Item Description Units Quantity Unit Rate Cost Taxes AFE Total Notes Inspection Misc Chief Inspector/CWI 54,000 Inspector - COR Inspector - Utility days 900 27,000 27,000 NDE Inspections 6.8 12 \$ 30.000 7.0 - INTERNAL COSTS 48,840.00 Line Item Item Description Units Quantity Unit Rate AFE Total Notes Salaries & Wages 45.840 roject Manage hours hours hours 32,000 2,160 1,440 Pipeline Tech Corrosion Tech PL Supervisor 90 90 100 7.6 hours 1.600 1.600 7,200 1,440 Land Rep 90 7.200 8.0 - LEGAL/PROFESSIONAL SERVICES/EHS&T 324.134.96 Unit Rate AFE Total and Costs Easement Acquisition - 1424 feet of 6in 8.3 stimate from Land pipeline reroute 1424 60 85.440 85.440 Capital Group and Damages 8.4 damages 20,000 20,000 Capital Group Legal & Profes 8.5 Legal Counsel 500 70 000 70 000 Environmental Desktop Review P/L ROW Costs 140,195

8.7	0 0 0 0	3rd Party Land Agent - Obtain Tax Card, Vesting Deeds, Prepare Line List, Obtain Survey Pemission, Negoliating ROW acquisition/Temporary Workspace and Access, Documentation - both pipelines Appraisals	ea ea		1	\$ \$ \$ \$	80,195 60,000 -	\$ \$ \$ \$	80,195 60,000 -		-	\$ \$ \$	80,195 60,000 -	Estimate from Land Capital Group Appraisal quote from Land
	0					\$	-	\$	-	\$		\$	-	
	Permits											\$		
8.8	0					\$		\$ \$ \$	-	\$	-	\$ \$ \$	-	
	0					\$	-	\$	-	\$	-	\$	-	
	ROW Acquisition Ser	vices										\$	-	
8.9	0 0 0					w w w w		\$ \$ \$		\$ \$ \$ \$	-	\$ \$ \$ \$	-	
	ő					\$	_	\$	-	\$		\$	-	
PROJECT SU	UMMARY			•										
Summary			AFE Total											
Subtotal	·			,410,177										
	/ & Insurance	0%	\$	-										
Capitalized I		4=0/		044 505										
Construction Total	n/Project Overhead	15%		211,527										
Total \$ 1,621,800 COST RESPONSIBILITIES														
Enterprise		0.00%	\$	-										
Hays County	1	100.00%	\$ 1,	,621,800										

Notes / Assumptions:

SCOPE OF WORK: To recount approximately 1424 ft of 6-inch gas transmission Line 9034 – New Braunfels to Turnersville Road Station pipeline on new pipeline easement and extend the existing 12" casing approximately 79 feet near Buda, Texas. Work also includes line replacement by URD on the 2in Line 9034A and installation of one pipeline protection slab.

1. Project overhead is percentage by which the project costs are multiplied to recover internal labor, supervision, management, pipeline overhead, copporate overhead, and cost of capital.

2. This project is 10% cost to Hays County. Contingency not included in this estimate. Hays County will address overuns with a supplemental agreement.

3. Old pipeline will be disposed with no salvage value.

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; Hold a Public Hearing to discuss final action regarding the Booky T Subdivision, Lot 1, Replat.

ITEM TYPE

MEETING DATE

AMOUNT REQUIRED

ACTION-SUBDIVISIONS

August 24, 2021

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

CO-SPONSOR

N/A

SPONSOR

SMITH

SUMMARY

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

REQUESTED BY

MACHACEK

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.



Hays County Commissioners Court Agenda Request

Meeting Date: August 24th, 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 with Condition regarding the final plat of the Booky T Subdivision, Lot 1, Replat.

BACKGROUND/SUMMARY OF REQUEST:

A) Booky T Subdivision is a recorded subdivision located off of US Highway 290 West. The proposal will divide the 10.65 acre parcel into two (2) lots: Lot 1A and Lot 1B.

Water service will be accomplished by Individual Private Well and Wastewater treatment will be accomplished by Advanced 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 Lot 1 in the Booky T Subdivision will take place on August 24th, 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:

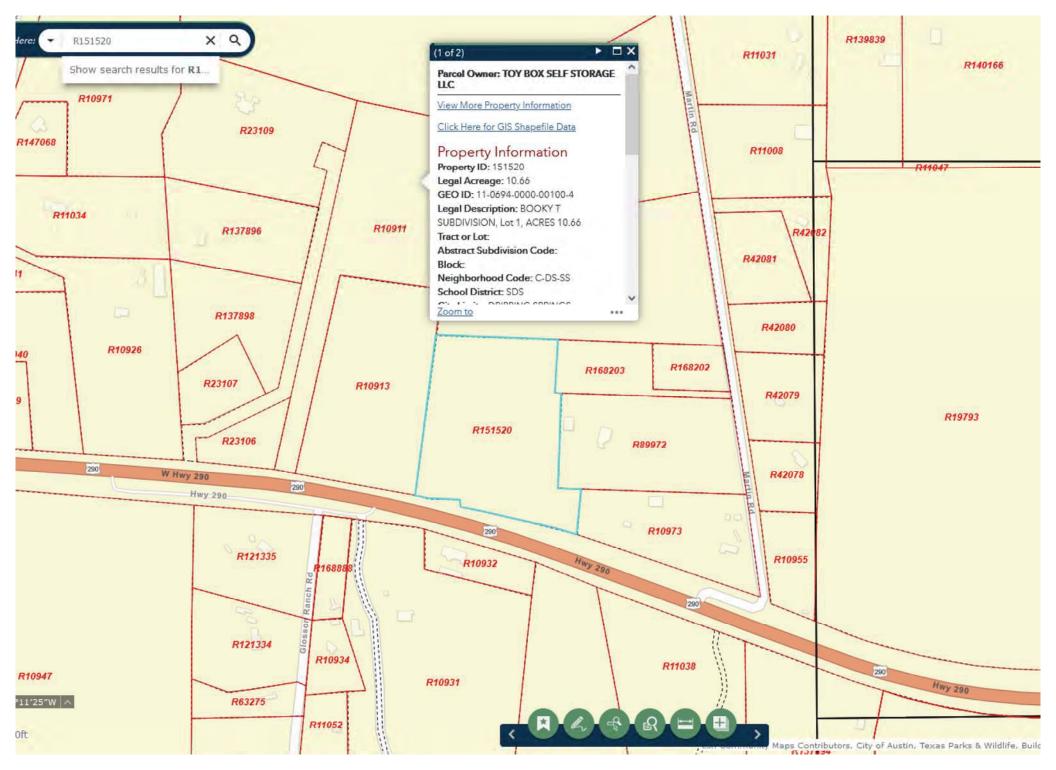
Staff has completed Technical Review for the Booky T Subdivision, Lot 1, Replat. The items remaining are to hold the public hearing for the replat and discuss final action on the proposed replat.

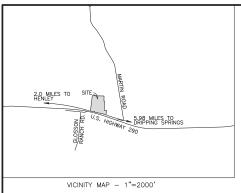
There are no variances requested. The Applicant and Staff are requesting postponement of any further action due to proposed alterations, additional review is conducted, and a recall for a public hearing is scheduled in the near future.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat





DRIVEWAY PERMIT STATEMENT:

SURVEYORS NOTES

- 1. FENCES MEANDER.
- 2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0085F. 2/2005, THIS TRACT LIES WITHIN ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CH
- 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 RECYARDE 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.

- SEMENTS.

 10°P.U.E. ALONG PERIMETER 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 REQUIATIONS, 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, BODRY T SUBDIVISION, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED FERBURY 22, 2016, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 18005812 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY RESUBDIVIDE THIS PROFESTY TO BE KNOWN A TEXAS, IN RESUBDIVISION PLAT OF LOT 1, BOOK T SUBDIVISION, HAYS COUNTY, TEXAS, IN EASEMENTS OR RESTRICTIONS HERESTOFDEC GAMETED, AND DO HEREBY OFFICIAL 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. WIMBERLEY, TX. 78676

STATE OF TEXAS* COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED IRRUDE CUILER. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCORBED TO THE FOREOMIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THAT EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION.

