Commissioners Court May 10, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **10th day of May 2022**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	5-6	Adopt a Proclamation recognizing May 9-13, 2022 as Economic Development Week. **BECERRA**
2	7	Presentation by Texas Workforce Commission about Vocational Rehabilitation Services. **BECERRA**
3	8	Update by Director of Countywide Operations and Hays County staff on the Emergency Rental Assistance Program (ERAP); possible discussion and/or action may follow. **BECERRA**

CONSENT ITEMS

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

4	9	Approve payments of County invoices. **VILLARREAL-ALONZO**
5	10	Approve payments of Juror checks. **VILLARREAL-ALONZO**
6	11	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
7	12	Approve the payment of the May 15, 2022 payroll disbursements in an amount not to exceed $3,120,000.00 effective May 13, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
8	13-22	Authorize the County Judge to execute an Agreement between Hays County and The Bug Master for pest control services for the Jacob's Well Natural Area Visitor Center in the amount of $979.00. **SHELL/T.CRUMLEY**
9	23-93	Authorize the acceptance of a grant award and execution of a contract with the Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control State Grant Program. **BECERRA/T.CRUMLEY**
10	94-97	Authorize payment to Truck City Ford in the amount of $2,829.41 for the Constable, Precinct 3 Office related to catalyst, condenser, and valve repairs on a 2014 Ford F-150 and a 2015 Ford F-150, in which no purchase order was issued as required per the Hays County Purchasing Policy. **SHELL/MONTAGUE**
11	98	Authorize the Hays County Parks Department to accept a $1,500.00 donation from Charles Nagel for the purpose of Park facility improvements and amend the budget accordingly. **SHELL/T.CRUMLEY**
12	99-100	Approve the filing of Tax Assessor-Collector Jenifer O'Kane's Continuing Education Transcript as required by Section 6.231 (d) of the Texas Property Tax Code. **SHELL/O'KANE**
13	101-140	Authorize the execution of Amendment No. 4 to the Department of State Health Services (DSHS) for the Immunization/Locals Program for FY2023 in the amount of $192,341.00. **BECERRA/T.CRUMLEY**
14	141-160	Approve Utility Permits. **INGALSBE/SHELL/BORCHERDING**
15	161-162	Authorize the Office of Emergency Services and Hays County CERT to accept a donation of a 2014 Ford F-350 Pickup truck from Hays County ESD NO. 5 valued at $11,221.00 and amend the budget accordingly. **BECERRA/MIKE JONES**
16	163	Approve the re-appointments of Andrew Cable, John Anderson, and Scott Brown to the Emergency Service District (ESD) #7 Board for two-year terms ending December 31, 2023. **SHELL**

17	164-170	Amend the grant budget for the District Attorney's Office of the Governor Victims Assistance grant program for additional equipment, training, and supplies. **SHELL/MAU**
18	171-188	Accept the Fiscal Year 2021 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082. **JONES/SMITH/VILLAREAL-ALONZO**
19	189-219	Accept the Fiscal Year 2021 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082. **SHELL/INGALSBE/VILLARREAL-ALONZO**
20	220-236	Accept the Fiscal Year 2021 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.0829. **JONES/INGALSBE/VILLARREAL-ALONZO**
21	237-244	Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2021 Hays County Annual Financial Audit. **VILLARREAL-ALONZO**
22	245-251	Amend the grant budget for the District Attorney's Office of the Governor Victims Assistance for Family Justice grant program for additional equipment, training, and supplies. **SHELL/MAU**

ACTION ITEMS

ROADS

23	252-301	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and WSB Inc. for the East Side Corridor Study, a study of both Recommended Corridors 10 and 11 from the 2021 Hays County Transportation Plan. **INGALSBE/JONES/BORCHERDING**
24	302-303	Hold a public hearing with possible action to establish stop locations on Appaloosa Way, in Appaloosa Acres subdivision, at the intersection with Petras Way and at the intersection with Bridle Path. **INGALSBE/BORCHERDING**
25	304-305	Hold a public hearing with possible action to establish stop locations on Crosscreek Drive & Bluff Trail at their intersections with Bear Creek Pass in Bear Creek Estates subdivision. **SMITH/BORCHERDING**
26	306-310	Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 2 in the amount of $36,145.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project in Precinct 4, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/BORCHERDING**
27	311-313	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of $232,000.00 to the Professional Services Agreement between Hays County and RPS Infrastructure, Inc. for the FM 621 Safety Improvements project in Precinct 1, as part of the Hays County Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**
28	314-316	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of $9,970.00 to the Professional Services Agreement between Hays County and HDR Engineering, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract and related to the 2016 Road Bond Program RM 3237 at RM 150 Roundabout project. **SHELL/BORCHERDING**
29	317-337	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and West Travis County Public Utility Agency (PUA) relating to the County's Darden Hill Road at Sawyer Ranch Road Roundabout project and amend the budget accordingly. **SMITH/BORCHERDING**

MISCELLANEOUS

30	338-341	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**
31	342-343	Discussion and possible action to accept a Proposal from Beckwith Electronic Systems, LLC to replace two (2) Shure QLXD Microphones in County Court at Law Courtroom #2 in the amount of $3,093.00; allow for a discretionary exemption pursuant to Texas Local Government Code 262.024a (7)(D) and amend the budget accordingly. **SHELL/T.CRUMLEY**
32	344-345	Discussion and possible action to approve the Recycling and Solid Waste Department to purchase a John Deere Skid Steer Loader for the Driftwood location in the amount of $46,734.00 and amend the budget accordingly. **SMITH/T.CRUMLEY**
33	346-368	Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project between Hays County and the Texas Department of Transportation for the FM 2325 Sidewalk project and amend the budget accordingly. **SHELL/T.CRUMLEY/BORCHERDING**

34	369-370	Discussion and possible action to authorize the County Judge to execute an Agreed Termination of Interlocal Cooperative Agreement between Hays County and the City of Woodcreek, Texas regarding termination of services provided by the Precinct 3 Constable's Office for traffic enforcement within the city limits. **SHELL**
35	371-372	Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the upstream remote camera on the FM 150 double crossing of Onion Creek; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024 (a)(7)(D) and amend the budget accordingly. **SHELL/MIKE JONES**
36	373-376	Discussion and possible action to authorize the Local Health Department Community Outreach Program to utilize DSHS grant funds in the amount of $1,000.00 to purchase one additional Apple MacBook Air that will be awarded to one of the top six high school student essay writers and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
37	377-384	Discussion and possible action to approve an Interlocal Agreement between Hays County and the City of San Marcos regarding access to the Computer Aided Dispatch and Records Management Systems at the Combined Emergency Communications Center (CECC) and amend the budget accordingly. **SHELL/INGALSBE**
38	385	Discussion and possible action to authorize a Transportation Department employee, Road Lead slot 1055-007 to take a county issued vehicle to a residence outside the county limits. **JONES/BORCHERDING**
39	386-412	Discussion and possible action to approve the Amended and Restated Interlocal Agreement between Hays County, the City of Kyle, the City of Buda, and Texas State University for operations and maintenance of the Combined Emergency Communications Center. **SHELL/INGALSBE**

EXECUTIVE SESSIONS

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

40	413	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. **BECERRA**
41	414	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of all individual attorney positions within the Hays County Criminal District Attorney's Office. Possible discussion and/or action may follow in open court. **SHELL**
42	415	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Budget Office. Possible discussion and/or action may follow in open Court including but not limited to appointment and employment of the Hays County Budget Officer (contingent upon an acceptable background check and acceptance of an offer of employment). **SHELL**
43	416	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 Transportation Department. Possible discussion and/or action may follow in open court. **JONES**
44	417	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 Clerk's Office. Possible discussion and/or action may follow in open court. **BECERRA**
45	418	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to public financing of the La Cima subdivision(s). 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.

46	Discussion and possible action related to the burn ban. **BECERRA**
47	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
48	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
49	Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 6th day of May, 2022

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation recognizing May 9-13, 2022 as Economic Development Week.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

PROCLAMATION DECLARING THE WEEK OF MAY 9-13, 2022 AS ECONOMIC DEVELOPMENT WEEK

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, economic developers promote economic well-being and quality of life for their communities by facilitating the creation, retention, and expansion of jobs that spur growth, enhance wealth, and provide a stable tax base, and

WHEREAS, economic developers stimulate and incubate entrepreneurism in order to help establish new businesses and grow established businesses in our local communities, and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions, and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions, and

WHEREAS, economic developers work in Hays County within the State of Texas to attract new businesses and expand existing businesses within our region,

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby recognize the week of May 9 through May 13, 2022, as:

ECONOMIC DEVELOPMENT WEEK

and reminds individuals of the importance of this community celebration which supports expanding career opportunities and making lives better.

ADOPTED THIS THE 10th DAY OF MAY, 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cardenas MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation by Texas Workforce Commission about Vocational Rehabilitation Services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Texas Workforce Solutions-Vocational Rehabilitation Services supports people with disabilities to prepare for, obtain, maintain, and advance in meaningful employment by providing a range of services based on an individual's employment goals.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Update by Director of Countywide Operations and Hays County staff on the Emergency Rental Assistance Program (ERAP); possible discussion and/or action may follow.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Additional information will be provided in Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the May 15, 2022 payroll disbursements in an amount not to exceed $3,120,000.00 effective May 13, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Approve the May mid month payroll disbursements not to exceed $3,120,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute an Agreement between Hays County and The Bug Master for pest control services for the Jacob's Well Natural Area Visitor Center in the amount of $979.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	$979

LINE ITEM NUMBER

001-695-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Building Maintenance is currently under agreement with The Bug Master for pest control services for all other Hays County Buildings, and we would like to add the Jacobs Well Natural Area Visitor Center to our agreement. Under the agreement, services will be performed quarterly and will also be available on an as needed basis.

Attachment:
The Bug Master Agreement - JWNA

Visit **portal.thebugmaster.com** to log into your account and pay online. You will need the following information:

Your Account #: 217880

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

Termite Service Agreement

Service Type

Location Information

Location Name
Jacobs Well

Service Address
1699 Mount Sharp Road

Service City
Wimberley

State
TX

Zip
78676

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

Phone
(979) 966-8245

Secondary Phone

Terms · Payment Arrangements

Initial Setup Total		Recurring Total
$ $950.00		$ $29.00
Tax	*Tax Exempt*	Tax
$ $78.38		$ $2.39
Total		**Total**
$ $1,028.38		$ $31.39

Billing Information

Same As Location Information

Bill To Name
Hays County

Address
712 South Stagecoach Trail

City
San Marcos

State
TX

Zip
78666

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

Phone
(512) 393-7659

Secondary Phone

Service Instructions

Sentricon System
Termiticide: Recruit HD - Noviflumuron
Percentage: .5%
Approximate Linear Footage: 203
Number of stations: about 21
Active Area & Additional Comments: drill and foam hallway and office walls where budding tubing activity seen.

Install Sentricon Termite Baiting System. Full warranty against target pests while your system is maintained. The monthly fee to start month following installation.

TPCL # 4211
1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C
3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Visit **portal.thebugmaster.com** to log into your account and pay online. You will need the following information:

Your Account #: 217880

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

Termite Service Agreement

Service Agreement Guarantee and Acceptance

This 'Service Commitment" is by and between THE BUG MASTER and the party indicated above and hereinafter will be referred to as the "Company" (the seller) and the "Customer" (the buyer). The Company will, in compliance with all applicable federal, state and local laws, rules and regulations, agree to provide subterranean termite control service to the structure(s) specified above and to warranty this treatment for a period of twelve (12) months from date of treatment, subject to general terms and conditions. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specifications.

Subject to limitations restrictions noted in the Graph, Specifications, Inspection Reports and to the "General Terms and Conditions," the Company will issue a Re-Treatment Warranty. Should subterranean termites re-infest the treated property, the Company will, at no additional cost to the Customer, perform any necessary additional treatment for the initial period of the agreement.

The Limited Lifetime Renewable Re-Treatment Warranty may be renewed annually upon request, for the lifetime of the structure. The annual renewal fee indicated below is due on the anniversary date of the initial service period. By offering this Warranty, the Company does not intend to represent or imply that the chemical applied will not break down or that it may be reasonably expected to last indefinitely. In fact, all termicides do degrade over time. The waranty is intended to provide the Customer with inspection of visually accessible areas and re-treatment of any areas found reinfested by subterrranean termites.

As long as warranty is in effect, the Company will provide an inspection of the property's visually accessible areas for subterrranean termites at anytime upon request of the Customer. The Company will notify the Customer one time annually that inspection is due. It is the responsibility of the Customer to schedule inspection. The Customer agrees to make the structure available for inspection.

The Customer agrees to maintain the structure(s) free from any factor or condition(s) conducive to re-infestation, such as wood debris, trash and excessive moisture conditions. The Customer agrees to promptly notify the Company in advance of any structural modifications including room additions, earth fills, or new slabs so any necessary additional treatments and charges may be applied in order to keep warranty valid.

The Company shall not be responsible for any past, present, or future damage to the structure or its contents caused by wood destroying insects, or any expense incurred by the Customer as a result of any such damage.

The Purchaser and Bug Master Exterminating Services, LTD agree that all matters in dispute between agreement, whether by virtue of tort, or otherwise, shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then enforced by the American Arbitration Association. The decision of the arbitration shall be a final and binding resolution of the disagreement, which may be entered as a judgement in any court of competent jurisdiction of the State of Texas including the U.S. District Court for the District of Texas.

This Service Agreement and Warranty may be transferred by the Customer to any subsequent owner of the warrantied property, at any time. In order to maintain these benefits, the new owner must assume all future obligations of the Customer within thirty (30) days after being informed of this agreement.

Ownership of Sentricon© Components: All of the components of the Sentricon© Systems are and remain the property of Dow AgroSciences. On expiration or termination of this agreement, The Bug Master and Dow AgroSciences are authorized to retrieve from the client's premises, the stations, and components. The Client will grant The Bug Master and Dow AgroSciences reasonable access to the premises for retrieval of the components.

This agreement is effective as of the date below and continues for a period of 24 months ("Initial Term"). After the Initial Term, this agreement automatically renews for additional 12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by either party in writing not less than 30 days from the end of the then-current Initial Term or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts due under this agreement are non-cancellable and non-refundable.

Customer Signature

Print Name

Date 04/21/2022

Location Information

Location Name
Jacobs Well

Service Address
1699 Mount Sharp Road

Service City
Wimberley

State TX Zip 78676

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

Phone
(979) 966-8245

Secondary Phone

Billing Information

Same As Location Information

Bill To Name
Hays County

Address
712 South Stagecoach Trail

City
San Marcos

State TX Zip 78666

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

Phone
(512) 393-7659

Secondary Phone

TPCL # 4211
1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C
3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Visit **portal.thebugmaster.com** to log into your account and pay online. You will need the following information:

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

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Billing Information

Same As Location Information

Bill To Name
Hays County

Address
712 South Stagecoach Trail

City
San Marcos

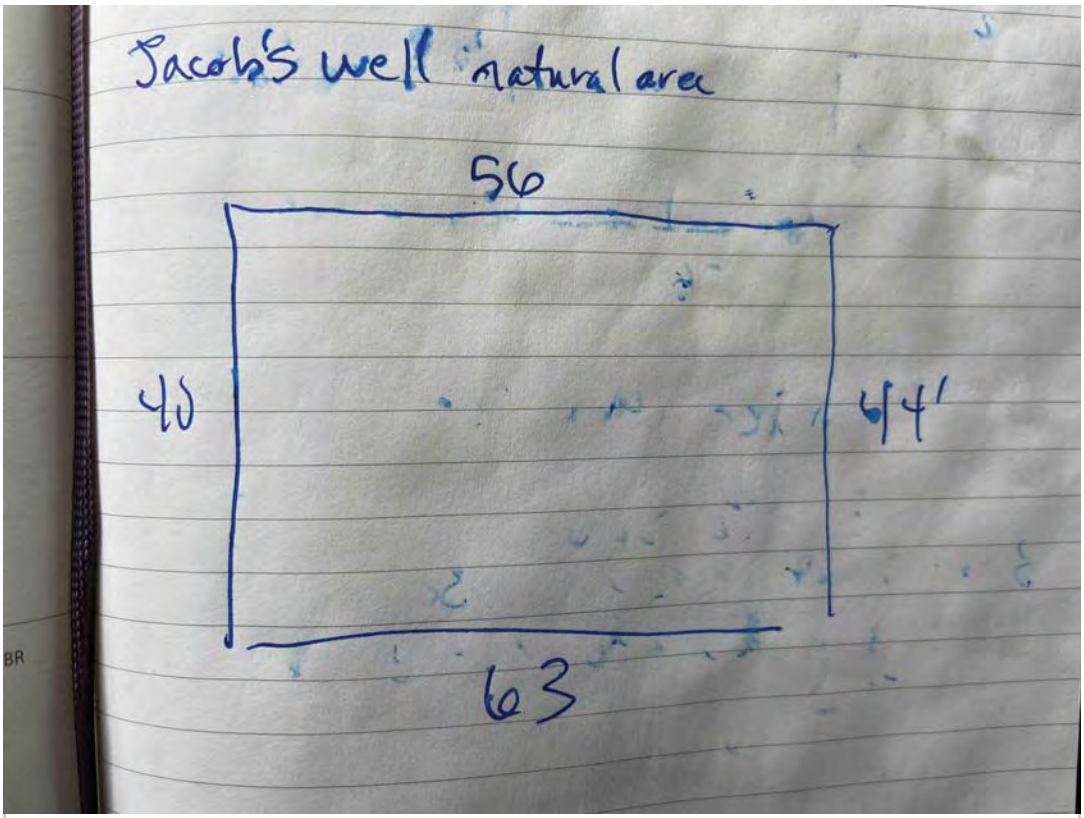
State TX Zip 78666

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

Phone
(512) 393-7659

Secondary Phone

Termite Service Graph



Key:

T = TRENCH	A = ACTIVE	H = ROD
D = DRILL	C = CONDUCIVE	X = BAIT STATION
BT = BATH TRAPS	S = SUBTERRANEAN	P = PREV. INFEST
D = WASHER/DRYER	M = ICE MAKER	E = EVIDENCE
K = SINK	G = SHOWER PAN	F = FORMOSAN

TPCL # 4211
1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C
3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Termite Service Agreement

It is understood and agreed by the undersigned to have ALL items indicated below completed BEFORE The Bug Master service specialist arrives to begin the treatment. (Due to The Bug Master's insurance regulations, The Bug Master's employees will not move furniture, appliances or personal items for customers.)