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, ELANE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE DAY OF COUNTS: ONES COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILMS FOR RECORD OF THIS FLAT 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 ______ AT

__ O'CLOCK ____M., AND DULY RECORDED ON THE _

., 20____ AT ____ O'CLOCK __ 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 SUBPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUBPLY AND DIMINISHING WATER OLULING WATER SUBJUES AND DIMINISHING WATER OLULINE OUR STRUCK PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, ARM WATER COLLECTION IS EKCOURACED 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 GAASBEEK, R.S., C.F.M. HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

DATE

THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY LAND KNOWLEDGE THIS THAT TO THE BEST OF MY LAND KNOWLEDGE THIS THE AND THE CORRECT MADE MY SUPERVISION ON THE GROUND AND THAT THE CORNER ONLINENTS WERE PROPERTY PLACED UNDER MY SUPERVISION.

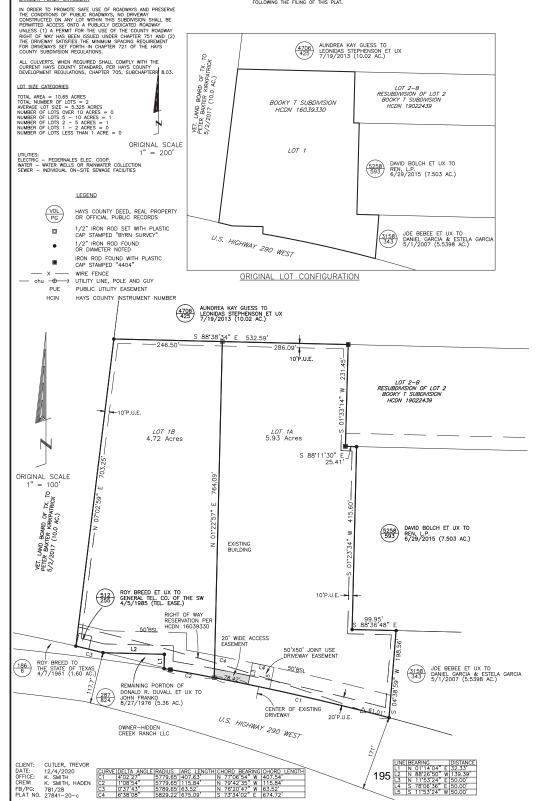
REGISTERED PROFESSIONAL LAND SURVEYOR KYLE SMITH, R.P.L.S. NO. 5307



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



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 agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy.

ITEM TYPE	MEETING DATE		AMOUN	IT REQUIRED
ACTION-MISCELLANEOUS	August 24, 2021		9	52,500
LINE ITEM NUMBER				
003-730-00.5342				
	AUDITOR USE ONI	Υ		
AUDITOR COMMENTS:	AGBITOR GGE GIVE	- '		
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR	REVIEW:	MARISOL VIL	LARREAL-ALONZO
REQUESTED BY			SPONSOR	CO-SPONSOR
Shari Miller			INGALSBE	N/A

SUMMARY

This agreement authorizes Milliman, Inc. to perform the retiree drug subsidy actuarial testing and attestation for the 2022 plan year and to determine whether Hays County's retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS).



Engagement Contract –

Actuarial Equivalence Testing for the Retiree Drug Subsidy

This Agreement is entered into between Milliman, Inc. ("Milliman") and <u>County of Hays</u> ("Company") as of the date below. Company has engaged Milliman to determine whether Company's retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS). Such services or fees may be modified from time to time by mutual written agreement of the parties. In consideration for Milliman agreeing to perform these services, Company agrees as follows.

- 1. **SERVICES.** Milliman will perform the following services for Company if the Retiree Drug Subsidy Workbook is completed and delivered to Milliman at least ten business days prior to the online RDS application deadline:
 - **A.** Milliman will determine whether Company's plan(s) provide "creditable coverage" as defined by CMS.
 - **B.** For all plans offering creditable coverage, Milliman will determine whether the plans pass the actuarial equivalence test as defined by CMS.
 - **C.** If Company's plan(s) pass the actuarial equivalence test; Milliman will complete the "Actuarial Attestation" section of the online RDS application for the plan year ending in 2022.
 - **D.** If Company's plan(s) fail the actuarial equivalence test; Milliman will suggest actions that Company may take to pass the test. If Company implements Milliman's suggestions and provides documentation at least two days prior to the online RDS application deadline, Milliman will issue the actuarial attestation described in C above.
 - **E.** Milliman will issue a formal report presenting Milliman's findings, a description of the analyses and the data upon which Milliman relied in performing this work.

Professional fees for services listed above is \$2,500. Should the plan design information change such that the cost is likely to exceed this estimate, we will discuss that situation with you before proceeding further.

* * * * * * * * * * * *

The remainder of this agreement represents the contractual terms and conditions that will apply to all subsequent engagements of Milliman by Company unless specifically disclaimed in writing by both parties prior to the beginning of the engagement.

2. LIMITATION OF LIABILITY. Milliman will perform all services in accordance with applicable professional standards. In the event of any claim arising from services provided by Milliman at any time, the total liability of Milliman, its officers, directors, agents and employees to Company shall not exceed five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract or otherwise. In no event shall Milliman be liable for lost profits of Company or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.



- 3. DISPUTES. In the event of any dispute arising out of or relating to the engagement of Milliman by Company, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.
- 4. CHOICE OF LAW. The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of Texas without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
- 5. NO THIRD PARTY DISTRIBUTION. Milliman's work is prepared solely for the internal business use of Company. Milliman's work may not be provided to third parties without Milliman's prior written consent, which consent may be conditioned on execution by the third party of Milliman's standard Third Party Release Agreement; provided, however, Company may share Milliman's work with its parent or affiliates, but only if either (a) the Company has the full power and authority to bind such parent or affiliate to the terms of this agreement and does bind such affiliate to the terms, or (b) the parent or affiliate acknowledges in writing that the work of Milliman is subject to certain limitations and restrictions contained in this Agreement and that the parent or affiliate acquires no greater rights than are possessed by Company under this Agreement. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.
- 6. USE OF MILLIMAN'S AND COMPANY'S NAME. Each party agrees that it shall not use the other party's name, trademarks or service marks, or refer to such other party directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without that party's prior written consent for each such use or release, which consent shall be given in its sole discretion.
- 7. CONFIDENTIALITY. Any information received from Company will be considered "Confidential Information." However, information received from Company will not be considered Confidential Information if (a) the information is or comes to be generally available to the public through no fault of Milliman, (b) the information was independently developed by Milliman without resort to information from the Company, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Company. Milliman agrees that Confidential Information shall not be disclosed to any third party.



8. DATA RELIANCE. Company will provide data to Milliman, as requested by Milliman. This data includes the demographic and geographic information about Medicare-eligible beneficiaries, historical plan experience when requested, contributions, and description of retiree pharmacy benefit plans.

On behalf of Company the undersigned attests that to the best of my knowledge and belief, the data provided is accurate and complete, such that Milliman should rely on it for the purpose of determining creditable coverage and actuarial equivalence as defined by CMS.

- 9. AUTHORITY. Each Party hereto represents and warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the party to these terms. The person(s) executing this contract represent(s) and warrant(s) that such person(s) have full authorization to execute this contract.
- 10. FEES. Company acknowledges the obligation to pay Milliman for services rendered, whether arising from Company's request or otherwise necessary as a result of this engagement. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

MILLIMA	AN, INC.	County of	of Hays
Ву:	Stephen J. Kaymorch	Ву:	
Name:	Stephen J. Kaczmarek, FSA, MAAA	Name:	
Title:	Principal & Consulting Actuary	Title:	
Date:	July 28, 2021	Date:	

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 create the Hays County Salary Grievance Committee for the remainder of the fiscal year Pursuant to Chapter 152 of the Local Government Code.

ITEM TYPE	MEETING DATE	AMOUNT	REQUIRED
ACTION-MISCELLANEOUS	August 24, 2021		
LINE ITEM NUMBER			
	AUDITOR USE ONLY		
AUDITOR COMMENTS:	7.05.1.01.05_01.		
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR RE	EVIEW: N/A	
REQUESTED BY		SPONSOR	CO-SPONSOR
Kennedy		BECERRA	N/A
SUMMARY			
Additional information will provided during	g Court.		