- Move all furniture/items away from areas indicated in service specifications.
- Sprinkler systems should be turned off 24 hours prior to treatment and should remain off for 24 hours after treatment.
- Wooden deck boards or steps need to be removed and replaced by customer.
- Move all patio furniture, trash cans, firewood, etc… from exterior perimeter of the structure.
- Customers responsibility to pull carpet back away from and replace carpet in areas indicated by treatment specifications.
- All pets to be contained or removed from premises during treatment.
- All cellulose material (wood, paper, cardboard, etc.) will be removed from home perimeter and crawl spaces.
- All permanent structures (bookcases, cabinets, shelving, lower kitchen cabinets, etc.) will be completely cleaned out.
- Remove all clothes from areas of treatment.
- The Bug Master is not responsible for any cracked or broken tiles during drilling (every effort will be made for this not to occur.) All repairs to be done with concrete patch.
- Customers responsibility to provide The Bug Master electricity.
- Customer agrees that payment will be made prior to the start of service.

The above items MUST be completed PRIOR to the termite specialist's arrival. If this is not done, the termite specialist will perform the services in which they have access to, and then reschedule the remaining work. If this occurs, there will be an additional trip charge of $75, plus tax, to return and treat the previously untreated areas. If treatment is not complete within 30 days, all warranties will be null and void.

When an estimate or proposal for termite treatment is submitted to a consumer the pest control company must provide the following written disclosure information: For all treatments there will be a diagram showing exactly what will be treated. Treatment specifications and warranties for those treatments may vary widely. Review the pesticide label provided to you for minimum treatment specification. If you have any questions, contact the pest control company or the Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711-2847. Telephone number (866) 918-4481; (512) 305-8250 or Fax: 888-232-2567. Documentation shall also include but is not limited to approximate perimeter measurement of the structure, areas of active or previous termite activity, the concentration of any liquid termiticide application to be used or the minimum number of baiting systems installed or the square footage if a barrier is installed. The consumer is advised to review all this information and the pesticide labels for explanations of the proposed treatment and compare this with any other proposal or estimate they may receive.

Definitions of Treatment

A subterranean termite treatment may be a partial treatment or a spot treatment using termiticide, approved physical barriers or a baiting system. These types of treatments are defined as follows:

Partial Treatment

This technique allows a wide variety of treatment strategies but is more involved than a spot treatment. (See definition below.) Ex: treatment of some or all of the perimeter, bath traps, expansion joints, stress cracks, portions of framing, walls and bait locations.

Pier and Beam: Generally defined as the treatment of the outer perimeter including porches, patios and treatment of the attached garage. In the crawl space, treatment would include any soil to structure contacts as well as removal of any wood debris on the ground.

Slab Constructions: Generally defined as treatment of the perimeter and all known slab penetrations as well as any known expansion joints or stress cracks.

Spot Treatment

Any treatment which concerns a limited, defined area less than ten (10) linear or square feet that is intended to protect a specific location or "spot." Often there are adjacent areas susceptible to termite infestation, which are not treated.

Baiting System

This type of treatment may include interior and/or perimeter placement of monitoring or baiting systems along with routine inspection intervals. The baiting technique may include one or more baiting locations as prescribed by the product label and instructions.

Barriers

If a physical device is used, the square footage of the physical device must be recorded and a diagram describing the installation will be provided.

Warranty information provided includes the complete details any warranty provided and the following:

- Time Period of the Warranty
- Renewal Options and Cost
- Obligations of the Contracting Parties
- Conditions that could develop which would void the warranty.
- Name of the pest control company responsible for the warranty.

If the warranty does not include the entire structure treated, the areas included in the warranty are specified in the *Service Instructions.*

A copy of the consumer information sheet has been made available to the approriate party.

Additional Information

In addition to the information listed above the following information must also be included on the diagram: Known wood destroying insect activity, conducive conditions, types of construction, construction details, and any other information about construction relevant to the treatment proposal.

Specimen Label

Recruit HD termite bait must be used in conjunction with a service provided by a pest management professional licensed by the state to apply termite control products.

Dow AgroSciences™

Recruit® HD

Termite Bait

®Trademark of Dow AgroSciences LLC

A durable termite bait for use in an integrated management system for protection of structures against subterranean termites

Active Ingredient: noviflumuron 0.5%
Other Ingredients 99.5%
Total 100.0%

EPA Reg. No. 62719-608

Environmental Hazards

This product is highly toxic to aquatic invertebrates and possibly to fish. Do not allow the bait or its noviflumuron contents to be washed into a body of water containing aquatic life, such as a pond or stream. Do not use, handle or tamper with the bait in a manner inconsistent with this label.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. Read all Directions for Use carefully before applying.

Storage and Disposal

Do not contaminate water, food or feed by storage or disposal.
Pesticide Storage: Store in original container in a dry storage area.
Pesticide Disposal: Product not disposed of by use according to label directions shall be wrapped in paper and placed in a trash can.
Container Handling: Do not break open, cut into or remove protective wrapper from product until ready for use.

General Information

Recruit® HD termite bait contains an insect growth regulator (IGR) noviflumuron that prevents successful molting and development of subterranean termites. This disruption of development causes a decline of the termite colony to the point where the colony can no longer sustain itself and is eliminated.

Recruit HD is used in the Sentricon® Colony Elimination System for prevention and elimination of subterranean termite colonies, including *Coptotermes*, *Reticulitermes*, and *Heterotermes* spp., and is intended to form the basis of an on-going program providing structural protection against subterranean termites. Use of this termite baiting system involves the installation of Recruit HD for delivery of noviflumuron coupled with concurrent monitoring and baiting of the site. When Recruit HD is inspected and replenished per label instructions, it provides on-going prevention and elimination of termite colonies.

Target sites for this system can include buildings, fences, utility poles, decking, landscape plantings and trees, or other features that could be damaged by termite feeding and foraging activity. Recruit HD can be used on the inside or outside of foundation walls of crawl space areas, or through access holes made through concrete and asphalt if adequate soil is not accessible and such action is warranted. Recruit HD may be used in lieu of a pre-construction termiticide (chemical barrier) treatment as a means of preventing termite infestation of new structures.

Installation of Recruit HD

Install Sentricon stations around the target site at intervals not to exceed 20 feet where soil access is not restricted. If the structural foundation is known to have been previously treated with a soil-applied termiticide, do not install Sentricon stations in the soil closer than 18 inches from the foundation.

Based upon the professional evaluation of the installer, install additional Sentricon stations in areas conducive to termite activity in proximity to the structure. Examples of areas to be evaluated include:

- locations near visible termite activity (foraging tubes; termite infested plants, wood, and other materials)
- bath traps
- moist soil in shaded areas
- irrigation sprinkler heads
- roof downspouts and other moist areas
- planting beds or other areas with plant root systems

If present, remove shrink wrap from Recruit HD. Place Recruit HD in each Sentricon station upon station installation. Recruit HD may also be placed in previously installed Sentricon stations upon removal of the existing monitoring device or bait.

Service of Recruit HD

The purpose of the service phase is to detect the presence of subterranean termites or signs of termite activity in Recruit HD to monitor for termites, to aid Recruit HD replacement, and to confirm colony elimination. This procedure does not attract termites from other locations.

Recruit HD is inspected manually for detection of termites, termite activity, or to identify the need to replace Recruit HD. If Recruit HD is more than 1/3 depleted, replace it with new Recruit HD. If possible, gently tap the termites from the used Recruit HD into the Sentricon station containing the new Recruit HD, being careful to not injure the termites. Introduce these termites after the new Recruit HD has been installed into the Sentricon station.

Sentricon stations containing Recruit HD are inspected and serviced on at least an annual basis. When annual service is being provided, an annual inspection date must be assigned for each structure. Stations must be inspected and serviced at intervals not exceeding 30 days beyond the annual inspection date unless unfavorable conditions exist. Unfavorable conditions include frozen or water-saturated soil or normal seasonal decline in subterranean termite foraging activity that may temporarily disrupt feeding on Recruit HD. Do not allow more than fifteen months to elapse between inspections. Seasonal effects on termite activity vary geographically, but feeding activity typically declines during periods when the local historical average daily temperature falls below 50°F. Inspection and servicing may be suspended during these periods; however, do not allow more than fifteen months to elapse between inspections. Refer to National Weather Service data or contact Dow AgroSciences for information regarding local historical average daily temperature.

Terms and Conditions of Use

If terms of the following Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. Otherwise, to the extent permitted by law, use by the buyer or any other user constitutes acceptance of the terms under Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies.

Warranty Disclaimer

Dow AgroSciences warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. To the extent permitted by law, Dow AgroSciences MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Lack of performance or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Dow AgroSciences or the seller. To the extent permitted by law, all such risks shall be assumed by buyer.

Limitation of Remedies

To the extent permitted by law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at Dow AgroSciences' election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

To the extent permitted by law, Dow AgroSciences shall not be liable for losses or damages resulting from handling or use of this product unless Dow AgroSciences is promptly notified of such loss or damage in writing. To the extent permitted by law, in no case shall Dow AgroSciences be liable for consequential or incidental damages or losses.

The terms of the Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Dow AgroSciences or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or Limitation of Remedies in any manner.

®Trademark of Dow AgroSciences LLC

Produced for
Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, IN 46268

Label Code: D02-377-003
Replaces Label: D02-377-002
LOES Number: 010-02242

EPA accepted 04/27/11

Revisions:

1. Deleted directions for new structures in Florida.
2. Revised Service section.

Specimen Label

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Label Code: D02-377-003
Replaces Label: D02-377-002
LOES Number: 010-02242

EPA accepted 04/27/11

Revisions:

1. Deleted directions for new structures in Florida.
2. Revised Service section.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the acceptance of a grant award and execution of a contract with the Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control State Grant Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	$6,599.90

LINE ITEM NUMBER

120-675-99-022]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This renewal contract with the Texas DSHS is to support the TB Program provided by the Hays County Health Department. The funds will be utilized to provide support toward the salary and fringe benefits of the staff member involved in this program, medical supplies, and contractual services.

Total Grant Amount: $39,993.00
County Matching Funds: $6,599.90
Contract No: HHS001182200019
Contract Period: 09/01/2022 - 08/31/2023

Attachment: Contract No. HHS001182200019

DocuSign Envelope ID: 45351FBD-72F1-4ADF-969C-ED9572044EA3

INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001182200019
TUBERCULOSIS PREVENTION AND CONTROL – STATE (TB/PC-STATE) GRANT PROGRAM

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **HAYS COUNTY LOCAL HEALTH DEPARTMENT** ("Grantee"), each a "Party" and collectively the "Parties," enter into the following Contract to provide State funding for Tuberculosis Prevention and Control (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Department of State Health Services
Attention: Lacy Alexander
1100 W. 49th Street, MC 1990
Austin, Texas 78756
lacy.alexander@dshs.texas.gov

Local Government

Hays County Local Health Department
Attention: Tammy Crumley
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
tammy.crumley@co.hays.tx.us

II. STATEMENT OF SERVICES TO BE PROVIDED

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

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on September 1, 2022, or the signature date of the latter of the Parties to sign this Contract, whichever is later, and terminates on August 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties. The Contract may be renewed for up to four (4) additional one-year periods, with renewal initiated at the sole discretion of System Agency. Continued funding of the Contract in future years is contingent upon the availability of funds and the satisfactory performance of the Local Government during the prior Contract period. Funding may vary and is subject to change each renewal period. Reimbursement will only be made for those allowable expenses that occur within the term of the Contract.

IV. AMENDMENT

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

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V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract will not exceed **$39,592.00**. This includes System Agency's share of $32,993.00 and Grantee's required match amount of $6,599.00.

All expenditures under this Contract will be in accordance with **Attachment B, Budget**.

Indirect Cost Rate: The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B, BUDGET** and either the ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter is attached to this Contract and incorporated as **ATTACHMENT F, INDIRECT COST RATE LETTER**.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Contract execution, the Parties agree to amend the Contract to include the Indirect Cost Rate Letter as **ATTACHMENT F** and revise **ATTACHMENT B** when the Indirect Cost Rate Letter is issued.

If the System Agency, at its sole discretion, approves or acknowledges an updated indirect cost rate, the new rate, together with the revised ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter, will be included in the revised **ATTACHMENT F** and amended **ATTACHMENT B**.

VI. LEGAL NOTICES

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

System Agency
Department of State Health Services
1100 W. 49th Street, MC 1919, M526
Austin, Texas 78756
Attention: General Counsel

Local Government
Hays County Local Health Department
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666
Attention: Judge Ruben Becerra

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

VII. CERTIFICATIONS

The undersigned contracting Parties certify that:

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(1) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;

(2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;

(3) The proposed arrangements serve the interest of efficient and economical administration of state government; and

(4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this Contract under Texas Health and Safety Code Chapter 12 or 1001.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 45351FBD-72F1-4ADF-969C-ED9572044EA3

SIGNATURE PAGE FOR
SYSTEM AGENCY CONTRACT NO. HHS001182200019

DEPARTMENT OF STATE HEALTH SERVICES	HAYS COUNTY LOCAL HEALTH DEPARTMENT
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001182200019 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – BUDGET
ATTACHMENT C – UNIFORM TERMS AND CONDITIONS
ATTACHMENT D – CONTRACT AFFIRMATIONS
ATTACHMENT E – DATA USE AGREEMENT

ATTACHMENTS FOLLOW

DocuSign Envelope ID: 45351FBD-72F1-4ADF-969C-ED9572044EA3

ATTACHMENT A – STATEMENT OF WORK

I. Grantee Responsibilities

Grantee will:

A. Establish parameters in which local health departments ("LHDs") receiving state funds will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.

B. Comply with all applicable federal and state statutes and regulations, policies and guidelines as revised.

C. Comply with the most current version of the DSHS Tuberculosis Work Plan that is currently available online and can be accessed at: https://www.dshs.texas.gov/disease/tb/programs.shtm#workplan.

D. Provide matching funds of no less than 20% of the total budget reflected in the Contract.

E. Provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

F. Ensure no DSHS funds or matching funds are used for:

1. Entertainment, or
2. Sectarian worship, instruction, or proselytization.

Food and incentives are allowed using DSHS funds but are not allowed for matching funds.

G. Not lapse more than 1% of the total funded amount of the Contract. During the term of this Contract, DSHS reserves the right to decrease funding amounts as a result of the Grantee's budgetary shortfalls and/or due to the Grantee lapsing more than 1% of total funds.

H. Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds.

I. Maintain staffing levels to meet required activities of the Contract and to ensure all funds in the personnel category are expended.

J. Agree to read the Texas Grant Management Standards (TxGMS), that is currently available online and can be accessed at: https://comptroller.texas.gov/purchasing/grant-management/, and work with DSHS staff regarding the management of funds received under this Contract.

K. Enter all collected TB information into the DSHS-designated state TB information system,

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including all data fields on the Report of Verified Case of Tuberculosis (RVCT), any laboratory results received locally and any additional clinical information, according to documented timelines and specifications. Data entered into DSHS data systems will be considered submitted to DSHS.

II. Performance Measures

DSHS will monitor the Grantee's performance of the responsibilities set forth within the Statement of Work (***Attachment A***) and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures, Grantee will respond to any finding in a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the Contract regarding breach.

III. Invoice and Payment

A. Grantee will request payments monthly using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.texas.gov/grants/forms/b13form.doc. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses for a month are required to submit timely "zero" dollar invoices. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gove and cmsinvoices@dshs.texas.gov simultaneously. Grantee must submit a final close out invoice and final financial status report no later than 45 days following the end of the fiscal year. Invoices received more than 45 days after the end of the fiscal year are subject to denial of payment.

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

B. Grantee will be paid on a cost reimbursement basis and in accordance with Attachment B of this Contract.

C. Grantee must submit final Financial Status Report ("FSR") and final reimbursement or payment request no later than forty-five (45) calendar days following the end of the Contract term. The Grantee will submit the Financial Status Report (FSR-269A) at two reporting intervals during the Contract term. The FSRs will be submitted bi-annually as outlined below and in alignment with the Contract term.

IV. Programmatic Reporting Requirements

DocuSign Envelope ID: 45351FBD-72F1-4ADF-969C-ED9572044EA3

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Progress Report	Annually	Sept. 1, 2022	August 31, 2023	April 1, 2023
Financial Status Report ("FSR")	Bi-annually	Sept. 1, 2022	February 28, 2023	March 31, 2023
FSR	Bi-annually	March 1, 2023	August 31, 2023	October 15, 2023
Final Quarter-Match Reimbursement / Certification Form ("Form B-13A")	Annually	June 1, 2023	August 31, 2023	October 15, 2023

Submission Instructions:

Annual Report:
Submit program reports to the TB Reporting Mailbox: TBContractReporting@dshs.texas.gov

Financial Status Reports:
Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, Texas 78714-9347
Fax: (512) 458-7442
Email: invoices@dshs.texas.gov and CMSinvoices@dshs.texas.gov

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ATTACHMENT B
BUDGET

(September 1, 2022– August 31, 2023)

Budget Categories	DSHS Funds	Cash Match	Category Total
Personnel	$16,274.00	$0.00	$16,274.00
Fringe Benefits	$9,228.00	$0.00	$9,228.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$749.00	$749.00
Contractual	$0.00	$5,850.00	$5,850.00
Other	$7,491.00	$0.00	$7,491.00
Total Direct Costs	$32,993.00	$6,599.00	$39,592.00
Indirect Costs	$0.00	$0.00	$0.00
Totals	**$32,993.00**	**$6,599.00**	**$39,592.00**

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Attachment C

TEXAS
Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.0

Published and Effective – August 2021

Responsible Office: Chief Counsel

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ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

"Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

"Deliverables" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

"DSHS" means the Department of State Health Services.

"Effective Date" means the date on which the Grant Agreement takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.

"HHSC" means the Texas Health and Human Services Commission.

"Health and Human Services" or "HHS" includes HHSC and DSHS.

"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.

"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

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"Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

"Signature Document" means the document executed by all Parties for this Grant Agreement.

"Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas *Textravel*" means the Texas Comptroller of Public Accounts' state travel rules, policies, and guidelines.

"Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

"System Agency" means HHSC or DSHS, as applicable.

"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 Grant Agreement or through use of any funding provided under this Grant Agreement.

"Texas Grant Management Standards" or "TxGMS" 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. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

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 Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

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(including this Grant Agreement) 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 Grant Agreement, 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 agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
H. 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."
I. Time is of the essence in this Grant Agreement.
J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
    i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
    ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

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

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

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2.3 Ancillary and Travel Expenses

A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.

B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/.

2.4 Billing

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, 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.

2.5 Use of Funds

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

2.6 Use for Match Prohibited

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

2.7 Program Income

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement 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 Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

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2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal 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 Grant Agreement impossible or unnecessary, the Grant Agreement 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. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement 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 during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

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 – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.

B. "Overpayments" as used in this Section include payments (i) made by the System

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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 Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. 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 Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.

B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs 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 Grant Agreement. 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 remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.

C. OMB Circulars will be applied with the modifications prescribed by TxGMS 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. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement

ii. 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 maybe subject to sanctions and remedies for non-compliance.

iii. 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.

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iv. 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 TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.

v. 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 TxGMS, as applicable, for their program-specific audits.

vi. Each Grantee 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 applicable provisions of 2 CFR 200 and TxGMS.

B. Financial Statements.

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

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 one electronic copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,

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 not required to submit an audit, shall submit one electronic copy of their 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. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 Warranty

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

i. Repair or replace all defective or damaged work;

ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,

iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

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5.2 General Affirmations

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 Federal Assurances

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 Federal Certifications

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, 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 Grant Agreement.

5.5 State Assurances

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, 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.
C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
D. In the event that 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

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sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

A. 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 Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.

B. 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, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. 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 THIRD PARTY IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 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, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or

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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 Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

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

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

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E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
   i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
   ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 Damage to State Property

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

7.3 Property Rights upon Termination or Expiration of Contract

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

7.4 Equipment and Property

A. The Grantee must ensure equipment with a per-unit cost of $5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
D. Controlled Assets include firearms, regardless of the acquisition cost, and the following

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assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

A. 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 Grant Agreement and all state and federal rules, regulations, and statutes.

B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

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

B. In addition to any right of access arising by operation of law, 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 Grant Agreement. If the Grant Agreement 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, HHS'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.

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C. 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 Grant Agreement.
D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 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 Grant Agreement 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 HHS 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 Grant Agreement.

8.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement 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.

8.5 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 Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 Remedies

A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions,

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including, but not limited to the following:

i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
iv. suspending all or part of the Grant Agreement;
v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
vi. recouping payments made by the System Agency to the Grantee found to be in error;
vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
ix. withholding release of new grant agreements; and
x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.

B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.

C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

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

9.3 TERMINATION FOR CAUSE

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

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's

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addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. **Failure to Maintain Financial Viability**
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

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

9.5 Inherently Religious Activities

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 Political Activities

Grant funds cannot be used for the following activities:

A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.

B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.

C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

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ARTICLE X. INDEMNITY

10.1 General Indemnity

A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, 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 GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.

B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL 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 NEGLIGENT ACTS OF 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 Grant Agreement.

10.2 Intellectual Property

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;

ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR

iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 Additional Indemnity Provisions

A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.

B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE

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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.

C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

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

11.3 CHILD ABUSE REPORTING REQUIREMENTS

A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

B. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

C. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

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ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
iii. Applying to all employees and visitors in this designated area; and
iv. Providing for or referring its employees to tobacco use cessation services.

B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 Insurance and Bonds

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. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 Limitation on Authority

A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
i. Make public policy on behalf of the System Agency;
ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas

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Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges 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 Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement 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 Grant Agreement. 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 Grant Agreement.

11.10 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 Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. 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 Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

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11.11 GOVERNING LAW AND VENUE

The Grant Agreement 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 Grant Agreement 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.

11.12 SEVERABILITY

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

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement 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 Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 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 Grant Agreement 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.

11.15 NO IMPLIED WAIVER OF PROVISIONS

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

11.16 FUNDING DISCLAIMERS AND LABELING

A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining

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written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee'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 Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement 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.

11.18 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.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement 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 Grant Agreement 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 Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

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11.20 Entire Contract and Modification

The Grant Agreement 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 Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 Counterparts

This Grant Agreement 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 Grant Agreement.

11.22 Proper Authority

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

11.23 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:

A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 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);
   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 Grant Agreement.
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

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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: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters.

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 complaints of discrimination received relating to its performance under this Grant Agreement. 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 CodeW206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 Enterprise Information Management Standards

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

11.26 Disclosure of Litigation

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with

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any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

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

11.28 BINDING EFFECT

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

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HEALTH AND HUMAN SERVICES
Contract Number HHS001182200019
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 and Grantees (referred to as "Contractor") 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.

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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

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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.

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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.

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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:

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

29. Antitrust

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

A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and

C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

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

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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.

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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.

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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), Contractor certifies that it does not require its customers 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 Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

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 represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 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.

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 verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 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.

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.

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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, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

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access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

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55. Equal Employment Opportunity

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

56. 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).

57. Signature Authority

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

Signature Page Follows

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

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

Signature of Authorized Representative	**Date Signed**
Printed Name of Authorized Representative **First, Middle Name or Initial, and Last Name**	**Title of Authorized Representative**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**
Phone Number	**Fax Number**
Email Address	**DUNS Number**
Federal Employer Identification Number	**Texas Identification Number (TIN)**
Texas Franchise Tax Number	**Texas Secretary of State Filing Number**
SAM.gov Unique Entity Identifier (UEI)	

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ATTACHMENT E
HHS DATA USE AGREEMENT

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

ARTICLE 1.
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

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

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

ARTICLE 2.
DEFINITIONS

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

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

"Authorized User" means a Person:

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

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

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

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

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

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

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

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

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

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

(C) Breach Notice:

(1) Initial Notice.

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

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

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

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

(a) The date the Event or Breach occurred;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5.
STATEMENT OF WORK

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

ARTICLE 6.
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

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

6.02 HHS Commitment and Obligations

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

6.03 HHS Right to Inspection

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

6.04 Term; Termination of DUA; Survival

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

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

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

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

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

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

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

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

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

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

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

6.05 Governing Law, Venue and Litigation

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

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

6.06 Injunctive Relief

DocuSign Envelope ID: 45351FBD-72F1-4ADF-969C-ED9572044EA3

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

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

6.07 Responsibility.

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

6.08 Insurance

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

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

6.08 Fees and Costs

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

6.09 Entirety of the Contract

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

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

6.10 Automatic Amendment and Interpretation

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

DocuSign

Certificate Of Completion

Envelope Id: 45351FBD72F14ADF969CED9572044EA3
Status: Sent
Subject: Please DocuSign: HHS001182200019; Hays Co; Base; TB STATE Signature Packet
Source Envelope:
Document Pages: 65
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
CMS Internal Routing Mailbox
11493 Sunset Hills Road
#100
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.16

Record Tracking

Status: Original
4/26/2022 8:10:58 AM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Ruben Becerra judge.becerra@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/31/2022 2:31:42 PM ID: f142edcd-a78d-473b-ae6e-5b498290299c		Sent: 4/26/2022 8:25:54 AM
Susana Garcia Susana.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/26/2022 7:05:57 AM ID: 7bafbb9b-3e50-44e5-80c6-05e96e718e59		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/26/2022 8:00:10 AM ID: 88608363-78f8-46bc-a870-e3971b230ce9		
Imelda Garcia ImeldaM.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/6/2021 8:08:45 AM ID: 1a6909aa-b026-45a9-be9f-4240c2e32ff9		

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
Lacy Alexander lacy.alexander@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/26/2022 8:25:53 AM Viewed: 4/26/2022 8:27:00 AM
lindsay Mcclune lindsay.mcclune@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/26/2022 8:25:53 AM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2022 8:25:53 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

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

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

To request paper copies from DSHS Contract Management Section

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

To withdraw your consent with DSHS Contract Management Section

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

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

ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Truck City Ford in the amount of $2,829.41 for the Constable, Precinct 3 Office related to catalyst, condenser, and valve repairs on a 2014 Ford F-150 and a 2015 Ford F-150, in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	$2,829.41

LINE ITEM NUMBER

01-637-00.5413

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MONTAGUE	SHELL	N/A

SUMMARY

The Constable's Office had repairs completed on the 2014 Ford F-150 and failed to obtain a purchase order as required per County Purchasing Policy. Funds are available within their operating budget for this expenditure.

Attachment: Truck City Invoice #791458 - $1,365.66
Invoice #791459 - $1,463.75

Const 3

CUSTOMER #: 127768

791458

INVOICE

PAGE 1

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www.truckcityford.com

HAYS COUNTY CONSTABLE
200 STILLWATER
WIMBERELEY, TX 78676
HOME:512-618-9420 CONT:512-618-9420
BUS: CELL:

SERVICE ADVISOR: 9287 SCOTT TRAVIS JORDAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	14	FORD F-150	1FTFW1CF3EKF79205	1191502	98436/98441	T2110

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 IS 01JAN14 DD			19:00 09DEC21			CASH	14DEC21

R.O. OPENED	READY	OPTIONS:
13:51 09DEC21	13:47 14DEC21	ENG:5.0 Liter

RO6741

LINE OPCODE TECH TYPE HOURS				LIST	NET	TOTAL
A CUSTOMER STATES CHECK ENGINE LIGHT IS ON.						
02 GAS DRIVEABILITY						
	9412	CPL			480.00	480.00
1	DL3Z*5E212*A	CONVERTER ASY		802.86	802.86	802.86
2	*W520514*S440	NUT - HEX.		11.40	11.40	22.80
PARTS: 825.66	LABOR: 480.00	OTHER: 0.00		TOTAL LINE A:		1305.66

98441 EEC V TEST CODE P0430, LH CATALYST BELOW THRESHOLD, REPLACED LH CATALYST AND 1 TIME USE NUTS. REPROGRAM PCM, RETEST P1000. ROAD TESTED- OK

B MULTI-POINT INSPECTION
CAUSE: COMPLIMENTARY MULTI-POINT VEHICLE INSPECTION

99P MULTI-POINT INSPECTION			
9999	ISP		(N/C)
GTIRE TIRES ARE IN CONDITION			
9999	ISP		(N/C)
GBATT BATTERY IS IN CONDITION			
9999	ISP		(N/C)
GBK BRAKES ARE IN CONDITION			
9999	ISP		(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

RECEIVED
COUNTY AUDITOR
FEB 08 2021

You may receive a survey from Ford Motor Co.

If for any reason you cannot answer "Excellent" on the service you received, please call the Service Manager, Mike Rodgers at 512-312-0104.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

TERMS: STRICTLY CASH
I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto.

X_____

NOTICE PURSUANT TO PROPERTY CODE, §70.001
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS AND COMMERCE CODE, §9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKE OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OF THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

X_____
Signature of the Person Responsible or Agent for Person Responsible for Payment

DESCRIPTION	TOTALS
LABOR AMOUNT	480.00
PARTS AMOUNT	825.66
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	60.00
TOTAL CHARGES	1365.66
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	1365.66

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Const 3

CUSTOMER #: 127768

791459

INVOICE

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Toll Free: (800) 313-0055
Wrecker: (512) 454-0042
www.truckcityford.com

HAYS COUNTY CONSTABLE
200 STILLWATER
WIMBERELEY, TX 78676
HOME:512-618-9420 CONT:512-618-9420
BUS: CELL:

SERVICE ADVISOR: 9287 SCOTT TRAVIS JORDAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	15	FORD F-150	1FTEX1CF2FKE89764	1281193	81901/81906	T2111

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13APR21 IS 13APR21 DD			19:00 09DEC21			CASH	16DEC21

R.O. OPENED	READY	OPTIONS: ENG:5.0 Liter
13:57 09DEC21	10:19 16DEC21	R06 741

LINE OPCODE TECH TYPE HOURS			LIST	NET	TOTAL
A CUSTOMER STATES AFTER IDLING FOR MORE THAN HALF AN AN HOUR, AC WILL START BLOWING OUT DEFROST ON IT'S OWN. ALSO INTERMITTENTLY BLOWS WARM AIR AND THE FAN SPEED IS REDUCED.					
04 A/C-HEATER SYSTEMS					
9412 CPL				1040.00	1040.00
1 FL3Z*19712*C CONDENSER ASY			260.15	260.15	260.15
1 HL3Z*19849*D VALVE ASY - EVAPORATOR EXPANSI			61.60	61.60	61.60
32 YN*19* REFRIGERANT - R-134A			2.25	2.25	72.00
PARTS: 393.75 LABOR: 1040.00 OTHER: 0.00				TOTAL LINE A:	1433.75
81901 A/C COMPRESSOR CYCLING FREQUENTLY AND COOLING FAN AT HIGH SPEED. TESTED AND FOUND RESTRICTION IN A/C CONDENSER AND EXPANSION VALVE. REPLACED A/C CONDENSER AND EXPANSION VALVE. EVACUATED AND RECHARGED A/C SYSTEM. ROAD TESTED- OK/// NOTE: NOT ABLE TO DUPLICATE AIR FLOW CHANGING TO DEFROST					
B CUSTOMER STATES RADIATOR FAN IS TOO LOUD.					
02 GAS DRIVEABILITY					
9412 ISP					(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00				TOTAL LINE B:	0.00
81906 REPAIRED ON LINE A					
C CUSTOEMR STATES TURN SIGNAL LEVER WILL NOT STAY UP IN THE RIGHT TURN POSITION.					
03 ELECTRICAL SYSTEMS					
9412 ISP					(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00				TOTAL LINE C:	0.00
81906 FOUND BOTTLES HANGING ON TURN SIGNAL LEVER WEIGHING IT DOWN. NO WORK DONE.					
D MULTI-POINT INSPECTION					
CAUSE: COMPLIMENTARY MULTI-POINT VEHICLE INSPECTION					
99P MULTI-POINT INSPECTION					
9999 ISP					(N/C)
GTIRE TIRES ARE IN CONDITION					

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

TERMS: STRICTLY CASH
I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto.

X_____

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X_____
Signature of the Person Responsible or Agent for Person Responsible for Payment

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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INVOICE

HAYS COUNTY CONSTABLE
200 STILLWATER
WIMBERELEY, TX 78676
HOME:512-618-9420 CONT:512-618-9420
BUS: CELL:

SERVICE ADVISOR: 9287 SCOTT TRAVIS JORDAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	15	FORD F-150	1FTEX1CF2FKE89764	1281193	81901/81906	T2111

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13APR21 IS 13APR21 DD			19:00 09DEC21			CASH	16DEC21

R.O. OPENED	READY	OPTIONS:
13:57 09DEC21	10:19 16DEC21	ENG:5.0_Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	9999		ISP				(N/C)
	GBATT BATTERY IS IN CONDITION						
	9999		ISP				(N/C)
	GBK BRAKES ARE IN CONDITION						
	9999		ISP				(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

You may receive a survey from Ford Motor Co.

If for any reason you cannot answer "Excellent" on the service you received, please call the Service Manager, Mike Rodgers at 512-312-0104.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

TERMS: STRICTLY CASH
I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto.

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X_____
Signature of the Person Responsible or Agent for Person Responsible for Payment

DESCRIPTION	TOTALS
LABOR AMOUNT	1040.00
PARTS AMOUNT	393.75
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	30.00
TOTAL CHARGES	1463.75
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	1463.75

CUSTOMER COPY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Hays County Parks Department to accept a $1,500.00 donation from Charles Nagel for the purpose of Park facility improvements and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	$0

LINE ITEM NUMBER

001-700-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Hays County Parks Department has received a $1,500 donation from Charles Nagel for the purpose of facility improvements throughout our parks.

Park staff have discussed this donation and would like to spend it on replacing and upgrading some of the educational and interpretive signage in our parks.

Budget Amendment:
Increase: Contributions 001-700-00.4610 $1,500
Increase: Maintenance and Repair 001-700-00.5453 $1,500

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the filing of Tax Assessor-Collector Jenifer O'Kane's Continuing Education Transcript as required by Section 6.231 (d) of the Texas Property Tax Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jenifer O'Kane	SHELL	

SUMMARY

TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 3/1/2021 - 2/28/2022

Hon. Jenifer O'Kane
Tax Assessor-Collector
Hays County
712 S Stagecoach Trl Ste 1120
San Marcos, TX 78666

ID: 232729
Phone: (512) 393-5545
Fax: (512) 393-5547
Enrolled Date: 03/01/2019

Date	Description	Earned Hours
03/01/2021	Excess hours carried from 2021	4.25
06/10/2021	87th Annual Tax Assessor-Collectors Association Conference	13.75
11/11/2021	2021 VG Young School for Tax Assessor-Collectors	12.00
	Total Hours for Year:	30.00

You have met your education requirements for the period 03/01/2021 - 02/28/2022.

You may carry forward to the next reporting period 10.00 hours.

Texas Property Tax Code § 6.231
(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.
(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

Print Date: 04/19/2022

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of Amendment No. 4 to the Department of State Health Services (DSHS) for the Immunization/Locals Program for FY2023, in the amount of $192,341.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	N/A

LINE ITEM NUMBER

120-675-99-018]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This renewal contract with the Texas DSHS is to support the Immunization Program for the Hays County Health Department. The funds will be utilized to provide support toward the salary and fringe benefits of the staff involved in this program in addition, contractual services.
This amendment adds additional funds to the contract to pay for services provided during the extended term and revises the statement of work and immunizations/locals program guidance document.

Grant Period: 09/01/2022 - 8/31/2023

Attachment: Contract No. HHS00010480001 Amendment No. 4

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TEXAS Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

The Honorable Ruben Becerra, County Judge
Hays County Local Health Department
111 E. San Antonio Street, Ste. 300
San Marcos, Texas 78666

Subject: IMM/LOCALS
Contract Number: HHS000104800001, Amendment No. 4
Contract Amount: $1,035,287.00
Contract Term: September 1, 2018 through August 31, 2023

Dear Judge Becerra:

Enclosed is Amendment No. 4 to the IMM/LOCALS contract between the Department of State Health Services and Hays County Local Health Department.

The purpose of this contract is to implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children three (3) years of age or younger (birth to 35 months of age).