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 \$400,000 for activities in relation to the COVID-19 Health Disparities Grant Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE			AMOUN	NT REQUIRED
ACTION-MISCELLANEOUS	Aug	August 24, 2021			N/A
LINE ITEM NUMBER					
120-675-99-155]					
	AUDI	TOR USE ONLY			
AUDITOR COMMENTS:					
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REV	/IEW:	MARISOL VII	LLARREAL-ALONZO
REQUESTED BY			S	PONSOR	CO-SPONSOR
T. Crumley			IN	IGALSBE	N/A
SUMMARY			:		
On August 17, 2021 the Commissioners C	court author	rized the submiss	sion of a	a grant applicati	ion with the Department

of State Health Services, COVID-19 Health Disparities 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 conduct community activities and information sessions in order to better asses the needs of specific populations within Hays County and address them.

Contract Number: HHS001057600024

Funding is in the amount of \$400,000 and the grant contract is effective on September 1, 2021 and will expire May 31, 2023.

No Match is required.



LHD Work Plan (Draft 08/08/21)

DSHS COVID-19 Health Disparities Funding

Project Period: 09/01/21 - 05/31/23

Name of Local Health Department (LHD)

Hays County Local Health Department

To ensure community engagement in targeted communities disproportionately impacted by COVID-19 and the building of sustainable relationships in those communities, the above LHD, is responsible for ensuring all activities in this work plan are conducted.

This work plan must be approved by DSHS in writing before the LHD can begin activities. Any changes to a DSHS approved work plan must be approved by DSHS in writing.

DSHS <u>COVID-19 Health Disparities</u> funding can't be used to provide: clinical care; purchase vaccine; administer vaccine (e.g., putting shot in arm); or food/beverages.

If incentives are distributed, logs must be maintained and made available to DSHS upon request. The log must include the individual's name receiving the incentive, the individual's signature receiving the incentive, type of incentive distributed, value of incentive, date incentive was distributed, and event where incentive was distributed. DSHS must approve, in writing, the use of incentives prior to purchase and use.

Name of DSHS Staff Approving Work Plan	[DSHS will complete this section.]
Date DSHS Approved Work Plan	[DSHS will complete this section.]

List Targeted Communities 1. Hispanic Population 2. School Aged Children 3. Low income Citizens 4.

Above, the LHD must list at least two targeted communities it plans to conduct activities in regarding this work plan. DSHS recommends the LHD not list more than four targeted communities.

Community means "a group of people who interact socially and have a shared identity or sense of belonging, including living in a particular area (e.g., city, town, or neighborhood), common characteristics, similar experiences, or share values (e.g., race/ethnicity)."

The LHD must meet the targets below for <u>each</u> of the targeted communities. For example, if the LHD has a contract award for \$400,000, then the LHD will be responsible for meeting the targets for Group C for <u>each</u> of the targeted communities. (Note: The target is **not** a combined number of the targeted communities.)

Name of LHD	Hays County Local Health Department
LHD Group Assigned to (see table below)	Group C

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
1	Email monthly programmatic report for September 2021 to healthdisparities@dshs.texas.gov.	10/15/21				
2	Begin spending at least 30 hours each month in each of the targeted communities.	11/01/21	30	30	30	30
3	Begin identifying and documenting the community's ideas/needs on how to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	11/01/21				

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
4	Begin attending and/or facilitating at least community event(s) each month in each of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	11/01/21	1	2	2	3
5	Begin identifying and engaging at least organization(s) (e.g., hospitals, FQHCs, faithbased organizations, and social service agencies) each month interested in addressing health disparities in each of the targeted communities.	11/01/21	1	2	2	3
6	Begin identifying and engaging at least individuals each month interested in addressing health disparities in <u>each</u> of the targeted communities.	11/01/21	3	5	8	10
7	Email monthly programmatic report for October 2021 to healthdisparities@dshs.texas.gov.	11/15/21				
8	Email monthly programmatic report for November 2021 to healthdisparities@dshs.texas.gov.	12/15/21				
9	Spent at least 60 hours in <u>each</u> of the targeted communities.	12/31/21	60	60	60	60

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
10	Attend and/or facilitate at least unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	12/31/21	2	3	4	5
11	Identify and engage at least unduplicated organization(s) (e.g., hospitals, FQHCs, faithbased organizations, and social service agencies) each month interested in addressing health disparities in each of the targeted communities.	12/31/21	2	3	4	5
12	Identity and engage at least unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	12/31/21	5	10	<mark>15</mark>	20
13	Begin implementing at least 1 learning and information sharing opportunity each month in each of the targeted communities on addressing the ideas/needs of the community.	01/01/22	1	1	1	1
14	Begin identifying possible partnership opportunities to address health disparities in <u>each</u> of the targeted communities.	01/01/22				
15	Email monthly programmatic report for December 2021 to healthdisparities@dshs.texas.gov.	01/15/22				

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
16	Begin implementing at least 1 activity each month aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.		1	1	1	1
17	Begin identifying possible opportunities to improve the collection, analysis, and reporting of data to assist <u>each</u> of the targeted communities in addressing health disparities.					
18	Email monthly programmatic report for January 2022 to healthdisparities@dshs.texas.gov.	02/15/22				
19	Email monthly programmatic report for February 2022 to healthdisparities@dshs.texas.gov.	03/15/22				
20	Spent at least 150 hours in <u>each</u> of the targeted communities.		150	150	150	150
21	Attend and/or facilitate at least unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	03/31/22	5	8	10	13

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
22	Identify and engage at least unduplicated organization(s) (e.g., hospitals, FQHCs, faithbased organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	03/31/22	5	8	10	13
23	Identity and engage at least unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	03/31/22	13	25	38	50
24	Implement at least 3 unduplicated learning and		3	3	3	3
25	Implement at least 2 unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	03/31/22	2	2	2	2
26	Email monthly programmatic report for March 2022 to healthdisparities@dshs.texas.gov.	04/15/22				
27	Email monthly programmatic report for April 2022 to healthdisparities@dshs.texas.gov.	05/15/22				
28	Email monthly programmatic report for May 2022 to healthdisparities@dshs.texas.gov.	06/15/22				

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
29	Spent at least 240 hours in <u>each</u> of the targeted communities.	06/30/22	240	240	<mark>240</mark>	240
30	Attend and/or facilitate at least unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).		8	12	<mark>16</mark>	20
31	Identify and engage at least unduplicated organization(s) (e.g., hospitals, FQHCs, faithbased organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	06/30/22	8	12	<mark>16</mark>	20
32	Identity and engage at least unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	06/30/22	20	40	60	80
33	Implement at least 6 unduplicated learning and information sharing opportunities in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.	06/30/22	6	6	6	6
34	Implement at least 5 unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	06/30/22	5	5	5	5

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
35	Email monthly programmatic report for June 2022 to healthdisparities@dshs.texas.gov.					
36	Email monthly programmatic report for July 2022 to healthdisparities@dshs.texas.gov.	08/15/22				
37	Email monthly programmatic report for August 2022 to healthdisparities@dshs.texas.gov.					
38	Spent at least 330 hours in <u>each</u> of the targeted communities.	09/30/22	330	330	330	330
39	Attend and/or facilitate at least unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	09/30/22	11	17	22	28
40	Identify and engage at least unduplicated organization(s) (e.g., hospitals, FQHCs, faith-		11	17	22	28
41	Identity and engage at least unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	09/30/22	28	55	83	110

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
42	Implement at least 9 unduplicated learning and information sharing opportunities in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.		9	9	9	9
43	Implement at least 8 unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in each of the targeted communities.		8	8	8	8
44	Email monthly programmatic report for September 2022 to healthdisparities@dshs.texas.gov.	10/15/22				
45	Email monthly programmatic report for October 2022 to healthdisparities@dshs.texas.gov.	11/15/22				
46	Email monthly programmatic report for November 2022 to healthdisparities@dshs.texas.gov.	12/15/22				
47	Spent at least 420 hours in <u>each</u> of the targeted communities.	12/31/22	420	420	420	420
48	Attend and/or facilitate at least unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	12/31/22	14	21	28	35

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
49	Identify and engage at least unduplicated organization(s) (e.g., hospitals, FQHCs, faithbased organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	12/31/22	14	21	<mark>28</mark>	35
50	Identity and engage at least unduplicated individuals interested in addressing health disparities in each of the targeted communities.		35	70	105	140
51	Implement at least 12 unduplicated learning and		12	12	12	12
52	Implement at least 11 unduplicated activities aimed		11	11	11	11
53	Email monthly programmatic report for December 2022 to healthdisparities@dshs.texas.gov.	01/15/23				
54	Email monthly programmatic report for January 2023 to healthdisparities@dshs.texas.gov.	02/15/23				
55	Email monthly programmatic report for February 2023 to healthdisparities@dshs.texas.gov.	03/15/23				

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
56	Spent at least 510 hours in <u>each</u> of the targeted communities.	03/31/23	510	510	<mark>510</mark>	510
57	Attend and/or facilitate at least unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).		17	26	34	43
58	Identify and engage at least unduplicated organization(s) (e.g., hospitals, FQHCs, faithbased organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	03/31/23	17	26	34	43
59	Identity and engage at least unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	03/31/23	43	85	128	170
60	Implement at least 15 unduplicated learning and information sharing opportunities in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.	03/31/23	15	15	15	15
61	Implement at least 14 unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	03/31/23	14	14	14	14

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
62	Email monthly programmatic report for March 2023 to healthdisparities@dshs.texas.gov.	04/15/23				
63	Design at least 1 intervention, with <u>each</u> of the targeted communities, to reduce the disproportionate impact of possible future pandemics/disasters on the community.	04/30/23	1	1	1	1
64	Develop a sustainability plan to stay engaged with each of the targeted communities after funding ends.					
65	Send sustainability plans to DSHS.	05/15/23				
66	Email monthly programmatic report for April 2023 to healthdisparities@dshs.texas.gov.	05/15/23				
67	Spent at least 570 hours in <u>each</u> of the targeted communities.	05/31/23	570	570	<mark>570</mark>	570
68	Attend and/or facilitate at least unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	05/31/23	19	29	38	48

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23 Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
69	Identify and engage at least unduplicated organization(s) (e.g., hospitals, FQHCs, faithbased organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	05/31/23	19	29	38	48
70	Identity and engage at least unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	05/31/23	48	95	143	190
71	Implement at least 17 unduplicated learning and information sharing opportunities in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.	05/31/23	17	17	17	17
72	Implement at least 16 unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	05/31/23	16	16	16	16
73	Email monthly programmatic report for May 2023 to healthdisparities@dshs.texas.gov.	06/15/23				

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: Hays County Health Department

	Total	DSHS Funds	Direct Federal	Other State	Local Funding	Other
Budget Categories	Budget	Requested	Funds	Agency Funds*	Sources	Funds
	(1)	(2)	(3)	(4)	(5)	(6)
A. Personnel	\$21,000	\$21,000	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$1,607	\$1,607	\$0	\$0	\$0	\$0
C. Travel	\$5,980	\$5,980	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$28,813	\$28,813	\$0	\$0	\$0	\$0
F. Contractual	\$52,100	\$52,100	\$0	\$0	\$0	\$0
G. Other	\$290,500	\$290,500	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$400,000	\$400,000	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H an	d I) \$400,000	\$400,000	\$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).

Total below equals the	respective amount	under the Total E	<u>Suaget from colu</u>	mn (1).		
	Budget	Distribution	Budget	Budget	Distribution	Budget
	Catetory	Total	Total	Category	Total	Total
Check Totals For:	Personnel	\$21,000	\$21,000	Fringe Benefits	\$1,607	\$1,607
	Travel	\$5,980	\$5,980	Equipment	\$0	\$0
	Supplies	\$28,813	\$28,813	Contractual	\$52,100	\$52,100
	Other	\$290,500	\$290,500	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$400,000 Budget Total	\$400,000
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*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.

Revised: April 2011

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: <u>Hays County Health Department</u>

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Health Diversity Intern		Intern with our Health Diversity Team on projects, events, ect.	0.5	NA	\$1,000.00	21	\$10,500
Health Diversity Intern	1 Y	Intern with our Health Diversity Team on projects, events, ect.	0.5	NA	\$1,000.00	21	\$10,500
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
		TOTA	L FROM	PERSONNEL SUPPL	EMENTAL BUDGI	ET SHEETS	\$0
					SalaryWage	Total	\$21,000
FRINGE BENEFITS	Itemize	the elements of fringe benefits in the s	space	below:	ou.ar y wugo		+-1,0

		- and year and	
FRINGE BENEFITS	Itemize the elements of fringe benefits in the space be	elow:	
FICA = \$21000 x .062 = \$1302 = \$21000 x .0145 = \$305		Medicare	
		Fringe Benefit Rate %	7.65%
	Fri	nge Benefits Total	\$1,607

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

Conference / Workshop Travel Costs					
Description of		Location	Number of:	Travel Costs	
Conference/Workshop	Justification	City/State	Days/Employees		
				Mileage	
	One in-person conference DSHS requested that we budget			Airfare	
DSHS Conference		Austin	2 Days/3	Meals	\$200
D3113 Conference	for per email dated 7/25/2021	Austin	Employees	Lodging	
				Other Costs	
				Total	\$200
				Mileage	
				Airfare	
Tiny Home Meeting	Meet with Tiny Home Homeless Development - First Home	Hays County	3 Employees	Meals	\$200
This frome weeting	Village in Austin to discuss qualifications, etc.	mays county	3 Employees	Lodging	
				Other Costs	***
				Total	\$200
				Mileage	
				Airfare	
Health Diversity Conference	Contractors attend the annual Health Diversity Conference in Texas.	Texas	3 Days/3 Employees	Meals	\$900
,				Lodging	¢2.000
				Other Costs	\$3,000
				Total Mileage	\$3,900
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Total	
	TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE	/WORKSHOP	BUDGET SHEETS		\$0

Other / Local Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Travel to and from events, conferences, outrea etc.	ch, 3000	\$0.560	\$1,680		\$1,680
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
то	TAL FROM TRAVELS	SUPPLEMENTAL OTHER/LOCAL TR	AVEL COSTS	BUDGET SHEETS	\$0
			Total	for Other / Loca	al Travel \$1,680
Other / Local Travel Costs:	\$1,680 Co	nference / Workshop Travel Costs:	\$4,300	Total Trav	vel Costs: \$5,980
Indicate Polic	y Used:	Respondent's Travel Policy	<u> </u>	State of Te	exas Travel Policy

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form

Legal Name of Respondent:	Havs County Health Department
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.

ioni.				
December of them	Durnaca & Justification	Number of		Total
Description of Item	Purpose & Justification	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 \$0 \$0 \$0 \$0 \$0
				\$0
	TOTAL FROM EQUIPMENT SUPP	LEMENTAL B	UDGET SHEETS	\$0

Total Amount Requested for Equipment:	\$(

FORM I-4: SUPPLIES 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 [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Social Medial Challenge Prizes, Survey Prizes, and	Potential prizes such as Amazon gifcards, Travelocity giftcards,	
Focus Group Incentives/Refreshments	Iphone giftcards, venues, refreshments, etc.	\$16,000
Writing Contest Prizes for Hays County High	Chegg, giftcard for one year free WiFi, Amazon gift cards, Etc.	\$10,000
Schools - Topic: How to Improve Health in My		
Community		\$10,000
Office Supplies: Enough for three employees over	General office supplies to support the program. Items such as	
two years.	pens, highlighters, binders, binder clips, folders, staples, tape,	
,	copier paper, etc.	\$2,813
		ф.О
		\$0 \$0
		\$0
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Supplies:	\$28,813