This amendment increases the contract by $192,341.00 for FY 2023 and extends the end of the contract term to August 31, 2023.

Please let me know if you have any questions or need additional information.

Sincerely,

Holly Zoerner, CTCM
Contract Manager
Holly.Zoerner@dshs.texas.gov

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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000104800001
AMENDMENT NO. 4

The **DEPARTMENT OF STATE HEALTH SERVICES** (DSHS or System Agency) and **HAYS COUNTY LOCAL HEALTH DEPARTMENT** (Grantee), Parties to that certain Immunization/Locals Grant Program Contract, effective September 1, 2018, and denominated DSHS Contract No. HHS000104800001 (the Contract), as amended, now want to further amend the Contract.

WHEREAS, DSHS wants to exercise its option to extend the Contract term for an additional year, representing the fourth and final extension option ("Fourth and Final Extension Option");

WHEREAS, DSHS wants to add funds to the Contract to pay for services provided during the extended term;

WHEREAS, DSHS wants to revise **ATTACHMENT A, STATEMENT OF WORK** and **ATTACHMENT H-2, IMMUNIZATION/LOCALS PROGRAM GUIDANCE DOCUMENT**.

NOW, THEREFORE, the Parties agree as follows:

1. The Contract is extended in accordance with **SECTION III**, **DURATION,** for an additional year. The Fourth and Final Extension Option shall begin September 1, 2022 and end August 31, 2023, unless terminated sooner.

2. **SECTION IV**, **BUDGET,** of the Contract, is amended to increase funding in the amount of **$192,341.00** for State Fiscal Year 2023 ("FY 2023"). The total not-to-exceed amount of this Contract is increased to **$1,035,287.00.** All expenditures of the additional funds must conform with **ATTACHMENT B-4, FY 2023 BUDGET.**

3. **ATTACHMENT A-1, REVISED STATEMENT OF WORK**, of the Contract, is deleted and replaced in its entirety with **ATTACHMENT A-2, FY 2023 STATEMENT OF WORK**.

4. **ATTACHMENT B-3, REVISED BUDGET**, of the Contract, is supplemented with the addition of **ATTACHMENT B-4, FY 2023 BUDGET**.

5. **ATTACHMENT H-2, IMMUNIZATION/LOCALS PROGRAM GUIDANCE DOCUMENT** is deleted and replaced in its entirety with **ATTACHMENT H-3, IMMUNIZATION/LOCALS PROGRAM GUIDANCE DOCUMENT**.

6. This Amendment shall be effective September 1, 2022.

7. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

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8. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 4
DSHS CONTRACT NO. HHS000104800001

DEPARTMENT OF STATE HEALTH SERVICES

By: _____

Date of Signature: _____

HAYS COUNTY LOCAL HEALTH DEPARTMENT

By: _____

Date of Signature_____

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

ATTACHMENT A-2 – FY 2023 STATEMENT OF WORK
ATTACHMENT B-4 - FY 2023 BUDGET
ATTACHMENT F-4 - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
ATTACHMENT H-3 - IMMUNIZATION/LOCALS PROGRAM GUIDANCE DOCUMENT

ATTACHMENTS FOLLOW

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ATTACHMENT A-2
FY 2023 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children three (3) years of age or younger (birth to 35 months of age). Grantee shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

B. Be enrolled as a provider in the Texas Vaccines for Children (TVFC) and the Adult Safety Net (ASN) Programs by the effective date of this Contract. This includes a signed *Deputization Addendum Form (EF11-13999)*.

C. Comply with written policies and procedures provided by DSHS in managing vaccines supplied through the ASN and TVFC Programs, including guidelines for proper storage, handling, and safeguarding of vaccines in the event of natural disaster.

D. Adhere to DSHS Immunization updated guidance according to Attachment H-3, Immunization/Locals Program Guidance Document.

E. Maintain staffing levels to meet required activities of the Contract and ensure staff funded by this Contract attend required training.

F. Report all notifiable conditions as specified in Texas Administrative Code (TAC) Title 25, Part I §§ 97.1-97.6, as amended, and as otherwise required by law.

G. Report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/ or 1-800-822-7967), as amended.

H. Sustain a network of TVFC/ASN providers to administer vaccines to program-eligible populations by conducting the following activities:
   1. Ensuring New Provider Checklist is completed;
   2. Conducting quality assurance reviews;
   3. Ensuring annual influenza pre-book survey is completed;
   4. Conducting compliance site-visits;
   5. Conducting unannounced storage and handling visits; and
   6. Ensuring providers adhere to the vaccine borrowing procedure.

I. Participate in audits and assessments through the following activities:

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1. Completing and submitting through Child Health Reporting System (CHRS) all audits and assessments conducted on childcare facilities and Head Start Centers;
2. Completing audits, assessments and retrospective surveys of public and private schools;
3. Reviewing monthly reports to ensure data quality;
4. Reviewing the monthly Provider Activity Reports;
5. Reviewing the quarterly Consent Accepted Rate Evaluations; and
6. Conducting quality improvement assessments of Texas Immunization Registry organizations.

J. Provide education and outreach activities regarding vaccines and vaccine-preventable diseases, Texas Immunization Registry, and TVFC and ASN Programs to the following:
1. American Indian Tribes;
2. Schools and childcare facilities;
3. Healthcare workers; and
4. Community and general public.

K. Not deny vaccinations to recipients because they do not reside within Grantee's jurisdiction or because of an inability to pay an administration fee.

L. Be responsible for identification and case management of all hepatitis B surface antigen (HBsAg)-positive pregnant women. Grantee shall ensure timely newborn post-exposure prophylaxis (PEP) with hepatitis B vaccine and hepatitis B immune globulin (HBIG), timely completion of doses two and three of hepatitis B vaccine, and timely completion of post-vaccination serologic testing (PVST).

M. Be responsible for assessing and/or auditing coverage rates and/or compliance with vaccine requirements at assigned schools and childcare facilities in accordance with the Population Assessment Manual, which is distributed annually from DSHS.

N. Transfer (which may include shipping) overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Public Health Region (PHR) Immunization Program Manager to avoid vaccine waste. Grantee is responsible for covering the cost to ship overstocked vaccines and vaccines approaching expiration.

O. Receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this Contract within forty-eight (48) hours of making approved changes.

P. Review monthly Contract funding expenditures and salary savings from any Contract-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this Contract before the end of the Contract term.

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Q. Submit out-of-state travel requests to the Immunization Section for approval when utilizing Contract funds or program income.

R. Report the number of doses administered to underinsured children monthly, as directed by DSHS.

S. Report the number of unduplicated underinsured clients served, as directed by DSHS.

T. Complete and submit Immunization Inter-Local Agreement (ILA) Quarterly Report form, utilizing the format provided by the DSHS Immunization Section and available at https://dshs.texas.gov/immunize/lhd.shtm, by the report due date. If the due date falls on a weekend or state approved holiday, the report is due the next business day.

Report Type	Reporting Period	Report Due Date
Programmatic	09/1/2022 to 11/30/2022	12/31/2022
Programmatic	12/1/2022 to 02/28/2023	03/31/2023
Programmatic	03/1/2023 to 05/30/2023	06/30/2023
Programmatic	06/1/2023 to 08/31/2023	09/30/2023

Submit quarterly reports electronically through an online tool according to the timeframes stated above. DSHS Immunization Section will provide instructions at the beginning of each state fiscal year through CMS. Supplemental report documents (PEAR and AFIX reports, vacancy letters, etc.) should be sent to dshsimmunizationcontracts@dshs.texas.gov.

II. PERFORMANCE MEASURES

A. The System Agency will monitor the Grantee's performance of the requirements in this Attachment A-2 and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

A. Grantee shall request monthly payments using the State of Texas Purchase Voucher (Form B-13) at http://www.dshs.texas.gov/grants/forms.shtm and submitting acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation shall be submitted to System Agency no later than thirty (30) days after the last day of each month. Documentation shall be submitted in a format approved by DSHS Immunization Section.

At a minimum voucher should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;

2. DSHS Contract or Purchase Order number;
3. Dates services were completed and/or products were delivered;
4. The total invoice amount; and
5. DSHS Supporting documentation.

B. Voucher and supporting documentation shall be mailed or submitted by fax or electronic mail to DSHS Claims Processing Unit at the address/number below, and to the Immunization Section at DSHSImmunizationContracts@dshs.texas.gov.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov and to CMSinvoices@dshs.texas.gov

Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B-4, FY 2023 Budget of this Contract.

ATTACHMENT B-4

FY 2023 BUDGET

Organization Name: Hays County Local Health Department

Program ID: IMM/LOCALS

Contract Number: HHS000104800001

Budget Categories	**Budget for FY 2023** September 1, 2022 - August 31, 2023
Personnel	$126,244.00
Fringe	$56,097.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$10,000.00
Other	$0.00
Total Direct	$192,341.00
Indirect	$0.00
Total	**$192,341.00**

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ATTACHMENT F-4

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com ☐☐☐☐☐-☐☐☐☐	**DUNS Number: 9-digits Required** www.sam.gov ☐☐☐☐☐☐☐☐☐
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits ☐☐☐☐☐☐☐☐☐☐☐☐☐☐	

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

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

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

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

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

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

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

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

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

C. Certification Regarding Public Access to Compensation Information.

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

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

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

Provide compensation information here:

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ATTACHMENT H-3
IMMUNIZATION/LOCALS PROGRAM GUIDANCE DOCUMENT
GRANTEE RESPONSIBILITIES

1. PROGRAM & CONTRACT MANAGEMENT

1.1. PROGRAM MANAGEMENT

1.1.01	Implement and operate an Immunization Program as a Responsible Entity	Standard (Universal)
1.1.02	Identify at least one individual to act as the program contact in the following areas: 1. Immunization Program Manager; 2. RE Contract Coordinators; 3. RE School Compliance Coordinators; 4. RE Perinatal Hepatitis B Case Manager; 5. RE Disease Surveillance Coordinators; 6. RE Clinical Coordinators; 7. RE Texas Immunization Registry Coordinators; 8. RE TVFC & ASN Coordinators; and 9. RE Coalition Coordinators	Required Activity
1.1.03	Attend all required trainings for each Area of Work as specified in the Immunization Program Contractor's Guide. Ensure that the Immunization Program Manager and TVFC and ASN Coordinator attend the annual Immunization Unit mandatory in-person meeting	Required Activity
1.1.04	Comply with the DSHS Immunization Contractor's Guide for Local Health Departments which includes all immunization grant objectives and required activities. The Immunization Contractor's Guide is Attachment A of the ILA and will be attached to the executed contract	Standard (Universal)
1.1.05	Annually complete one LHD Deputization Addendum Form (EF11-13999) for all Provider Identification Numbers (PIN) associated with the LHD Grantee to ensure eligibility to provide immunization services to underinsured children	Required Activity
1.1.06	Maintain staffing levels adequate to meet the required activities of this contract and to assure expenditure of all contract funds	Standard (Universal)

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1.1.07	Develop and implement an employee immunization policy for Grantee's immunization program staff according to CDC recommendations	Required Activity
1.1.08	Maintain a record of orientation (new staff) and ongoing training for existing contract-funded staff involved in the provision of immunization services	Required Activity
1.1.09	Inform DSHS (in writing) of any changes (both departures and arrivals) in LHD Medical Director, Immunization Program Manager and all other positions listed under activity 1.1.02 within 30 days of staffing changes	Required Activity
1.1.10	Submit a written notification for contract-funded staff positions that remain vacant more than 90 days	Required Activity
1.1.11	Have a standard method to document all work time spent performing immunization activities for staff who are partially funded with immunization contract funds	Standard (Universal)
1.1.12	Use the results of the community assessment conducted in activity 4.7.01 to review and address an immunization need within the LHD jurisdiction	Suggested Activity

1.2. Program Compliance

1.2.01	Comply with all applicable federal and state regulations and statutes as amended, including, but not limited to: 1. Texas Human Resources Code §42.043; 2. Texas Education Code §§38.001-38.002; 3. Texas Health and Safety Code §§12.032-12.033, 81.023, and 161.001-161.009; 4. Texas Administrative Code (TAC) Title 25, Chapter 97; 5. TAC Title 25, Chapter 96; 6. TAC Title 25, Chapter 100; 7. 42 USC §§247b and 300aa-25; 8. Omnibus Budget Reconciliation Act of 1993; and 9. 26 USC §4980B	Standard (Universal)
1.2.02	Ensure compliance with Health and Human Services (HHS) Deputization Guidance. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractor's Guide for Local Health Departments	Standard (Universal)

1.3. Financial Management

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1.3.01	Agree DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls	Standard (Universal)
1.3.02	Submit monthly invoices with appropriate supplemental documentation and request monthly payments using the State of Texas Purchase Voucher (Form B-13) and in accordance with the DSHS Immunization Contractor's Guide for Local Health Departments	Required Activity
1.3.03	Agree DSHS will pay Grantee on a cost reimbursement basis	Standard (Universal)
1.3.04	Adhere to travel rates set by the State of Texas TexTravel unless the LHD has their own travel policy.	Standard (Universal)
1.3.05	Review monthly contract funding expenditures to ensure that all funds will be properly expended before the end of the contract period	Standard (Universal)
1.3.06	Lapse no more than 5 percent of total funded amount of the contract	Required Activity
1.3.07	Submit requests to move more than 25% of the total contract amount between direct budget categories in writing to the DSHS Contract Management Section (CMS) in Austin and obtain approval before monies can be transferred	Standard (When Applicable)
1.3.08	Expend funds consistently throughout the contract term, approximately 25% per quarter	Suggested Activity

1.4. Contract Management

1.4.01	Initiate the purchase of approved equipment purchases in the first quarter of the Contract term. Requests to purchase previously approved equipment after the first quarter must be submitted to the contract manager. Changes to the approved equipment budget category must be approved by DSHS prior to the purchase of equipment. If a Grantee would like to deviate from the approved equipment budget, a written request to amend the budget is required	Standard (When Applicable)

1.5. Contract Quality Assurance

1.5.01	Participate in remote and on-site technical assistance	Required Activity
1.5.02	Participate in on-site contract evaluation visits	Required Activity

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1.6. CONTRACT ACCOUNTABILITY

1.6.01	Submit Corrective Action Plan (CAP) letter to Public Health Region Program Manager and DSHS Contract Management Section (CMS) within 30 days after the date of the written notification from DSHS CMS of the on-site evaluation findings (if applicable)	Required Activity
1.6.02	Maintain property records for property and equipment funded or property provided by grant funds	Standard (Universal)

1.7. REQUIRED REPORTING

1.7.01	Complete and submit Immunization Inter-Local Agreement (ILA) Quarterly Report and supplemental documents according to the formats, mechanisms, and timeframes specified in the DSHS Immunization Contractor's Guide for Local Health Departments	Required Activity
1.7.02	Report program income (PI) generated as a result of the DSHS immunization contract activities on the quarterly financial status report (FSR)	Required Activity
1.7.03	Ensure all program income (PI) generated as a result of the DSHS immunization contract activities is expended in accordance with the DSHS Immunization Contractor's Guide for Local Health Departments	Standard (Universal)
1.7.04	Submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter for review and financial assessment. Submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term	Required Activity

2. FACILITY IMMUNIZATION ASSESSMENTS

2.1. CHILDCARE & SCHOOL COMPLIANCE

2.1.01	Assess compliance with vaccine requirements at assigned schools and childcare facilities	Standard (Universal)
2.1.02	Complete 100% of assigned childcare facility audits/assessments. By July 15 of contract year, local health department staff will complete 100% of assigned childcare audits and submit into the Child Health Reporting System (CHRS)	Required Activity

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2.1.03	Complete 100% of assigned public and private school audits, assessments, and/or validation/retrospective surveys in accordance with the DSHS Immunization Contractor's Guide for Local Health Departments by June 15 of contract year, local health department staff will complete 100% of assigned school audits and submit electronically (Alchemer, possibly via email)	Required Activity

2.2. Childcare & School Compliance QA

2.2.01	Provide education to school and childcare facilities with high provisional, delinquency, and/or exemption rates at time of audit or when noncompliant records are identified. Report education provided to school or childcare staff in accordance with the DSHS Immunization Contractor's Guide for Local Health Departments	Required Activity
2.2.02	Provide feedback to DSHS ACE Group regarding trends/issues for vaccine requirements in accordance with the DSHS Immunization Contractor's Guide for Local Health Departments	Required Activity
2.2.03	Contact schools/districts to remind them to report during the Annual School Survey reporting period in accordance with the DSHS Immunization Contractor's Guide for Local Health Departments	Required Activity

2.3. First Responder Immunization Assessments

2.3.01	Educate and inform first responder facilities on the use of the Texas Immunization Registry to assess first responder immunization records and forecast any future immunization needs. Use the First Responder Immunization Toolkit (FRIT) to drive these activities	Suggested Activity

3. MANAGING TVFC AND ASN PROVIDERS

3.1. Provider Recruitment

3.1.01	Recruit additional TVFC providers to administer vaccines to program-eligible populations. The goal is to increase each local health department's provider enrollment by 5%	Suggested Activity

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3.1.02	Ensure New Enrollment Checklist (11-15016) is completed for all clinics that join the TVFC/ASN Program	Required Activity
3.1.03	Collaborate with medical societies and/or local health provider organizations to identify providers to recruit and enroll	Suggested Activity

3.2. PROVIDER RETENTION

3.2.01	Sustain a network (through re-enrollment) of TVFC providers to administer vaccines to program-eligible populations	Required Activity
3.2.02	Promote TVFC and ASN Provider achievements: - Implement incentives for provider sites that reach vaccination coverage rate goals; and - Implement incentives to recognize sites during national observances (i.e. NIIW, NIAM, and NIVW)	Suggested Activity

3.3. PROVIDER EDUCATION

3.3.01	Provide a training for TVFC and ASN providers within the LHD Grantee's jurisdiction on the policies outlined in the TVFC and ASN Provider Manual and recommended procedures for implementing them. These include: - procedures for following storage and handling guidelines; - procedures for vaccine management; - procedures for using the DSHS vaccine management system (VAOS); - procedures for vaccine borrowing; - procedures for other compliance guidelines; - appropriate reporting of vaccine adverse events; - appropriate routine and emergency vaccine storage and handling plans; and - meeting the federal requirement that the most current Vaccine Information Statements (VIS) available at https://www.cdc.gov/vaccines/hcp/vis/index.html distributed to patients prior to patient vaccination	Suggested Activity

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3.3.02	Notify providers of TVFC and ASN updates and changes to program policies and procedures. Notify TVFC/ASN providers of the following: - CDC and DSHS Announcements; - TVFC/ASN Trainings; - Vaccine storage and handling policy updates; - Vaccine ordering changes; and - Vaccine choice	Standard (Universal)
3.3.03	Educate and assist TVFC and ASN providers on a quarterly basis with Provider Choice, as necessary	Standard (Universal)
3.3.04	Inform TVFC and ASN providers of the most up-to-date, DSHS-produced immunization information for their offices	Standard (Universal)
3.3.05	Identify TVFC and ASN providers experiencing high volumes of vaccine loss and develop process improvements/trainings aimed at reducing the amount of vaccine loss (including wasted and expired) in their clinics	Required Activity

3.4. PROVIDER VACCINE MANAGEMENT

3.4.01	Utilize the DSHS Vaccine Allocation and Ordering System (VAOS) reports and other provider submitted reports to perform 100% of quality assurance reviews on the following TVFC and ASN: - monthly biological reports (doses administered and current inventory); - vaccine orders; - temperature log; and - clinic hours of operation from TVFC and ASN providers in LHD Grantee's jurisdiction. Address all issues identified during review	Required Activity
3.4.02	Transfer vaccines that cannot be stored within provider offices (ex. accidental large orders) and vaccines approaching expiration between providers in LHD Grantee's jurisdiction for immediate use	Standard (Universal)

3.4.03	Ensure provider participation in vaccine ordering and inventory management using the Vaccine Allocation and Ordering System (VAOS): - Educate providers regarding vaccine ordering policies; and - Train providers to use VAOS for inventory and order entry	Standard (Universal)
3.4.04	Assist TVFC and ASN providers in LHD Grantee's jurisdiction on the maintenance of appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractor's Guide for Local Health Departments and the current TVFC and ASN Program Operations Manual for Responsible Entities	Standard (Universal)
3.4.05	Train TVFC and ASN providers within LHD Grantee's jurisdiction to ensure that expired and spoiled/wasted vaccines are appropriately identified and entered into the Vaccine Allocation and Ordering System (VAOS). Train providers to complete returns to CDC's centralized distributor within six months of product expiration	Standard (Universal)
3.4.06	Ensure that 100% of TVFC providers within the LHD Grantee's jurisdiction complete the annual influenza pre-book survey	Required Activity

3.5. PROVIDER QUALITY ASSURANCE

3.5.01	Utilize the CDC Provider Education Assessment and Reporting (PEAR) system and CDC Immunization Quality Improvement for Providers (IQIP) database to document TVFC compliance and IQIP site visits for all subcontracted clinics and non-LHD Grantee's clinics (as applicable)	Required Activity
3.5.02	Utilize the CDC PEAR system and directly enter data into PEAR to document TVFC unannounced storage and handling visits to a minimum of 10% of providers within the LHD Grantee's jurisdiction	Required Activity
3.5.03	Utilize the CDC PEAR system and directly enter data into PEAR to document TVFC Unannounced Storage and Handling Visits, Compliance Visits and other visits conducted at TVFC provider offices	Required Activity
3.5.04	Complete and document 100% of the follow-up activities for TVFC quality assurance visits within required timeframes	Required Activity

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3.5.05	Utilize Texas Immunization Registry or DSHS-provided coverage rates to assess immunization practices and coverage rates for all subcontracted entities and non-LHD Grantee's clinics (as applicable)	Required Activity
3.5.06	Review 100% of re-enrollment applications from TVFC and ASN providers in your jurisdiction by the DSHS specified deadline	Required Activity
3.5.07	Ensure that expired, wasted, and unaccounted-for vaccines (excluding flu) do not exceed 5% in TVFC provider clinics within the LHD Grantee's jurisdiction	Standard (Universal)
3.5.08	Review monthly reports to ensure data quality. This includes: - Identify sites that have not administered or ordered vaccine in the previous six months. Conduct a discussion and develop a plan of action; - Identify sites that are suspended to ensure 90 days is not exceeded; and - Ensure enrollment and withdrawal forms are submitted correctly and on time to the PHR staff	Required Activity
3.5.09	Review submitted reports to ensure data quality. This includes: - Quarterly, review 25% of enrolled sites to ensure contacts are listed correctly in Syntropi; and - Quarterly, review 25% of enrolled sites and provide education for the Vaccine borrowing and Vaccine transfer forms	Suggested Activity
3.5.10	Review monthly data logger reports for 25% of providers in LHD Grantee's jurisdiction to validate the accuracy of provider-submitted monthly temperature reporting forms	Suggested Activity
3.5.11	Review monthly data logger reports to validate the accuracy of provider-submitted monthly temperature reporting forms for all providers within LHD Grantee's jurisdiction who experience a vaccine loss as a result of temperature excursions	Standard (Conditional)
3.5.12	Conduct a monthly review of 10% of randomly selected providers in LHD Grantee's jurisdiction to identify vaccine loss report forms that were completed in VAOS but were not submitted	Suggested Activity
3.5.13	Conduct a quarterly review of 25% of providers in LHD Grantee's jurisdiction to identify those that have adjusted more than 10% of their vaccine inventory	Suggested Activity
3.5.14	Conduct a quarterly review of 25% of providers in LHD Grantee's jurisdiction to ensure the reported patient population matches the number of doses ordered	Suggested Activity

3.5.15	Utilize the CDC IQIP database and directly enter data to document IQIP follow-ups visits conducted at TVFC provider offices	Required Activity

3.6. PROVIDER ACCOUNTABILITY

3.6.01	Track, report and follow up on vaccine fraud and abuse cases	Standard (Universal)
3.6.02	Complete program evaluation activities with TVFC and ASN providers to address issues identified as noncompliance issues For all TVFC providers, document corrective action plans in the CDC PEAR system as a contact	Required Activity

3.7. RE STAFF EDUCATION

3.7.01	Train LHD Grantee's staff to follow the policies and procedures outlined in the TVFC & ASN Program Operations Manual for Responsible Entities. Provide training on TVFC and ASN requirements and updates (as described in the TVFC & ASN Program Operations Manual for Responsible Entities) annually at a minimum	Required Activity
3.7.02	For personnel identified by DSHS, attend and/or complete the following trainings: - CDC Immunization Trainings; - TVFC/ASN Annual Trainings; - Annual Responsible Entity Training; and - Public Health Region (PHR) Trainings	Required Activity
3.7.03	Ensure that the TVFC & ASN Coordinator conducts quality assurance on 10% of the temperature recording logs that were reviewed by their staff each quarter	Suggested Activity

3.8. RE COMPLIANCE

3.8.01	Comply with the current DSHS Immunization Contractor's Guide for Local Health Departments and the TVFC and ASN Operations Manual for Responsible Entities	Standard (Universal)
3.8.02	Receive regional approval for any vaccine transfers and document those transfers in VAOS within 24 hours of the transfer occurring	Standard (Universal)

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3.8.03	Address general inquiries by providers about the TVFC/ASN Program, and ensure timely follow-up on requests for information	Standard (Universal)
3.8.04	Ensure that providers within LHD Grantee's jurisdiction are adhering to the vaccine borrowing procedures outlined in the TVFC and ASN Provider Manual Report the number of borrowing forms submitted by quarter in the Immunization Inter-Local Agreement (ILA) Quarterly Report	Required Activity

3.9. RE EMERGENCY RESPONSE

3.9.01	Communicate the importance of an Emergency Vaccine Storage and Handling Plan to all clinics in the LHD Grantee's jurisdiction. Provide technical assistance to support the successful activation of each clinic's *Emergency Vaccine Storage and Handling Plan*	Standard (Universal)
3.9.02	Transfer, accept, and store TVFC and ASN vaccines from clinics in the LHD Grantee's jurisdiction if there is a failure in the clinic's *Emergency Vaccine Storage and Handling Plan*	Standard (Universal)
3.9.03	Be prepared to pack and ship vaccine to other sites, as directed by the DSHS Immunization Unit	Required Activity

4. EPIDEMIOLOGY & SURVEILLANCE

4.1. PERINATAL HEPATITIS B CASE IDENTIFICATION

4.1.01	Conduct identification and case management of perinatal hepatitis B cases	Standard (Universal)
4.1.02	Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or HBIG and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and HBIG within 12 hours of birth	Required Activity
4.1.03	Ensure timely follow-up and reporting of case status of possible moms as reported by DSHS within 2 weeks of receipt of report	Required Activity

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4.2. Perinatal Hepatitis B Case Management

4.2.01	Contact and provide case management to 100% of hepatitis B surface antigen-positive pregnant women identified, along with their infants and contacts	Required Activity

4.3. Perinatal Hepatitis B Reporting

4.3.01	For all cases documented as 'lost-to-follow-up' on the Perinatal Hepatitis B case management form, report the number and types of attempted activities performed in locating the mother or guardian of the infant to the DSHS Immunization Unit on the Perinatal Hepatitis B case management form	Required Activity

4.4. Perinatal Hepatitis B Education

4.4.01	Require Perinatal Hepatitis B Case Manager to attend the biannual conference	Required Activity
4.4.02	Conduct educational training for hospitals, prenatal care providers, pediatricians, birthing facilities, and other healthcare providers/facilities within the Grantee's jurisdiction, to increase identification, timely reporting, and appropriate case management of pregnant woman with hepatitis and their infants and contacts.	Required Activity
4.4.03	Work with partners, as appropriate, to ensure coordination of activities aimed at preventing perinatal hepatitis B transmission	Standard (Universal)

4.5. Disease Surveillance

4.5.01	Complete investigation and document at least 90% of confirmed or probable reportable vaccine-preventable disease (VPD) cases within thirty (30) days of initial report to public health	Required Activity
4.5.02	Adhere to the DSHS Emerging and Acute Infectious Disease Guidelines and current Epi Case Criteria Guide in conducting all activities	Standard (Universal)

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4.5.03	Ensure all new VPD surveillance staff attend 'Introduction to NBS' training and complete the certification process in order to gain access to the NBS system	Required Activity
4.5.04	Complete all data entry into the Texas National Electronic Disease Surveillance System (NEDSS) Base System (NBS) following the NBS Data Entry Guidelines	Standard (Universal)
4.5.05	Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) generated through NBS in a timely fashion	Standard (Universal)
4.5.06	Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history can be assessed through the Texas Immunization Registry, provider offices, school records, and/or patient records	Required Activity
4.5.07	Initiate vaccine-based disease control activities by identifying population in need of a vaccination response and requesting vaccination services for that population by contacting the DSHS Vaccine-Preventable Disease (VPD) Surveillance Team Lead	Standard (Universal)

4.6. Disease Surveillance Education

4.6.01	Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements	Suggested Activity

4.7. Needs Assessment

4.7.01	Conduct a community needs assessment to identify gaps in coverage rates or “pockets of need” for immunization activities. • Select an area of focus from the list of measurements provided in the Metrix or obtain approval from Immunization Unit epis for an alternate area of focus. • Create an assessment plan, collect data, gather stakeholder feedback, and analyze the information	Required Activity
4.7.02	Design an intervention to address the need identified in 4.7.01	Suggested Activity

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5. PROVIDING A VACCINE SAFETY NET

5.1. CLINIC ENROLLMENT

5.1.01	Enroll all eligible LHD clinics into the TVFC and ASN Programs as providers	Required Activity
5.1.02	Provide immunization services according to national standards for immunization practices for infants, children, adolescents, adults, and healthcare workers. LHD clinics will comply with the National Childhood Vaccine Injury Act of 1986	Standard (Universal)

5.2. CLINIC STAFF TRAINING

5.2.01	Train all clinic staff on the policies outlined in the TVFC and ASN Provider Manual and LHD procedures for implementing them. These include: - procedures for following storage and handling guidelines; - procedures for vaccine management; and - procedures for using the DSHS vaccine management system (VAOS) procedures for other compliance guidelines	Required Activity
5.2.02	Develop clinic staff education requirements. Ensure that persons who administer vaccines and staff that are involved in the vaccine administration process (including those who screen immunization records and administer vaccines) to follow Advisory Committee on Immunization Practices (ACIP) standards for children and adults and are knowledgeable on immunizations and immunization practices This can be accomplished by having staff complete the most current CDC Pink Book (Epidemiology and the Prevention of Vaccine Preventable Diseases) training and appropriate Vaccine Education Online (VEO) modules	Required Activity
5.2.03	Develop eligibility screening and documentation policy for all LHD clinics. Provide training to all staff on appropriate screening and documentation for TVFC eligibility to ensure TVFC vaccine is administered only to TVFC-eligible children. Implement policy and plan for routine adherence to eligibility policies	Required Activity

5.2.04	Develop and implement a policy on the use of the Texas Immunization Registry. Train LHD staff on conducting client searches in the Texas Immunization Registry and how to effectively enter client demographic and immunization information	Required Activity

5.3. Clinic Immunization Practices

5.3.01	Comply with current applicable state and federal standards, policies and guidelines for clinics	Standard (Universal)
5.3.02	Provide vaccines regardless of residency or ability to pay	Standard (Universal)
5.3.03	Adhere to clinical records retention schedule	Standard (Universal)
5.3.04	Explain the benefits of a “medical home” and assist the parent/guardian in obtaining or identifying the child’s medical home	Standard (Universal)
5.3.05	Discuss the next ACIP-recommended vaccines and refer the client to a medical home to complete the vaccination series	Standard (Universal)
5.3.06	Maintain a list of current providers within the LHD’s jurisdiction who accept children on Medicaid or CHIP and make this list available to clinic clients and families as needed	Standard (Universal)
5.3.07	Refer uninsured clients to Medicaid or the Children’s Health Insurance Program (CHIP) as appropriate	Standard (Universal)
5.3.08	Ensure that all ACIP-recommended vaccines are routinely available and offered to TVFC patients	Standard (Universal)
5.3.09	Ensure that all vaccines listed on the ASN vaccine formulary are available and offered to eligible adult patients	Standard (Universal)
5.3.10	Establish “standing orders” for vaccination in LHD Grantee’s clinics that are consistent with legal requirements for standing orders (including, but not limited to, those found in the Texas Medical Practice Act)	Required Activity
5.3.11	Search for the client's immunization history at every client encounter. Compare all immunization histories (Texas Immunization Registry, TWICES or EMR system, validated patient-held records, clinic medical record) and enter into the Texas Immunization Registry all historical immunizations not in the Registry at every client encounter. Review the client’s record for vaccines due and overdue according to the CDC recommended schedules at: https://www.cdc.gov/vaccines/schedules/index.html	Standard (Universal)

5.3.12	Offer updated Immunization History Report to the client or client's parent or guardian at every client encounter	Standard (Universal)
5.3.13	Follow and explain recommended guidelines for obtaining and submitting ImmTrac2 consent forms according to the instructions found at http://www.dshs.texas.gov/immunize/immtrac/forms.shtm	Standard (Universal)
5.3.14	Report to the Texas Immunization Registry all immunizations administered to consented children (younger than 18 years of age) and consented adults in LHD Grantee's clinics, either by entering data directly into the Registry or through electronic data exchange via TWICES or an electronic medical record (EMR) system	Standard (Universal)
5.3.15	Verbally and with DSHS-produced literature, inform parents at LHD Grantee's clinics about the Texas Immunization Registry, the benefits of inclusion in the Registry, and the importance of maintaining a complete immunization history in the Registry	Standard (Universal)
5.3.16	Update all demographic information, including address, email, and telephone number, at every client encounter in EMR and the Texas Immunization Registry	Standard (Universal)
5.3.17	Verbally educate patients and parents/guardians about the benefits and risks of vaccination and distribute DSHS educational materials, as applicable, as part of this conversation	Standard (Universal)
5.3.18	Follow only medically supportable contraindications to vaccination	Standard (Universal)
5.3.19	Provide immunization services at times other than 8 am to 5 pm, Monday through Friday, at least once per month	Required Activity
5.3.20	Institute infection control practices, including effective hand washing and management of hazardous waste	Standard (Universal)
5.3.21	Maintain confidentiality of client information	Standard (Universal)
5.3.22	Recommend the simultaneous administration of all needed vaccines for the patient	Standard (Universal)
5.3.23	Implement clinic policy on screening and documentation of eligibility for TVFC vaccines. The policy must be consistent with the TVFC requirements outlined in the current TVFC and ASN Provider Manual	Standard (Universal)
5.3.24	Participate in public health emergencies and exercises that may require vaccine administration to the public or first responders	Suggested Activity

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5.3.25	Conduct outreach activities to raise the immunization coverage levels of uninsured adults by visiting sites such as homeless shelters, halfway houses, day labor sites or other locations	Suggested Activity
5.3.26	Coordinate with community vaccinators to conduct annual employee-based vaccination clinics for influenza vaccine administration	Suggested Activity

5.4. Clinic Vaccine Management

5.4.01	Ensure that all expired and spoiled/wasted vaccines are appropriately identified and entered into the Vaccine Allocation and Ordering System (VAOS) for the LHD Grantee's clinics	Required Activity
5.4.02	Submit returns for all vaccines distributed via CDC's centralized distributor back to the centralized distributor for returns processing	Standard (Universal)

5.5. Clinic Quality Assurance

5.5.01	Ensure that appropriate routine and emergency vaccine storage and handling plans are in place at each of the LHD Grantee clinic locations	Required Activity
5.5.02	Ensure that expired, wasted, and unaccounted-for vaccines (excluding flu) do not exceed 5 percent in LHD Grantee's clinics	Standard (Universal)

5.6. Clinic Reporting

5.6.01	Conduct timely reporting of monthly clinic activities by recording vaccine inventory, doses administered, temperature logs and other reportable activities by the 5th of each month as described in the TVFC/ASN Provider Manual	Required Activity
5.6.02	Report all notifiable conditions as specified in the DSHS Immunization Contractor's Guide for Local Health Departments	Standard (Universal)
5.6.03	Report all vaccine adverse events as specified in the DSHS Immunization Contractor's Guide for Local Health Departments	Standard (Universal)