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
Translation Consultant	Translation Services	Help with translation between Health Diversity Team (HDT) and citizens	Hourly	240	\$25.00	\$6,000
Nutritionist Consultant and Physical Trainer	Nutritional Services	Assists HDT in nutritional and physical training based outreach with the community and preventative health efforts	Hourly	150	\$20.00	\$3,000
Strategic Planner	Planning Services	Assists HDT in planning for events and community outreach	Lump Sum	1	\$10,000.00	\$10,000
Mental Health Consultant	Mental Health Services	Assists HDT in preparing for mental health activites with the community	Hourly	50	\$30.00	\$1,500
Community Health Assessment Consultant	Health Assessment Services	Assists HDT in developing health assessments in the community	Lump Sum	1	\$23,000.00	\$23,000
Life Coach Consultant	Life Coach Services	Assists HDT in preparing for outreach and activites with the community	Hourly	104	\$25.00	
0 : 114 0		0 : 1 1107 : 1 1 1				\$0
Social Media Planner	Planning servies for Social Media	Guides HDT in how best to reach citizens through social media	Hourly	40	\$25.00	\$1,000
Independent Minority Research Expert	Research Services	Assists HDT in researching minority statistics and information in the community	Lump Sum	1	\$5,000.00	' '

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
	Facebook, Instagram, Snapchat, and Tik Tok Ads and	
Social Media Ads ad Campaigns	Campaigns and consultants (if needed)	\$51,000
	Monthyl service fee for mobile phones (which will be provided by	ΨΟ1,000
At&T Mobile Phone Service	the county) and used by the program contractors.	\$1,000
	the county and used by the program contractors.	Ψ1,000
Newspaper Ads	SM Daily Record, color, quarter page, 8x in 5 cities - consultant	445.000
	if needed	\$15,000
Health Promo Ad with Local Influencer	Local celebrity endorsement on social media - celebrity tier 5 at	# 40.000
N W I '' B II O (W I ''	\$1.5k per month	\$10,000
New Website Page on Hays County Webite	Includes copywriting, graphics, and video production costs	\$8,000
Cameo Video	Texas Monthly celebrity endorsing our event or health campaign	\$1,000
Drinting	General printing for the program - including phamplets and	
Printing	brouchures to be given out at events and outreach programs.	\$15,000
Online Survey Services	Used for monthly surveys and research	\$10,000
Research Conference	Rental of venue, rental of tables and chairs, A/V equipment	
Nesearch Conference	rental, banners, and signage	\$9,500
Entertainment at Conferences/Outreach Events	Funding to have local entertainers attend events.	\$30,000
Homeless Awareness Conference	Rental of venue, rental of tables and chairs, A/V equipment	
Tiorneless Awareness Comerence	rental, banners, and signage	\$10,000
Booth/Venue Rentals	For events, outreach events, community programs, etc.	\$90,000
Raffle Prizes and Swag	Riffle prize for outreach and community events and swag to give	
INAME Frizes and Sway	out to those attending	\$10,000
	Funds to have medical staff attend outreach events to offer	
Wellness Checks	wellness checks to those that attend. This includes the Pink	
	Bus.	\$30,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Other:

\$290,500Revised: 7/6/2009

FORM I - 7 Indirect Costs

Legal Name of Respondent:	Hays County	Health Department		
Total amount of indirect costs allocable to the project:	Amount:	<u>\$0</u>		
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 Indirection————————————————————————————————————				
Applies only to governmental entities. The respondent's current central service or rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs. Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost	TYPE: BASE:			
A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet we link: http://www.dshs.state.tx.us/contracts/				
GO TO PAGE 2 (below)				

Page 2, FORM I - 7 Indirect Costs

go =,
If using an <u>central service</u> or <u>indirect cost rate</u> , identify the types of costs that are included (being allocated) in the rate:
Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

SIGNATURE DOCUMENT FOR DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001057600024 UNDER THE COVID-19 HEALTH DISPARITIES GRANT

I. PURPOSE

The **DEPARTMENT OF STATE HEALTH SERVICES** ("SYSTEM AGENCY"), a pass-through entity, and **HAYS COUNTY HEALTH DEPARTMENT** ("GRANTEE") each a "Party" and collectively the "Parties" enter into the following grant contract to provide funding for the COVID-19 Health Disparities Program (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by *Texas Government Code* Chapter 791, *Texas Health and Safety Code* Chapters 12 and 121 and Grant Number: 1 NH75OT000045-01-00.

III. DURATION

The Contract is effective on September 1, 2021 or the signature date of the latter of the Parties to sign this Contract, whichever is later, and terminates on May 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence and subject to having the legal authority to do so, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.

IV. BUDGET

The total amount of this Contract will not exceed \$400,000.00. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with ATTACHMENT B, BUDGET.

V. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

System Agency

Department of State Health Services

P.O. Box 149347 – Mail Code 1990 Austin, Texas 78714-9347 Attention: Sandy Clark

Grantee

Hays County Health Department 712 S. Stagecoach Trail San Marcos, Texas 78666-5999 Attention: Simone Corprew

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency 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

Health and Human Services Commission Attn: Office of the Chief Counsel MC 1100 4900 North Lamar Boulevard Austin, Texas 78751

With copy to

Department of State Health Services Attention: General Counsel P.O. Box 149347 – Mail Code 1911 Austin, Texas 78714-9347

Grantee

Hays County Health Department 712 S. Stagecoach Trail San Marcos, Texas 78666-5999 Attention: Judge Ruben Becerra

VII. NOTICE REQUIREMENTS

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to System Agency must:

- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

VIII. ADDITIONAL GRANT INFORMATION

System Agency Data Universal Numbering System (DUNS) Number: 807391511

Federal Award Identification Number (FAIN): NH75OT000045

Assistance Listing Name and Number: Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises; 93.391

Federal Award Date: May 26, 2021

Federal Award Project Period through May 31, 2023

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

Awarding Official Contact Information: Ms. Christine Graaf

Email: khx2@cdc.gov

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS001057600024

SYSTEM AGENCY GRANTEE

Signature	Signature
Printed Name:	Printed Name:
Title:	Title:
Date of Execution:	Date of Execution:

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001057600024 ARE INCORPORATED BY REFERENCE:

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: BUDGET

ATTACHMENT C: HHS UNIFORM TERMS AND CONDITIONS - GRANT

ATTACHMENT D: HHS CONTRACT AFFIRMATIONS

ATTACHMENT E: FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT F: FFATA FORM

ATTACHMENTS FOLLOW

ATTACHMENT A: STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

To ensure community engagement in targeted communities disproportionately impacted by COVID-19 and the building of sustainable relationships in those targeted communities, Grantee will conduct the following activities:

- A. Submit a workplan within 30 days of contract effective date to System Agency outlining how required activities will be accomplished. System Agency must approve the workplan before Grantee begins activities with targeted communities.
- B. Identify Grantee staff (new and existing) who will be leads for the Contract. Any changes to these staff members must be reported to System Agency in the monthly program report.
- C. Identify and target communities disproportionately impacted by COVID-19. Grantee will specify how the target communities were identified and report the disproportionately impacted communities that will be targeted in the Grantee workplan.
- D. Engage targeted communities disproportionately impacted by COVID-19 through:
 - 1. Establishing rapport and developing relationships by spending time in the community and building trust through outreach activities.
 - 2. Listening to community needs by attending community events (e.g., town halls, listening sessions, interviews, and focus groups). The frequency of those meetings will be identified in the Grantee workplan.
 - 3. Developing a sustainability plan to stay engaged with the community after funding ends. Sustainability plan must be submitted to System Agency no later than April 30, 2023.
- E. Build sustainable relationships in targeted communities disproportionately impacted by COVID-19 through:
 - 1. Identifying and engaging community partners (e.g., hospitals, clinics, Federally Qualified Health Centers, community-based organizations, faith-based organizations, and social service agencies).
 - 2. Building cross-sector partnerships (e.g., public health, healthcare, and social services) by meeting with identified partners. The frequency of those meetings will be identified in the Grantee workplan.
 - 3. Documenting community partners by creating a list of partners interested in working on and addressing health disparity initiatives. This list will be shared with System Agency in the monthly report.
- F. Work with targeted communities to identify and document ideas on how to increase COVID-19 vaccination rates in targeted communities.