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5.6.04	Report the number of unduplicated underinsured clients and the number of doses administered to underinsured children monthly as specified in the DSHS Immunization Contractor's Guide for Local Health Departments	Required Activity
5.6.05	Conduct monthly reporting of doses administered to women veterans, as required in the ASN Program	Required Activity

6. INCREASING USE OF THE TEXAS IMMUNIZATION REGISTRY

6.1. TEXAS IMMUNIZATION REGISTRY OUTREACH FOR IMMUNIZATION RECORDS

6.1.01	Conduct Texas Immunization Registry outreach to organizations regarding missing vaccinations for children and adults for whom consent has been granted but who do not have complete immunization records	Suggested Activity

6.2. TEXAS IMMUNIZATION REGISTRY OUTREACH FOR PATIENT CONSENTS

6.2.01	Conduct activities aimed at increasing the consent rate for all age groups, including adults and individuals identified as recently moved in-state	Suggested Activity
6.2.02	Conduct at least twelve (12) outreach and educational activities focused on 18-year-olds in high schools and colleges/universities in LHD Grantee's jurisdiction	Required Activity

6.3. TEXAS IMMUNIZATION REGISTRY OUTREACH TO USERS

6.3.01	Conduct outreach to existing Registry users who have not logged into the Registry in the last 90 days	Required Activity
6.3.02	Provide orientation to all new Texas Immunization Registry organizations within the LHD Grantee's jurisdiction at least once a year and maintain documentation of all technical assistance provided (e.g., telephone logs) Provide education and training on the effective use of the Texas Immunization Registry according to the Guidelines for Increasing the Use of the Texas Immunization Registry Identify and assist newly registered providers and new users reporting to the Texas Immunization Registry	Suggested Activity

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6.4. TEXAS IMMUNIZATION REGISTRY USER EDUCATION

6.4.01	Provide education, training, and technical assistance to promote the effective use of the Texas Immunization Registry by organizations	Suggested Activity
6.4.02	Identify and assist providers to establish electronic affirmation of consent	Required Activity

6.5. TEXAS IMMUNIZATION REGISTRY PROMOTION

6.5.01	Promote the use of the Texas Immunization Registry to organizations within the LHD Grantee's jurisdiction that are not currently enrolled in the Registry. Identify all providers who administer vaccine in awardee's jurisdiction, including both pediatric and adult immunization providers. Educate them on their statutory requirement to report immunizations and on the enrollment process	Required Activity
6.5.02	Provide education and technical assistance to birth registrars on the effective use of the Texas Immunization Registry	Suggested Activity
6.5.03	Collaborate with prenatal healthcare providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about the Texas Immunization Registry and the benefits of participation. This includes the dissemination of DSHS educational materials as appropriate	Suggested Activity

6.6. TEXAS IMMUNIZATION REGISTRY PROGRAM QUALITY IMPROVEMENT

6.6.01	Review the monthly Provider Activity Report (PAR) to identify organizations who are inactive or not routinely submitting immunization data or adding consented clients. Prioritize these organizations for outreach activities	Required Activity
6.6.02	Review the quarterly Consent Accepted Rate Evaluation (CARE) report to target organizations with largest client volume and/or lowest consent acceptance rate. Prioritize these organizations for outreach activities	Required Activity

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6.6.03	Conduct a minimum of 60 Texas Immunization Registry organization quality improvement assessments per FTE each year as described in the Guidelines for Increasing the Use of the Texas Immunization Registry. (For jurisdictions with less than 60 orgs, conduct quality improvement assessment visits to 100% of your orgs)	Required Activity

7. EDUCATION AND PARTNERSHIPS

7.1 PUBLIC EDUCATION

7.1.01	Inform and educate the public about vaccines and vaccine-preventable diseases	Required Activity
7.1.02	Inform the general public about the TVFC and ASN Programs and the eligibility criteria for qualifying for the programs	Required Activity

7.2 PROVIDER EDUCATION

7.2.01	Educate and update providers on the most current ACIP recommendations for all age groups	Suggested Activity
7.2.02	Inform and highly recommend to the medical community and local providers within the LHD Grantee's jurisdiction the most current Centers for Disease Control and Prevention (CDC) Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC) training (https://www.cdc.gov/vaccines/ed/webinar-epv/index.html). The most current "Pink Book," titled Epidemiology and Prevention of Vaccine-Preventable Diseases, can be found on the CDC website at http://www.cdc.gov/vaccines/pubs/pinkbook/index.html	Suggested Activity
7.2.03	Provide information to community healthcare employers (hospitals, clinics, doctor offices, long-term care facilities) about the importance of vaccination of healthcare workers	Suggested Activity
7.2.04	Provide training relating to Standards for Child and Adolescent Immunization Practices and Standards for Adult Immunization Practices to all immunization providers within LHD Grantee's jurisdiction	Suggested Activity

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7.2.05	Provide training opportunities and/or resources to assist immunization providers in communicating with patients and/or parents (e.g., making a strong recommendation, addressing vaccine hesitancy, etc.)	Required Activity

7.3 Staff Education

7.3.01	Work to ensure that all Immunization Program Grantee staff are knowledgeable about vaccines and VPDs	Standard (Universal)
7.3.02	Develop and implement a written communications and customer service plan for Grantee's staff to ensure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis	Required Activity
7.3.03	Educate healthcare workers on the importance of keeping themselves up-to-date with the vaccine schedule	Required Activity

7.4 Coalition Building

7.4.01	Appoint an immunization coalition coordinator	Required Activity
7.4.02	Attend and participate in required coalition trainings sponsored by DSHS	Required Activity
7.4.03	Develop and maintain a planning group with the goal of sustaining a coalition	Suggested Activity
7.4.04	Engage and recruit community groups and immunization stakeholders into a coalition	Suggested Activity
7.4.05	Facilitate and host coalition meetings	Suggested Activity
7.4.06	Participate in monthly calls to provide updates on coalition collaboration activities	Required Activity
7.4.07	Provide signed letters of agreement and other documentation of commitment to participate in coalition	Suggested Activity
7.4.08	Document communications, group meetings, and planning of activities that promote the best practices identified in contract agreement (documents are to be accessible during site visits)	Required Activity

7.5 Community Partnership

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7.5.01	Plan and implement community education activities and partnerships aimed at improving and sustaining immunization coverage levels	Required Activity
7.5.02	Conduct outreach and collaborative activities with American Indian tribes, if applicable	Required Activity
7.5.03	Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members, if applicable	Required Activity
7.5.04	Coordinate educational and other activities with local Women, Infants, and Children (WIC) programs to ensure that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the Standards for Child and Adolescent Immunization Practices	Suggested Activity
7.5.05	Offer educational opportunities to all WIC Programs in the service area, including information about online and satellite-broadcast continuing education opportunities from the CDC Continuing Education website at https://www.cdc.gov/vaccines/ed/index.html	Suggested Activity
7.5.06	Engage in education and partnerships aimed at reducing or eliminating coverage disparities by race, ethnicity, and socioeconomic status	Required Activity
7.5.07	Maintain a contact list of providers, hospitals, schools, child-care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases	Required Activity
7.5.08	Participate in special initiatives as directed by the DSHS Immunization Unit	Required Activity
7.5.09	Implement the DSHS Immunization Ambassador Program throughout Grantee's jurisdiction	Required Activity

7.6 STAKEHOLDER ENGAGEMENT

7.6.01	Attend all Texas Immunizers and Stakeholders Working Groups (TISWG) and other designated stakeholder meetings (these meetings can be attended remotely)	Required Activity
7.6.02	Host at least 1 immunization stakeholder meeting per quarter (4 per contract year)	Suggested Activity

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7.7 MEDIA CAMPAIGNS

7.7.01	Distribute ASN information and educational materials at venues and clinics that serve eligible adults	Required Activity
7.7.02	Distribute TVFC information and educational materials at venues that parents of TVFC-eligible children might frequent	Required Activity
7.7.03	Participate, when directed, in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers	Required Activity
7.7.04	Promote www.ImmunizeTexas.com, the Immunization Unit's website; and any other Immunization Unit newsletters to providers in the LHD Grantee's jurisdiction	Required Activity
7.7.05	Use national immunization observances as opportunities to conduct specific education and promotional activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Awareness Month (NIAM), and National Influenza Immunization Week (NIIW)	Required Activity
7.7.06	Share available federal, state, and/or local adolescent vaccination coverage and/or vaccine-uptake-related data with partner organizations, adolescent immunization providers, and other stakeholders	Required Activity

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CMS.InternalRouting@dshs.texas.gov
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Record Tracking

Status: Original
4/29/2022 12:50:53 PM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Judge Ruben Becerra judge.becerra@co.hays.tx.us Hays County Judge Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/31/2022 2:31:42 PM ID: f142edcd-a78d-473b-ae6e-5b498290299c		Sent: 4/29/2022 12:54:07 PM Resent: 4/29/2022 12:55:17 PM
Helen Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/29/2022 11:23:50 AM ID: 5b200a9d-7cad-4898-9f4b-499594f28246		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/29/2022 1:03:47 PM ID: 08c6d2d6-0071-451b-96dc-ea8727449364		
Kirk Cole kirk.cole@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/26/2022 4:11:42 PM ID: b363cf52-e48b-4962-b8a6-5e7ae9c9dbc6		

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
Lindsay McClune lindsay.mcclune@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/29/2022 12:54:07 PM Viewed: 4/29/2022 1:46:55 PM
CMS Internal Routing cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Holly Zoerner holly.zoerner@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2022 12:54:07 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.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	SHELL

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2022-4751-UTL	Mathias Lane (Road Cut)	Goforth SUD (Water)
TRN-2022-4773-UTL	Francis Harris Lane (Bore)	Oasis Pipeline (Gas)
TRN-2022-4780-UTL	Green Acres Dr (Trench)	Wimberly WSC (Water)
TRN-2022-4781-UTL	Yarrington Road (Bore)	PEC (Electric)
TRN-2022-4797-UTL	FM 110 (Trench)	Alliance RWA (Water)
TRN-2021-5216-UTL	Creek Road (Overhead)	Frontier (Comm.)

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 4/11/2022 .

Utility Company Information:

Name: Goforth Special Utility District
Address: TX
Phone: 5127872742
Contact Name: Billy

Engineer / Contractor Information:

Name: JL Gray Construction
Address: 408 Fannin Round Rock TX 78664
Phone: 5129645599
Contact Name: Major Davenport

Hays County Information:

Utility Permit Number: TRN-2022-4751-UTL
Type of Utility Service: Water Line
Project Description:
Road Name(s): Mathias Lane/ Globe Mallow Circle, , , , , ,
Subdivision:
Commissioner Precinct:

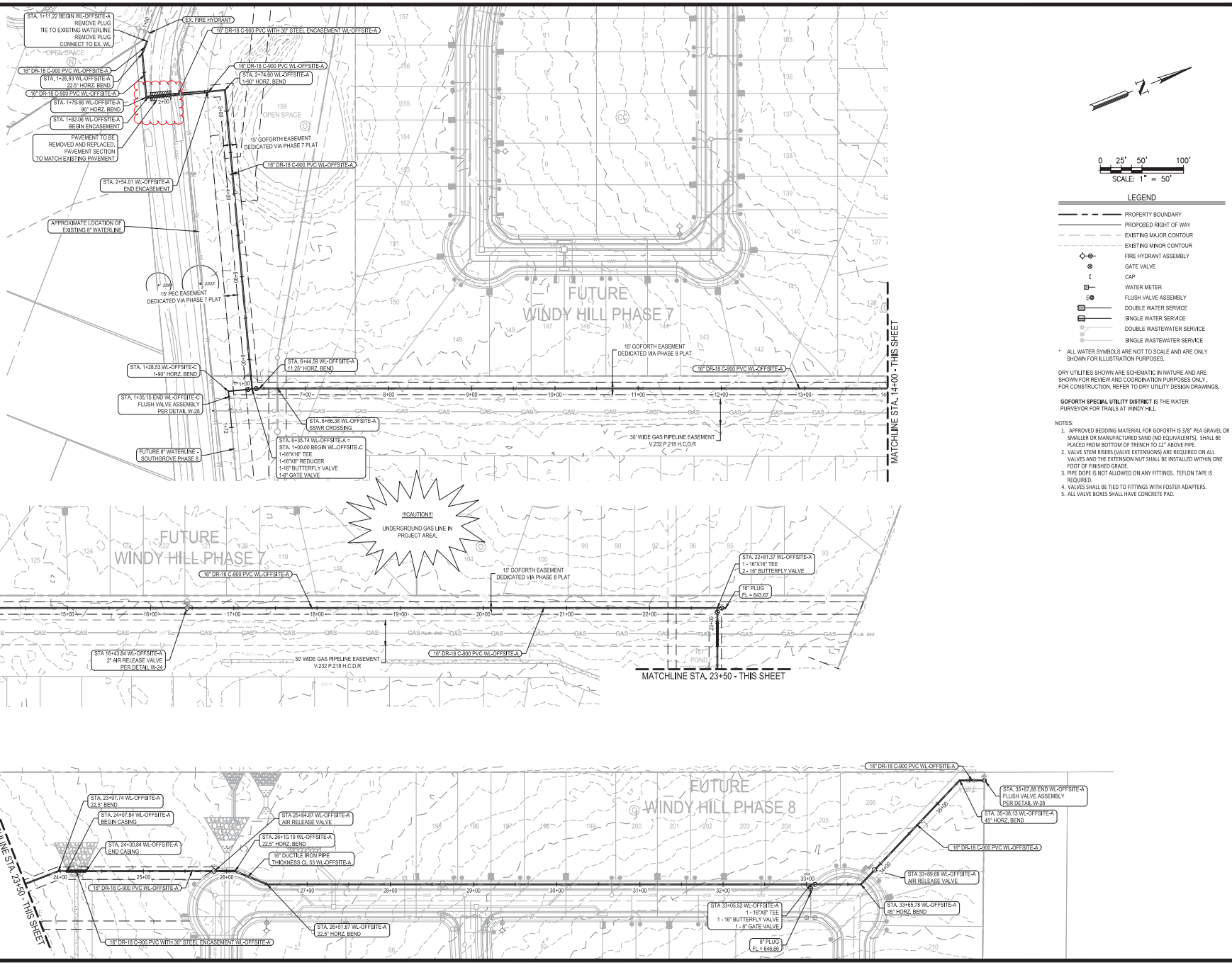
What type of cut(s) will you be using ? ☐ Boring ☒ Trenching ☐ Overhead ☐ N/A

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

05/04/2022

Signature | Title | Date

Imagery ©2022 CAPCOG, Maxar Technologies, USDA/FPAC/GEO, Map data ©2022 100 ft



						APP.
					DATE	
				DESCRIPTION		
△	△	△	△	△	REV.	

DESIGNED BY: EU
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE
BROWN & GAY ENGINEERS, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TEXAS 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.brwngay.com

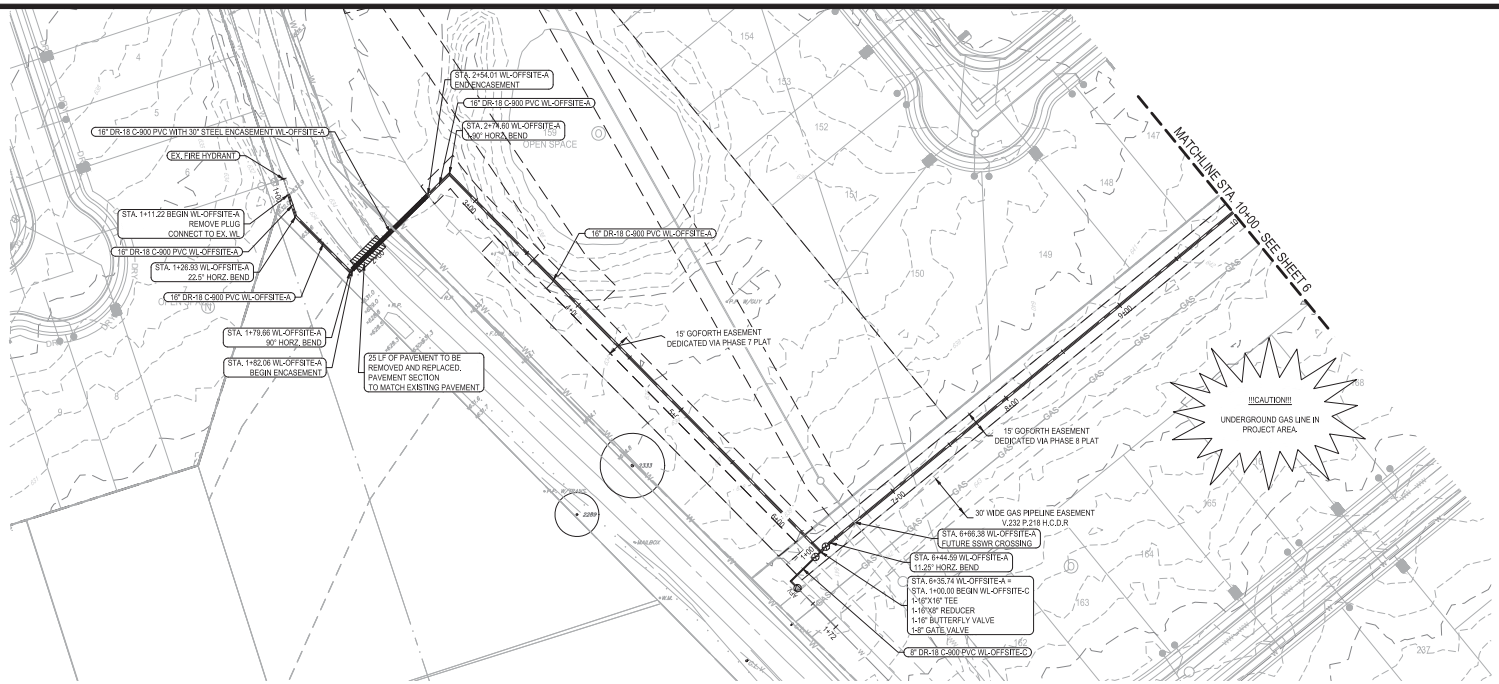
KY-TEX OFFSITE WATERLINE EXTENSION
KYLE, TEXAS

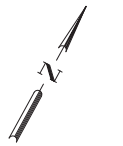
OVERALL WATER PLAN

SUBMITTAL DATE: 09-28-2021

SHEET
4 OF 12

G:\TX\C\Projects\DR\Horizon\7231-00_Windy_Hills_Ph3\03_CADD\01_Sits\KY-TEX OFFSITE WATER\03-SP-WATR-OVALAY-TEX.dwg Layout: OVERALL WATER PLAN Plotted: 11/12/2021 12:03:43 PM