- G. Work with targeted communities to design an intervention aimed at addressing a community need identified through community engagement. This intervention should target a risk factor that caused the community to be disproportionately impacted by COVID-19. The intervention design will be shared with System Agency no later than April 30, 2023.
- H. Develop and implement information sharing and learning opportunities with the targeted communities.
- I. Participate in and attend System Agency meetings and trainings as deemed necessary by System Agency after contract execution.
- J. Submit a monthly program report on the report template to be provided by System Agency by the 15th of each month for the previous month's activities. Submit reports by electronic mail to healthdisparities@dshs.texas.gov and to healthdisparitiescms@dshs.texas.gov. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name and Contract Number.
- K. Grantee may not use funds for construction, research, clinical care, fundraising activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
 - 1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.state.tx.us/grants/forms.shtm. The Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services Claims Processing Unit, MC 1940 1100 West 49th Street P.O. Box 149347

> System Agency Contract HHS001057600024 Page 6 of 7

Austin, TX 78714-9347 FAX: (512) 458-7442

EMAIL: <u>invoices@dshs.state.tx.us</u> EMAIL: <u>CMSInvoices@dshs.texas.gov</u>

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B, BUDGET** to this Contract.
- C. Grantee shall maintain all documentation that substantiate invoices and make the documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse System Agency for that cost.
- D. Grantee will submit quarterly Financial Status Reports (FSRs) to System Agency by the last business day of the month following the end of each quarter of the Contract for System Agency review and financial assessment. The quarters are as follows:
 - 1. September 1 through November 30
 - 2. December 1 through February 28
 - 3. March 1 through May 31
 - 4. June 1 through August 31
- E. Grantee will submit a request for reimbursement (HHS Form B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the System Agency office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

ATTACHMENT B BUDGET

CONTRACT NO. HHS001057600024

PERSONNEL	\$21,000.00
FRINGE BENEFITS	\$1,607.00
TRAVEL	\$5,980.00
EQUIPMENT	\$0.00
SUPPLIES	\$28,813.00
CONTRACTUAL	\$52,100.00
OTHER	\$290,500.00
TOTAL DIRECT CHARGES	\$400,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$400,000.00

ATTACHMENT C

HHSC Uniform Terms and Conditions Version 2.16.1 Published and Effective: March 26, 2019 Responsible Office: Chief Counsel



Health and Human Services Commission

HHSC Uniform Terms and Conditions - Grant

Version 2.16.1

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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:

"<u>Amendment</u>" means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

"<u>Attachment</u>" 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, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

"<u>Deliverable</u>" means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"<u>Federal Fiscal Year</u>" 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.

"Grantee" means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

"<u>Health and Human Services Commission</u>" or "<u>HHSC</u>" means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

"<u>HUB</u>" 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 right 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.

- "Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.
- "Parties" means the System Agency and Grantee, collectively.
- "Party" means either the System Agency or Grantee, individually.
- "Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.
- "Project" means specific activities of the Grantee that are supported by funds provided under this Contract.
- "Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.
- "Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.
- "Solicitation" or "Request for Applications (RFA)" means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.
- "Solicitation Response" or "Application" means Grantee'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 Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.
- "Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.
- "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.
- "<u>Technical Guidance Letter</u>" or "<u>TGL</u>" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.
- "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 Grantee in connection with Grantee's performance of its duties under the Contract or through use of any funding provided under this Contract.
- "Uniform Grant Management Standards" or "UGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

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 METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
 - i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
 - ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
 - iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 FINANCIAL STATUS REPORTS (FSRS)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

2.7 Nonsupplanting

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 Funding

This Contract is subject to termination or cancellation, without penalty to 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 Grantee'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 Grantee 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

Grantee 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 RECAPTURE OF FUNDS

A. At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee 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. Grantee 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. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

For-profit	48 CFR Part 31,	2 CFR Part	200,	2 CFR Part 200 and
Organization	Contract Cost	Subpart F	and	UGMS
other than a	Principles and	UGMS		
hospital and an	Procedures, or			
organization	Uniform cost			
named in OMB	accounting			
Circular A-122	standards that			
(2 CFR Part,	comply with cost			
230) as not	principles			
subject to that	acceptable to the			
circular.	federal or state			
	awarding agency			

B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
- iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
- v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or programspecific audit, must provide financial statements.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,

https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau

ii. Email to: single audit report@hhsc.state.tx.us.

B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:

https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,

ii. Email to: single audit report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

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

5.2 FEDERAL ASSURANCES

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 FEDERAL CERTIFICATIONS

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. 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, Grantee 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. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee 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.

6.2 Grantee's Pre-existing Works

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("Incorporated Pre-existing Works"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, 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. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.4 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, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 SURVIVAL

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

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee 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. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee'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 Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. 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. Grantee 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. Grantee 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 Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 SAO 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. Grantee 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

Grantee 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's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee 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 Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
- v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract 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 HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

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 Grantee 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 Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) 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 Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS 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, Grantee 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. Grantee 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, Grantee 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, Grantee must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee 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. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee 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 Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLEGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.

9.6 ASSIGNMENTS

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee 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 Grantee and System Agency.

9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 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.
- B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 GOVERNING LAW AND VENUE

The 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 contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee 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 Grantee 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 NO WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee 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.

9.15 PUBLICITY

- A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- B. Grantee may publish, at its sole expense, results of Grantee 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.
- C. Contractor is prohibited from using the Work for any Contractor 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 Contractor'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 Contractor as part of the Work.

9.16 Prohibition on Non-compete Restrictions

Grantee 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.

9.17 No Waiver of Sovereign Immunity

Nothing in the Contract will 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.

9.18 Entire Contract and Modification

The 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.

9.19 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.

9.20 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- i. all persons employed to perform duties within Texas during the term of the Contract; and
- ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 CIVIL RIGHTS

- A. Grantee agrees to comply with 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. §§6101-6107);

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- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- 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 Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced 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 aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to 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 contractor 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. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to 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
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee 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. Notice provided pursuant to this section 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

TTY Toll Free: (877) 432-7232

Fax: (512) 438-5885.

9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "System Agency Data"), is owned solely by System Agency. Contractor 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 Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor 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.

HEALTH AND HUMAN SERVICES Contract Number HHS001057600024

Attachment D 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: Internal Affairs Referral@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 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.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) 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 (eff. Sept. 1, 2021, Ch. 2273) 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

Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. Contractor represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085(c) and eligible, pursuant to that section, to receive a grant or enter into a contract payable with state funds.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not boycott energy companies and will not boycott energy companies during the term of this Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and it will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the contract.

44. Cloud Computing State Risk and Authorization Management Program

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, Contractor certifies that it is not (1) headquartered in China, Iran, North Korea, Russia, or a designated country; or (2) owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

48. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

49. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family

Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. 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 II.

50. 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.

51. 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.

52. 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.

53. 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.

54. Equal Employment Opportunity

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

55. 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).

56. 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.

Authorized representative on behalf of Contractor	must complete and sign the following:
Legal Name of Contractor	
Assumed Business Name of Contractor, if applicab	ole (d/b/a or 'doing business as')
Texas County(s) for Assumed Business Name (d/b/Attach Assumed Name Certificate(s) filed with the Name Certificate(s), if any, for each Texas County been filed.	Texas Secretary of State and Assumed
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

OMB Number: 4040-0007 Expiration Date: 02/28/2022

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:

- 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.
- 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.
- 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.
- 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.
- 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.

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- 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).
- 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.

- 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.
- 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
APPLICANT ORGANIZATION	DATE SUBMITTED

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix:	Middle Name: Suffix:
* SIGNATURE:	* DATE:

ATTACHMENT F

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 <u>www.usps.com</u>	DUNS Number: 9-digits Required www.sam.gov
State of Texas Comptroller Vendor Identification N	lumber (VIN) 14 Digits
Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

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 heat of my linear large.
the best of my knowledge. Did your organization have a gross income, from all sources, of less than \$300,000 ir 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 federa 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 federa 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 senio 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
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 tota compensation of the top five highly compensated officers below.
Provide compensation information here:

DocuSign

Certificate Of Completion

Envelope Id: ADFC746A59F24FFFBE290AA817C1F1BE

Subject: HHS001057600024 - Hays County Health Department - OHDPP COVID LHD BASE CONTRACT

Source Envelope:

Document Pages: 46 Signatures: 0 Envelope Originator:

Certificate Pages: 5 Initials: 0 CMS Internal Routing Mailbox AutoNav: Enabled 11493 Sunset Hills Road

Envelopeld Stamping: Enabled #100

Time Zone: (UTC-06:00) Central Time (US & Canada) Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 160.42.85.9

Sent: 8/13/2021 4:41:36 PM

Status: Sent

Record Tracking

Status: Original Holder: CMS Internal Routing Mailbox Location: DocuSign

8/13/2021 4:35:13 PM CMS.InternalRouting@dshs.texas.gov

Signer Events Signature Timestamp

judge.becerra@co.hays.tx.us

Judge.becerra@co.nays.tx.us

Hays County Judge Hays County

Ruben Becerra

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/12/2021 1:28:08 PM

ID: 8e394ae9-292a-4b5c-87f6-5aed680fd56f

Vickie Dorsett

vickie.dorsett@co.hays.tx.us

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Susana Garcia

Susana.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/15/2021 9:20:12 AM

ID: 7ee5fada-097c-4736-9c8a-6b43d62c9995

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/16/2021 6:46:36 AM

ID: e1cf6458-b6d6-44db-8442-ddd4ab794261

Kirk Cole

kirk.cole@dshs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/16/2021 8:07:57 AM

ID: 89ca58ab-42f6-40cb-9345-b8aa55efd26b

In Person Signer Events Signature Timestamp

272

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Simone Corprew simone.corprew@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2021 4:41:37 PM Viewed: 8/16/2021 8:51:47 AM
Sandy Clark sandy.clark@dshs.texas.gov Contract Manager Texas Health and Human Services Commission	COPIED	Sent: 8/13/2021 4:41:36 PM

(None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Security Level: Email, Account Authentication

Not Offered via DocuSign

Not Offered via DocuSign

kevin.ruiz@dshs.texas.gov

CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Electronic Record and Signature Disclosure:

Security Level: Email, Account Authentication

(None)

(None)

Kevin Ruiz

Notary Events
Signature
Timestamp

Envelope Summary Events
Envelope Sent
Hashed/Encrypted
8/13/2021 4:41:37 PM

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.

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 an agreement between Hays County and Texas State University for costs related to the Tyler Technologies' New World Computer Aided Dispatch (CAD) and Records Management System (RMS) necessary for operations of the Combined Emergency Communications Center (CECC).

ITEM TYPE	MEETING DATE		AMOUNT REQUIRED				
ACTION-MISCELLANEOUS	August 24, 2021		N/A				
LINE ITEM NUMBER							
	AUDITOR USE ONL						
AUDITOR COMMENTS:							
PURCHASING GUIDELINES FOLLOWED:	N/A AUDITOR F	REVIE	W: N/A				
REQUESTED BY			SPONSOR	CO-SPONSOR			
			SHELL	N/A			
				. 4// 1			

SUMMARY

On December 8, 2020 the Hays County Commissioners Court approved an agreement for operations of the Combined Emergency Communications Center (CECC) located at the Hays County Public Safety Building on Stagecoach Trail in San Marcos. The agreement provided estimated costs for each partner agency including Texas State University. Costs associated with the development of CAD/RMS for Texas State have been billed to the County by Tyler as a separate invoice (see attached). These costs include the first year of software maintenance. Other costs associated with FY 21 for Texas State are included in the CECC FY 21 budget (see attached).

INTERLOCAL FUNDING AGREEMENT RELATED TO FISCAL YEAR 2021 COSTS FOR TYLER TECHNOLOGIES' NEW WORLD COMPUTER AIDED DISPATCH (CAD) AND RECORDS MANAGEMENT SYSTEMS (RMS)

This Interlocal Funding Agreement is related to costs for Tyler Technologies' New World Computer Aided Dispatch (CAD) and Records Management System (RMS) (the "Agreement") and is made and entered into to be effective as of August 24, 2021 (the "Effective Date") between Hays County, a political subdivision of the State of Texas (the "County"), and Texas State University, a public institution of higher education and an agency of the State of Texas, (the "University") in an effort to provide New World CAD and RMS to Texas State University as it operates within the Combined Emergency Communications Center (CECC). County and University may be referred to, collectively, as "the Parties" or "the Parties to this Agreement."

RECITALS

WHEREAS, Hays County has entered into Agreement(s) with Tyler Technologies, Inc., for the implementation of New World CAD and RMS; and

WHEREAS, Hays County, via its contract with Tyler Technologies is making available the New World CAD and RMS for use by other local governmental entities, including the University, which will enhance emergency and public safety communications throughout the County; and

WHEREAS, the University would benefit from the implementation of a common CAD and RMS utilized by other entities throughout the County; and

WHEREAS, the University, the County and other local governmental entities approved an Interlocal Agreement for the Operations and Maintenance of the Combined Emergency Communications Center (the 'CECC ILA') in December of 2020; and

WHEREAS, the University wishes to contribute funding toward the maintenance costs and licensing fees associated with the implementation and maintenance of the University's CAD and RMS which are necessary for the University to operate as a partner in the CECC;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and obligations of the Parties in this Agreement, the County and the University agree as follows:

ARTICLE 1 PURPOSE / TERM / TERMINATION

- 1.1 The purpose of this Agreement is to set forth the terms and conditions under which the University shall provide funding for the 2021 Fiscal Year.
- 1.2 The University shall provide \$76,070.40 for the 2021 Fiscal Year to the County as presented in the "CECC FY21 Budget", **Exhibit A**. This amount includes \$73,855.50 for

software maintenance costs, licensing fees and other costs associated with the implementation and maintenance of New World CAD and RMS as presented in the "Tyler Invoice", **Exhibit B.** The remainder represents costs pursuant to the CECC ILA.

1.3 The Term of this Agreement shall extend from the Effective Date of this Agreement to August 31, 2021.

ARTICLE 2 OBLIGATIONS AND FUNDING FROM THE UNIVERSITY

- **2.1** The University shall pay to the County a sum of \$76,070.40. The County has included the "FY 21 Invoice", **Exhibit C**. The University shall make its payment within 30 days of the Effective Date, which shall be applied to the 2021 Fiscal Year.
- 2.2 The Parties acknowledge that additional costs for the 2022 Fiscal Year will be included in a separate agreement and any future years beyond the 2022 Fiscal Year will be solely covered by the CECC ILA unless otherwise agreed to by the parties.

ARTICLE 3 OBLIGATIONS OF THE COUNTY

- **3.1** The County shall ensure that Tyler Technologies fully implements and installs the necessary components for the CAD and RMS Systems, which will enable the University to participate in the CECC.
- 3.3 The County agrees to utilize the funds it receives under this Agreement to pay for expenses related to New World CAD and RMS, and in compliance with all the terms and conditions specified in this Agreement.
- **3.4** If the University has technical problems or difficulties with the CAD and RMS Systems, the County shall cooperate with the University to ensure that Tyler Technologies representatives are aware of and working toward solutions to the problem.

ARTICLE 4 SUCCESSORS AND ASSIGNS

The County and the University, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement. The County shall not assign any interest in this Agreement without the written consent of the University.

ARTICLE 5 NOTICE

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to non-compliance issues required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt,

or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the County:

If to the University:

Hays County General Counsel Attn: Mark Kennedy 111 E. San Antonio, Suite 202 San Marcos, Texas 78666 Texas State University V.P.-Finance and Support Services Attn: Eric Algoe 601 University Dr., JCK 920 San Marcos, Texas 78666

ARTICLE 6 DISPUTE RESOLUTION

- Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.
- Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.
- 6.3 <u>Litigation.</u> If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

ARTICLE 7 MISCELLANEOUS

- **7.1** Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the University and supersedes all prior negotiations, representations or arguments either written or oral.
- 7.2 <u>Lawful Authority.</u> The execution and performance of this Agreement by the County and the University have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the University in accordance with its terms.
- 7.3 <u>Amendments.</u> No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
- 7.4 <u>Indemnification.</u> It is understood and agreed between the Parties that the County and the University, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. THE COUNTY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND, TO THE EXTENT PERMITTED BY LAW, THE UNIVERSITY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY SUCH LIABILITIES
- 7.5 Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- 7.6 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- 7.7 <u>No Waiver</u>. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- **7.8** Public Information Act. The University and the County are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

- **7.9** Additional Documents. The University and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- **7.10** <u>Compliance with Laws.</u> In performing this Agreement, the University will comply with all local, state and federal laws.
- 7.11 <u>Counterparts.</u> This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.
- 7.12 Right to Audit. County shall, upon five (5) days' written notice to the University, have a right to inspect all receipts, invoices, proofs of purchase, records of employee activity, records of expenditures, and other relevant data related to this Agreement. Unless otherwise requested by the University, County's inspection shall be performed between the hours of 8 a.m. and 5 p.m., Monday through Friday. The University shall ensure that any subcontract executed by University in furtherance of this Agreement includes an obligation by subcontractor to turn over, upon written request by the University, all receipts, invoices, proofs of purchase, records of employee activity, and records of expenditures related to this Agreement. County shall have the same right under this Section to inspect subcontractor materials as it does University materials. This Section shall survive termination of this Agreement and shall remain in effect for five (5) years from the commencement of this Agreement.

This Interlocal Funding Agreement Related is related to costs for Tyler Technologies' New World Computer Aided Dispatch (CAD) and Records Management System (RMS) and is hereby EXECUTED on this 24th day of August 2021.

County - Hays County, Texas

By:	
•	Ruben Becerra
	Hays County Judge
ATT	EST:
Hays	County Clerk
Univ	ersity - Texas State University
By:	
-	Eric Algoe
	V.P. for Fincance and Support Services

Exhibit A CECC FY 21 Budget (see attached)

Exhibit A-CECC BUDGET FY 21

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

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

CAPS-Capital Systems Costs

CAPF-Capital Facility Costs

OPERATING COSTS

SYS-CECC System Costs (see New World Contract Cost Allocation)										
CAD maintenance	\$	49,608.00	\$	31,639.83	\$	11,517.17	\$	6,451.00	\$	-
RMS maintenance	\$	52,823.68	\$	35,910.84	\$	11,815.82	\$	5,097.02	\$	-
Moblie CAD	\$	133,190.72	\$	97,868.94	\$	24,676.86	\$	10,644.92	\$	-
Other software, 3rd party hardware, software and services	\$	28,636.40	\$	18,064.91	\$	6,930.35	\$	3,641.14	\$	-
Misc support and services	\$	-	\$	-	\$	-	\$	-	\$	-
tota	1 \$	264,258.80	\$	183,484.51	\$	54,940.20	\$	25,834.09	\$	-
FSPACE-Facility Space Costs (based on full year) Shared Facility Space General Facility Space (common, break rm, bath, etc) Entity Exclusive Facility Space	\$ \$ \$	48,080.00 18,597.24 17,870.00 84,547.24	; \$ \$	29,153.84 11,276.64 10,130.00 50,560.48	\$ \$	11,914.85 4,608.64 5,430.00 21,953.48	\$ \$	6,673.75 2,581.39 - 9,255.14	\$ \$	337.57 130.57 2,310.00 2,778.14
		04,547.24	7	30,300.40	Y	21,555.40	Y	3,233.14	Y	2,770.14
Deduction for days not occupied (Oct 1, 2020 to Dec 8, 2021)	\$	(17,141.08)	\$	(10,250.62)	\$	(4,450.84)	\$	(1,876.38)	\$	(563.24)
tota	I \$	331,664.95	\$	223,794.37	\$	72,442.85	\$	33,212.84	\$	2,214.90

Additional costs from FY 21 Tyler-TXST invoice which includes implementation costs and year 1 maintenance \$ 73,855.50

Texas State Total FY 21 Costs \$ 76,070.40

Exhibit B Tyler FY 21 Invoice (see attached)









Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

Invoice No 130-119521

02/28/2021

Page 1 of 1

Questions:

Tyler Technologies - Public Safety Phone: 1-800-772-2260 Press 2, then 5

Email: ar@tylertech.com

NO 1 INNI I IN

Bill To: Hays County, TX

Hays County Law Enforcement

1307 Uhland Road

San Marcos, TX 78666-8217

Ship To: Hays County, TX

Hays County Law Enforcement

1307 Uhland Road

San Marcos, TX 78666-8217

Cust NoBillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41556 - 18116 - 18116	13716		USD	NET30	03/30/2021

Description **Extended Price**

Tyler Software, Tyler Services, Third Party Software and Travel and Living Expenses - \$73,855.50 Invoiced on Effective Date

73,855.50

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
LE Field Reporting (Federal Standard) - License	7,600.00	50%	3,800.00
Field Investigation Field Reporting (1 form) - License	1,900.00	50%	950.00
Demographic Profiling Reporting - License	1,425.00	50%	712.50
Law Enforcement Mobile Site License	27,500.00	50%	13,750.00
CAD License Upgrade - License	45,000.00	50%	22.500.00
Records License Upgrade - License	60,000.00	50%	30,000.00
New World Public Safety License Discount	(21,534.00)	50%	(10,767.00)
New World Project Management	1,760.00	50%	880.00
CAD Configuration (Remote)	1,160.00	50%	580.00
CAD Train the Trainer	4,350.00	50%	2.175.00
LERMS Configuration (Remote)	2,320.00	50%	1,160.00
Mobile Configuration (Remote)	3,480.00	50%	1,740.00
E-911 Interface Installation Fee	3,000.00	50%	1,500.00
NCIC Installation	3,000.00	50%	1,500.00
Esri Mobile In-Car Mapping and Routing unit(s) - License	4,750.00	50%	2,375.00
New World Travel and expenses	2,000.00	50%	1,000.00

ATTENTION

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbu sinessforms.com to guarantee 100% c:ompliance with your software.

Subtotal

Sales Tax

73,855.50

0.00

Invoice Total

73,855.50

Exhibit C FY 21 Invoice (see attached)



HAYS COUNTY INVOICE

INVOICE DATE: 8/24/21

Paying Entity	<u>Description of Services</u>	FY 21 Payment Due
Texas State University Attn: Eric Algoe V.P. Finance and Support Services 601 University Dr., JCK 920 San Marcos, Texas 78666	Costs associated with Tyler Technologies' New World CAD/RMS implementation and FY 21 operating costs for the Combined Emergency Communications Center (CECC).	\$76,070.40

Please pay by check or electronic funds transfer.

For payment by check, please return to:

Hays County Treasurer Suite 1094 712 S. Stagecoach Trail San Marcos, TX 78666

(512) 393-2236

For electronic fund transfer routing instructions, please contact Britney Richey-Hays County Treasurer at (512) 393-2236 or by email at britney@co.hays.tx.us.

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

LINE ITEM NUMBER			
N/A			
	AUDITOR USE ONLY		
AUDITOR COMMENTS:			
PURCHASING GUIDELINES FOLLOWED: N	I/A AUDITOR REVIEW:	N/A	
REQUESTED BY		SPONSOR	CO-SPONSOR
		BECERRA	N/A

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

REQUESTED BY				NSOR ERRA		ONSOR I/A
DEQUESTED BY			CDC	NCOD	00.00	ONCOR
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR RE	√IEW: ↑	N/A		
AUDITOR COMMENTS:						
	AUE	OITOR USE ONLY				
N/A						
LINE ITEM NUMBER						
WORKSHOP	Au	gust 24, 2021		N/A		
ITEM TYPE	MEETING DATE			AMOL	UNT REQUIRED	

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 associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court.

ITEM TYPE	ME	ETING DATE	AMOUN	IT REQUIRED
EXECUTIVE SESSION	Aug	ust 24, 2021		
LINE ITEM NUMBER		-		
	AUD	TOR USE ONLY		
AUDITOR COMMENTS:				
PURCHASING GUIDELINES FOLLOWED:	N/A	AUDITOR REVI	EW: N/A	
REQUESTED BY			SPONSOR	CO-SPONSOR
			SHELL	N/A
SUMMARY				
Summary to be provided in Executive Se	ssion.			

Hays County Commissioners Court Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office Hays County regarding the use of funds from the American Rescue Plan Act of 2021 allocation. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DA	ATE	AMOUNT REQUIRED			
EXECUTIVE SESSION	August 24, 2	2021	TBD			
LINE ITEM NUMBER						
	AUDITOR USE	E ONLY				
AUDITOR COMMENTS:						
PURCHASING GUIDELINES FOLLOWED:	N/A AUD I	ITOR REVIE	N: N/A			
REQUESTED BY			SPONSOR	CO-SPONSOR		
			SHELL	N/A		
SUMMARY						
Information to be provided in Executive S	ession.					