LEGEND

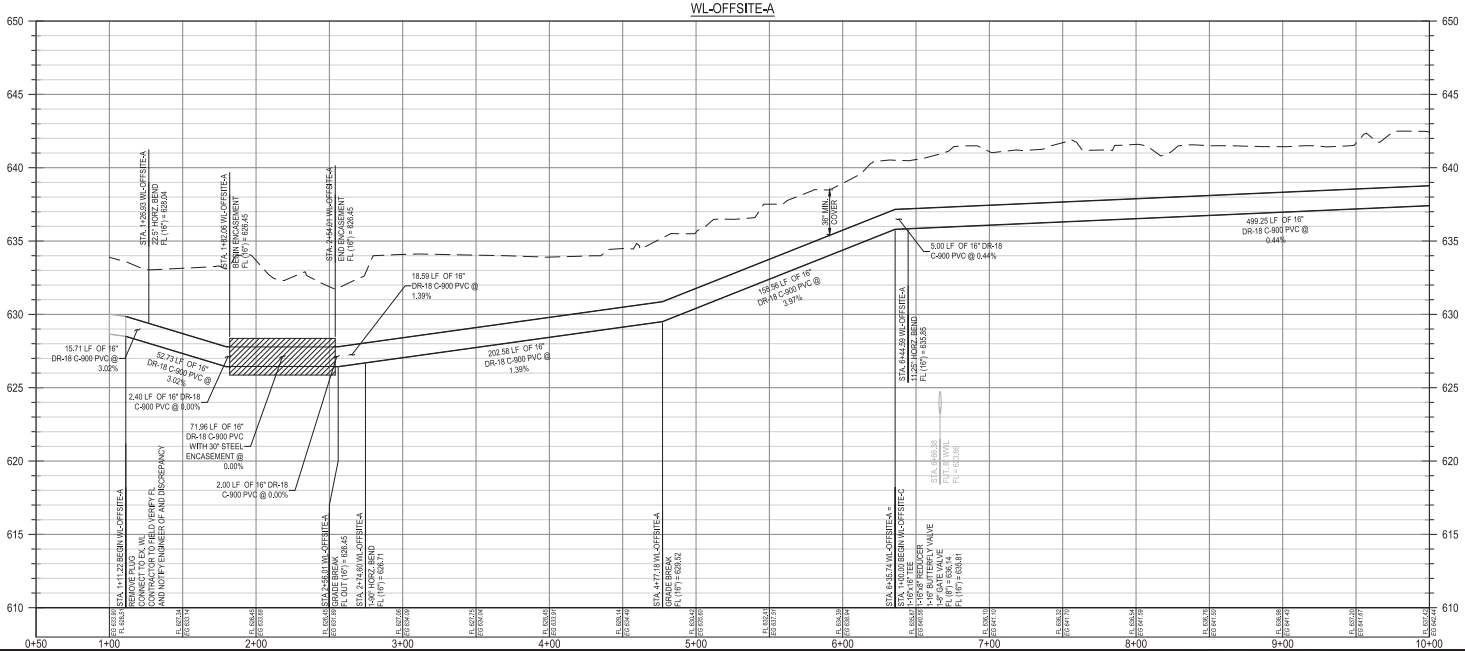
- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FIRE HYDRANT ASSEMBLY
- GATE VALVE
- CAP
- WATER METER
- FLUSH VALVE ASSEMBLY
- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- DOUBLE WASTEWATER SERVICE
- SINGLE WASTEWATER SERVICE

* ALL WATER SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

DRY UTILITIES SHOWN ARE SCHEMATIC IN NATURE AND ARE SHOWN FOR REVIEW AND COORDINATION PURPOSES ONLY. FOR CONSTRUCTION, REFER TO DRY UTILITY DESIGN DRAWINGS.

GOFORTH SPECIAL UTILITY DISTRICT IS THE WATER PURVEYOR FOR TRAILS AT WINDY HILL.

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



PROFILE LEGEND

- FINISHED GRADE
- SUBGRADE
- EXISTING GRADE
- PROPOSED WATER LINE
- FIRE HYDRANT
- GATE VALVE
- METER
- AIR RELEASE VALVE
- AUTO FLUSHING VALVE
- CAP

* ALL WATER SYMBOLS ARE NOT TO SCALE AND ARE ONLY SHOWN FOR ILLUSTRATION PURPOSES.

NO.	DESCRIPTION	DATE	APP.

DESIGNED BY: EU
REVIEWED BY: TMH
DRAWN BY: DAZ

BGE
BROWN & GAY ENGINEERS, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TEXAS 78744
TBPE Registration No. F-1046
TEL: 512.879.0400 www.brwngay.com

KY-TEX OFFSITE WATERLINE EXTENSION
KYLE, TEXAS

WL-A PLAN AND PROFILE (1+00 TO 10+00)

SUBMITTAL DATE: 09-28-2021

SHEET 5 OF 12

G:\TX\C\Projects\DR\Horizon\7231-00_Windy_Hills_Ph3\03_CADD\01_Site\KY-TEX OFFSITE WATER\G-SP-WATR-PNP-KY-TEX_v2.dwg Layout: WL-A PLAN AND PROFILE (1+00 TO 10+00) Plotted: 11/12/2021 12:06:22 PM

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 8/1/2022 .

Utility Company Information:

Name: Oasis Pipeline, LP
Address: 800 E Sonterra Blvd San Antonio TX
Phone: 8176887928
Contact Name: Jason Vest

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4773-UTL
Type of Utility Service: steel pipeline
Project Description:
Road Name(s): Frances Harris Lane - 29° 46' 56.09" N 97° 59' 40.39" W, , , , , , ,
Subdivision:
Commissioner Precinct:

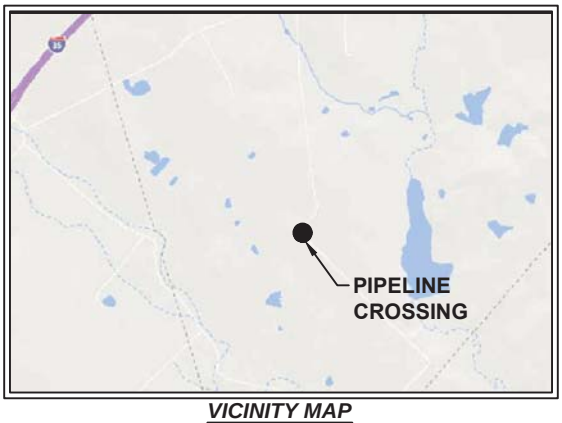
What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

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

05/04/2022

Signature | Title | Date

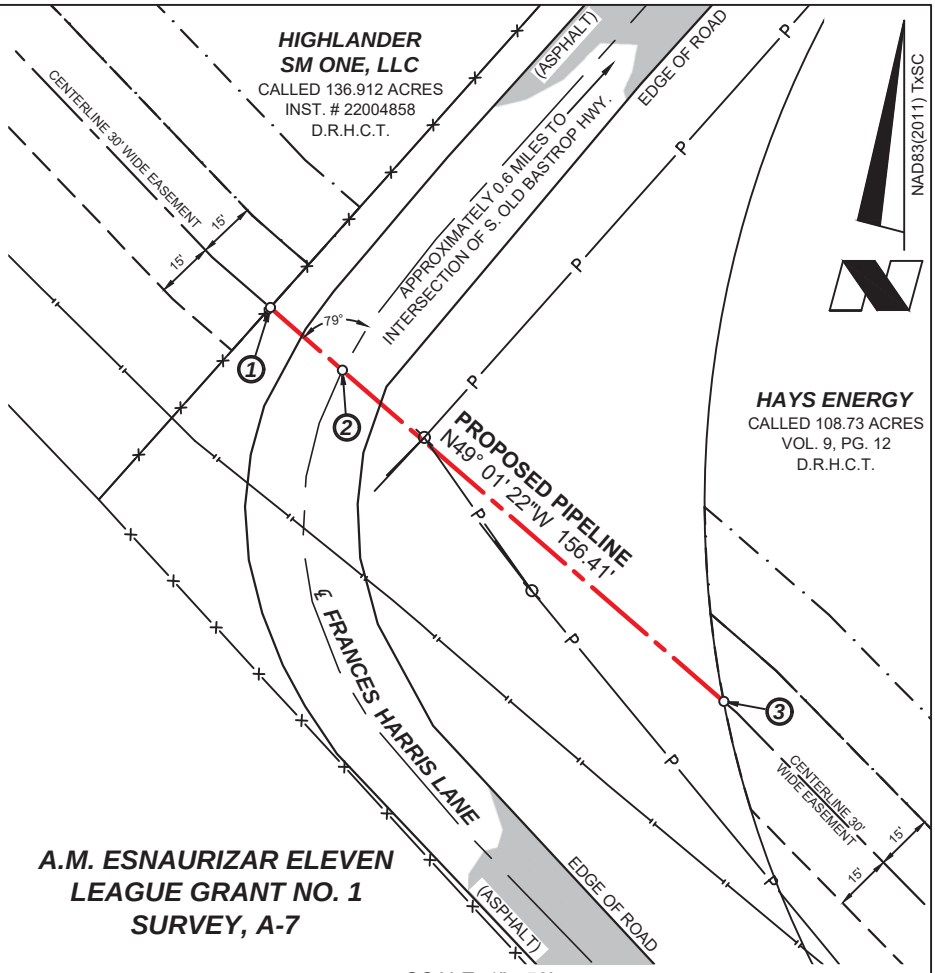
CL FRANCES HARRIS LANE BORE
265
Francis Harris Ln
Hays Energy
Google Earth



VICINITY MAP
NOT TO SCALE

LEGEND:

- PROPOSED PIPELINE
- FENCE LINE
- EXISTING PIPELINE
- OVERHEAD POWER LINE
- POWER POLE
- ℄ CENTERLINE
- D.R.H.C.T. DEED RECORDS HAYES COUNTY, TEXAS



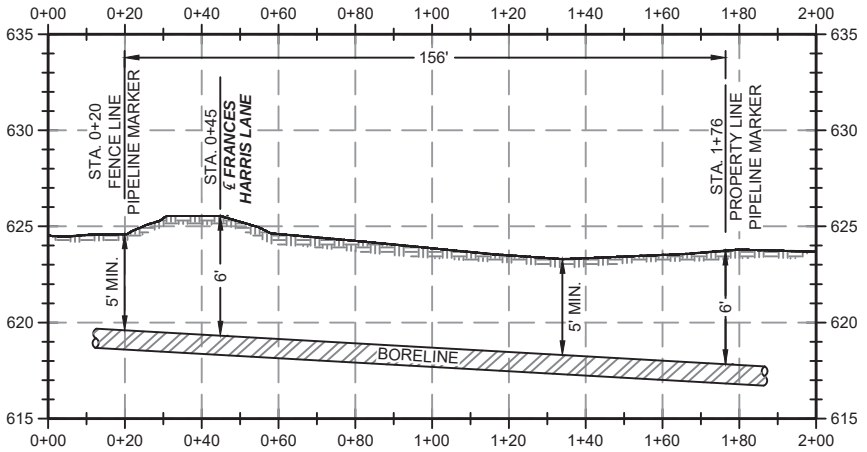
SCALE: 1"= 50'

0' 25' 50'

1 **PIPELINE MARKER**
WESTERLY FENCE LINE INTERSECTION:
X = 2,287,415.69' (NAD83/2011 TxSC)
Y = 13,833,357.90'
LAT: 29° 46' 56.25" N (NAD83/2011)
LONG: 97° 59' 40.60" W
ELEV: 624.6' (NAVD88)

2 **℄ *FRANCES HARRIS LANE* INTERSECTION:**
X = 2,287,434.48' (NAD83/2011 TxSC)
Y = 13,833,341.58'
LAT: 29° 46' 56.09" N (NAD83/2011)
LONG: 97° 59' 40.39" W
ELEV: 625.5' (NAVD88)

3 **PIPELINE MARKER**
EASTERLY PROPERTY LINE INTERSECTION:
X = 2,287,533.77' (NAD83/2011 TxSC)
Y = 13,833,255.34'
LAT: 29° 46' 55.23" N (NAD83/2011)
LONG: 97° 59' 39.27" W
ELEV: 623.7' (NAVD88)



PROFILE VIEW
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'

NOTES:

1. This plat represents a survey made on the ground for a road crossing permit and is intended solely for that purpose. Lease Lines and Deed Lines shown hereon were established from field measurements and record data. This plat does not meet the requirements for boundary surveys in the State of Texas and shall not be used to convey title to real property.

2. All bearings, distances, areas, and coordinates refer to the Texas Coordinate System of 1983 (2011), Texas South Central Zone, US Survey Feet. Elevations refer to the North American Vertical Datum of 1988 and are derived from static and kinematic GPS observations unless noted otherwise.

3. Texas maintains information centers that establish links between those who dig (excavators) and those who own and operate underground facilities (operators). It is advisable for the contractor to contact the center for assistance in locating and marking underground utilities. For guidance, contact Texas811 (www.texas811.org).

C. H. Fenstermaker & Associates, LLC
16340 Park Ten Place
Suite 165
Houston, TX 77084
713-840-9995
TX Firm 100285-01

REVISIONS	

DRAWN BY: SAB	PROJ. MGR.: JL
DATE: 03/01/2022	
JOB#: 2224359.00C	SHEET 1 OF 1
FILENAME: PL_XING_FRANCES_HARRIS_LANE.DWG	

FOR THE EXCLUSIVE USE OF
OASIS PIPELINE, LP
I, John Legere, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

STATE OF TEXAS
REGISTERED
JOHN LEGERE
6698
PROFESSIONAL
LAND SURVEYOR

John Legere
Registered Professional Land Surveyor
Registration No. 6698
April 5, 2022

OASIS PIPELINE, LP
MARTIN MARIETTA HUNTER PIPELINE
PROPOSED PIPELINE
BORELINE CROSSING OF
FRANCES HARRIS LANE
SITUATED IN THE
A.M. ESNAURIZAR ELEVEN LEAGUE
GRANT NO. 1 SURVEY, A-7
HAYES COUNTY, TEXAS

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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

General Special Provisions:

1. Construction of this line will begin on or after 05/2022 .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: Wimberley Water Supply Corporation
Address: P.O. Box 10 Wimberley 78676
Phone: 5128472323
Contact Name: Garrett Allen

Hays County Information:

Utility Permit Number: TRN-2022-4780-UTL
Type of Utility Service: water
Project Description:
Road Name(s): Green Acres Rd, , , , , , ,
Subdivision:
Commissioner Precinct:

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

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

05/04/2022

Signature | Title | Date

PROPOSED ROAD CUT DEPTH TO MEET OR EXCEED DEPTH OF EXISTING 8" WATER MAIN

PROPOSED 4" SLEEVE
PROPOSED 2" SERVICE

TRENCH REPAIR PER HAYS COUNTY SPECS

TOTAL TRENCH LENGTH APPROX. 30

LEA ACRES
GREEN ACRES
TWIN MOUNTAIN MANOR
WILSON CREEK
BURREL D. CARNEY
258.34 AC.
HAYS COUNTY
10.24 AC.
TIM HARRIS
25 AC.
TIM HARRIS
25 AC.
J.D. BECKMAN
25.01 Ac.
RAYMOND L. CZICHOS
116.48 AC.
B. A. NELSON
172.17 AC.
WELL#7
FLUSH VALVE
2" PVC
4" PVC
8" PVC
6" PVC
12" PVC
6" C900
8" C900
6" AC
6"@90°
2-6" Valves
6" CAP
3" PRESSURE REDUCING VALVE
CYPRESS CREEK
BLANCO RIVER

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

1. Construction of this line will begin on or after 5/11/2022 .

Utility Company Information:

Name: Pedernales Electric Coop., Inc.
Address: P.O. Box 1 Johnson City TX
Phone: 8309925396
Contact Name: Ricky Hess

Engineer / Contractor Information:

Name: DNT Construction
Address: P.O. Box 6210 ROund Rock TX 78683
Phone: 2544930194
Contact Name: Mason Conde

Hays County Information:

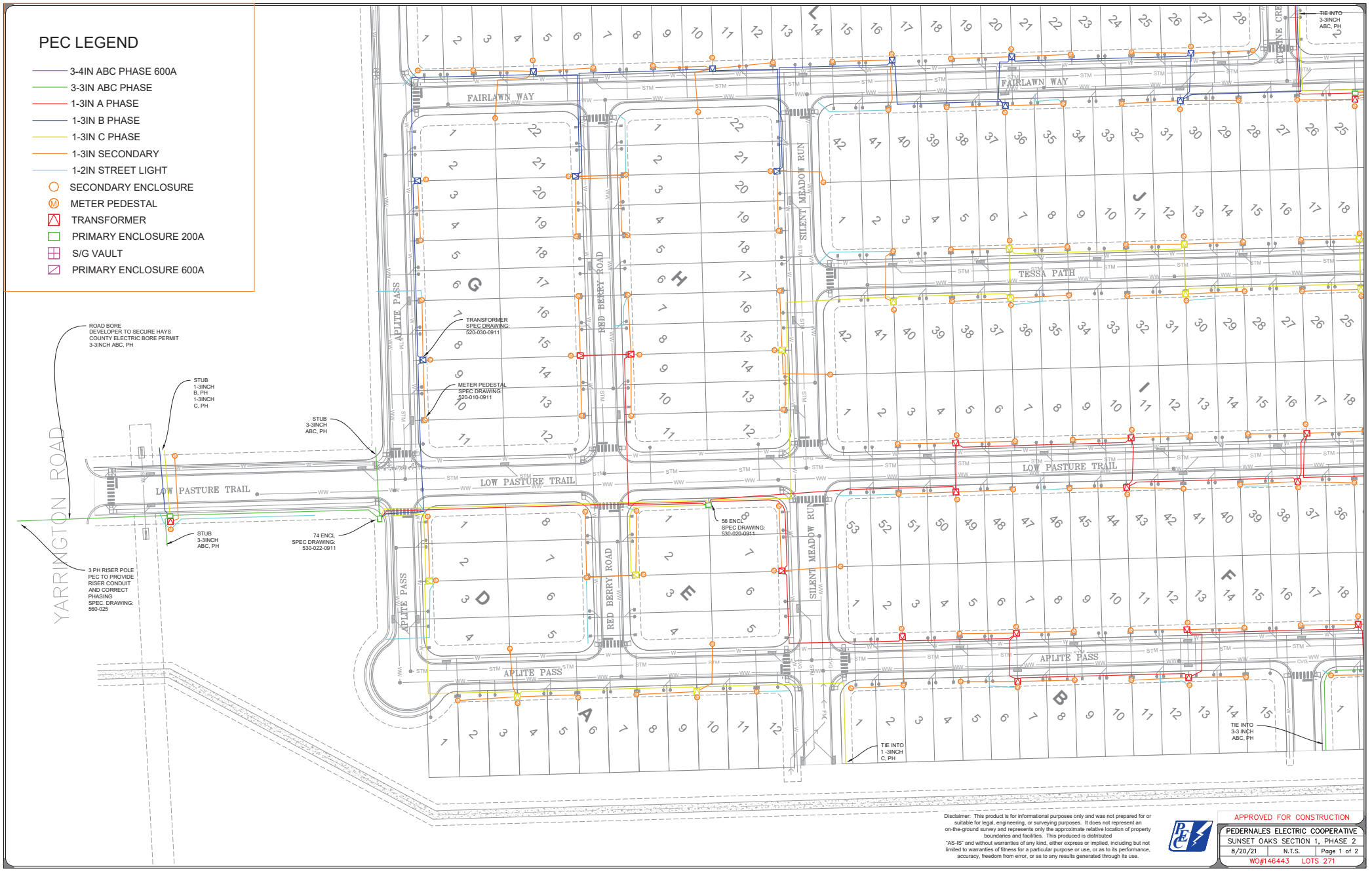
Utility Permit Number: TRN-2022-4781-UTL
Type of Utility Service: 3-3" PVC Conduits
Project Description:
Road Name(s): Yarrington Rd, 800' West of HWY 21, , , , , ,
Subdivision:
Commissioner Precinct:

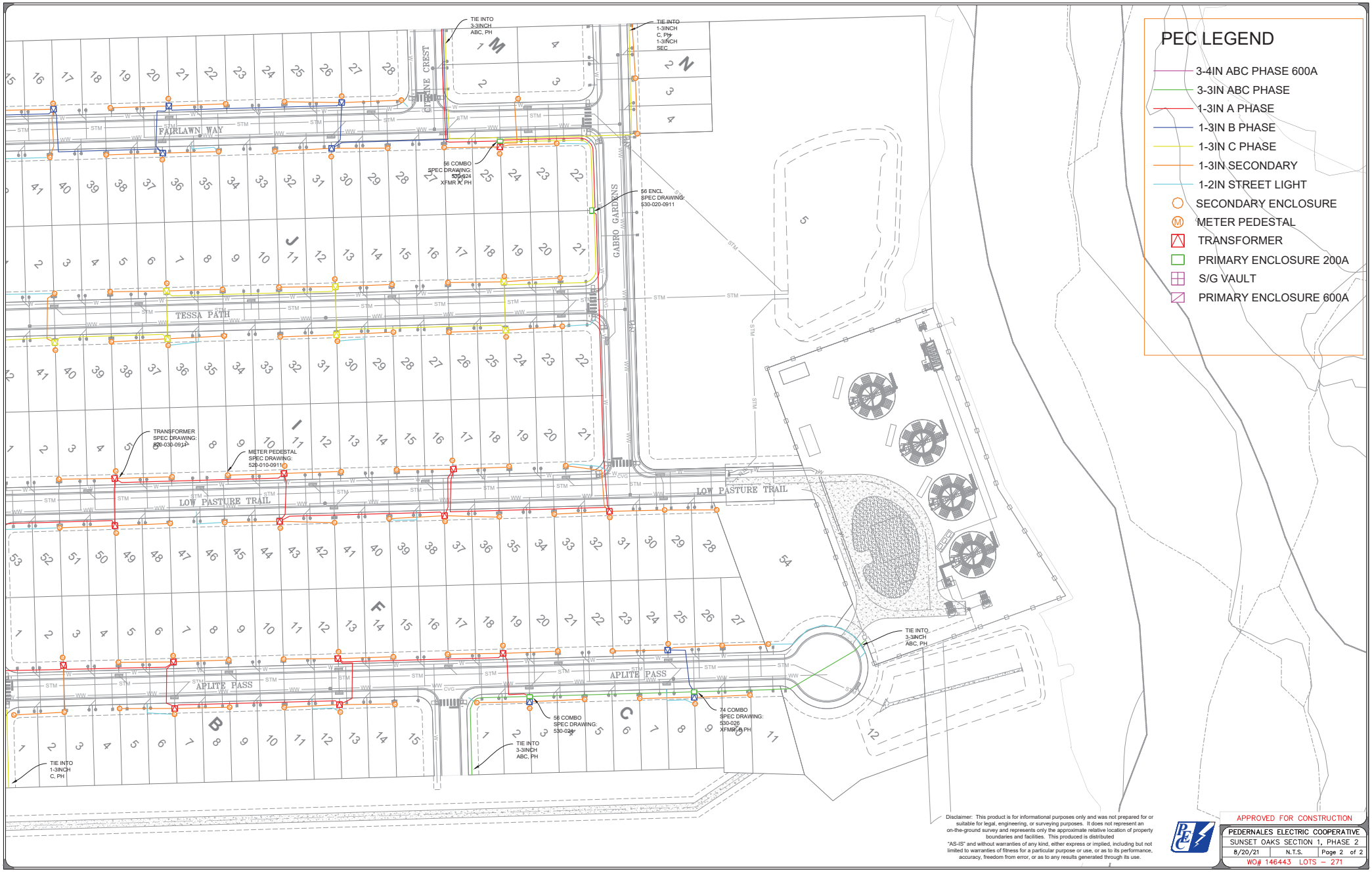
What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

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

05/04/2022

Signature | Title | Date


PEC LEGEND
3-4IN ABC PHASE 600A
3-3IN ABC PHASE
1-3IN A PHASE
1-3IN B PHASE
1-3IN C PHASE
1-3IN SECONDARY
1-2IN STREET LIGHT
SECONDARY ENCLOSURE
METER PEDESTAL
TRANSFORMER
PRIMARY ENCLOSURE 200A
S/G VAULT
PRIMARY ENCLOSURE 600A
ROAD BORE DEVELOPER TO SECURE HAYS COUNTY ELECTRIC BORE PERMIT 3-3INCH ABC, PH
STUB 1-3INCH B, PH 1-3INCH C, PH
STUB 3-3INCH ABC, PH
STUB 3-3INCH ABC, PH
3 PH RISER POLE PEC TO PROVIDE RISER CONDUIT AND CORRECT PHASING SPEC. DRAWING: 560-025
74 ENCL SPEC DRAWING: 530-022-0911
TRANSFORMER SPEC DRAWING: 520-030-0911
METER PEDESTAL SPEC DRAWING: 520-010-0911
56 ENCL SPEC DRAWING: 530-020-0911
TIE INTO 1 -3INCH C, PH
TIE INTO 3-3INCH ABC, PH
TIE INTO 3-3 INCH ABC, PH
YARRINGTON ROAD
FAIRLAWN WAY
LOW PASTURE TRAIL
APLITE PASS
RED BERRY ROAD
SILENT MEADOW RUN
TESSA PATH
Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This produced is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.
APPROVED FOR CONSTRUCTION
PEDERNALES ELECTRIC COOPERATIVE
SUNSET OAKS SECTION 1, PHASE 2
8/20/21 N.T.S. Page 1 of 2
WO#146443 LOTS 271



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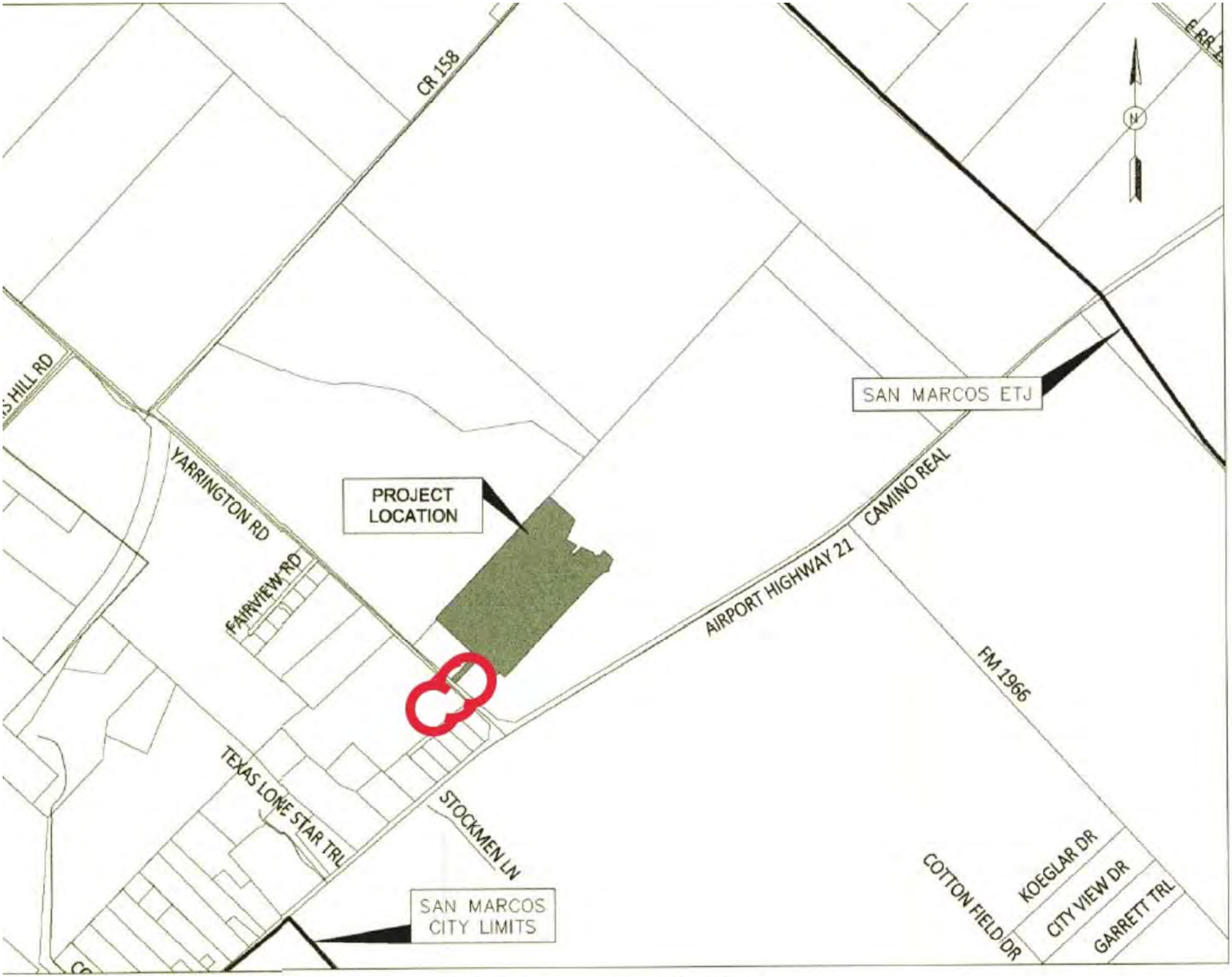
APPROVED FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE

SUNSET OAKS SECTION 1, PHASE 2

8/20/21	N.T.S.	Page 2 of 2

WO# 146443 LOTS – 271



PROJECT LOCATION MAP

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 4/26/2022 .

Utility Company Information:

Name: Alliance Regional Water Authority
Address: 630 E. Hopkins San Marcos TX
Phone:
Contact Name: Graham Moore

Engineer / Contractor Information:

Name: Garney Companies, Inc.
Address: 1700 Swift St N Kansas City MO 61446
Phone: 5057161941
Contact Name: Daniel Murray

Hays County Information:

Utility Permit Number: TRN-2022-4797-UTL
Type of Utility Service: Water
Project Description:
Road Name(s): FM 110, , , , , , ,
Subdivision:
Commissioner Precinct:

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

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

Mark Bell	Engineering Technician	05/02/2022
Signature	Title	Date

PI STA	NORTHING	EASTING
0+00.00	13,867,805.35	2,346,635.06
14+52.42	13,868,893.76	2,345,673.35
24+06.17	13,868,929.55	2,344,720.27
115+68.69	13,869,119.42	2,335,559.72
116+43.59	13,869,173.55	2,335,507.96
125+11.96	13,869,198.87	2,334,639.95
125+97.86	13,869,139.77	2,334,577.61
144+55.92	13,869,178.24	2,332,719.95
148+32.26	13,869,170.23	2,332,343.70
149+52.79	13,869,252.18	2,332,255.30
269+69.78	13,869,565.90	2,320,242.41
269+89.77	13,869,580.40	2,320,228.65
283+84.01	13,870,974.63	2,320,228.60
284+11.44	13,870,993.91	2,320,209.08
285+46.95	13,870,993.91	2,320,073.58

Valve Type	STA	Northing	Easting
GV	148+22.25	13869170.45	2332353.71

LEGEND

- BOOSTER PUMP STATION
- PIPELINE SEGMENT B1
- PIPELINE SEGMENT B2
- PIPELINE BPS SEGMENT D
- SAN MARCOS ETJ
- SAN MARCOS CITY LIMITS
- GATE VALVE
- (#) SHEET NUMBER

REV NO.	BY	DATE	REVISION DESCRIPTION

CONFORMED DOCUMENTS

STATE OF TEXAS
JESSE R. GUERRA, JR.
82651
LICENSED
PROFESSIONAL ENGINEER
12/14/2021

K FRIESE & ASSOCIATES, INC.

ALLIANCE REGIONAL WATER AUTHORITY
PHASE 1B TREATED WATER PIPELINE

PIPELINE SEGMENT B PROPOSED WATER MAIN
LAYOUT B2

K·FRIESE + ASSOCIATES
1120 S. Capitol of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P - 512.338.1704 F - 512.338.1784
TBPE Firm #6535
www.kfriese.com

PLUMMER
12500 SAN PEDRO AVE, STE 401 | SAN ANTONIO, TX 78216
210.530.0888 | TBPE REGISTERED FIRM NUMBER F-13

SCALE	1"=1500'
DATE	DECEMBER 07, 2021
SHEET NUMBER	4 OF 185

File: S:\Projects\3149\002-02\2-0 Wrk Prod\2-1 ACAD\SHEETFILES\WATER MAIN LAYOUT.dwg Layout: 04 Plotted: 12/6/2021 5:09:24 PM Plotted by: Bauman, Brian Saved by: bbauman

PROGRAM ID NO.	PROPERTY OWNER	PROPERTY ADDRESS
B031C	BEST DAVID MATTHEW	10920 HWY 142 MAXWELL, TX 78656
B032C	COLLEY DEAN ALLAN & BARBARA	VALLEY WAY DR MAXWELL, TX 78656
B033C/B034C	WALTON TEXAS LP	VALLEY WAY DR MAXWELL, TX 78656
B060C	WALTON TEXAS LP	VALLEY WAY DR MAXWELL, TX 78656
B035C	WALTON TEXAS LP	VALLEY WAY DR MAXWELL, TX 78656
B036C	WALTON TEXAS LP	MILL RD MAXWELL, TX 78656
B037C	MOSES JAMES PAUL & MOSES ROCCO J & LAWRENCE RICHARD	480 MILL RD MAXWELL, TX 78656
B038C	MOSES JAMES PAUL	470 MILL RD MAXWELL, TX 78656
B040C	SALAS AURORA & VALERIE	490 MILL RD MAXWELL, TX 78656
B041C	COOPER DAVID SHANE & KARI DIANNE	525 MILL RD MAXWELL, TX 78656
B042C	LANDRY ROBERT & YOUNG ELIZABETH	MILL RD MAXWELL, TX 78656
B043C	OHNHEISER CURBY	FM 1984 MAXWELL, TX 78656
B045C	OHNHEISER CURBY	FM 1984 MAXWELL, TX 78656
B046C	OHNHEISER CURBY	FM 1984 MAXWELL, TX 78656
B047C	HARPER A JR	FM 1984 MAXWELL, TX 78656
B048C	OHNHEISER PROPERTIES LP	19330 SAN MARCOS HWY SAN MARCOS, TX 78666
B049C	OHNHEISER CURBY & DERINGER DIANE M & SCURLOCK CAROLYN J	SAN MARCOS HWY SAN MARCOS, TX 78666
B050C	OHNHEISER CURBY	19780 SAN MARCOS HWY SAN MARCOS, TX 78666
B051C	CITY OF SAN MARCOS	SAN MARCOS HWY SAN MARCOS, TX 78666

PROJECT CONTROL POINTS

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
32	13869042.6600	2352712.6840	603.667	CP-5/8" IR W/ALUM CAP IN CONC STAMPED "ARWA GPS CONTROL POINT 32"
33	13871159.9540	2352771.1550	601.567	CP-3.25" ALUM DISK IN CONC STAMPED "ARWA GPS CONTROL POINT 33"
38	13868695.2180	2344110.3980	552.764	CP-5/8" IR W/ALUM CAP IN CONC STAMPED "ARWA GPS CONTROL POINT 38"
320	13868700.5310	2352402.6860	600.928	IRF-WPCAP CEC 6666 -651-210
40	13869257.5400	2332294.3430	557.836	CP-5/8" IR W/ALUM CAP IN CONC STAMPED "ARWA GPS CONTROL POINT 40"
43	13869739.7410	2318850.6030	557.538	CP-5/8" IR W/ALUM CAP IN CONC STAMPED "ARWA GPS CONTROL POINT 43"
44	13867684.7480	2318620.0890	566.297	CP-3.25" ALUM DISK IN CONC STAMPED "ARWA GPS CONTROL POINT 44"
45	13871708.8490	2319131.9000'	563.910	CP-3.25" ALUM DISK IN CONC STAMPED "ARWA GPS CONTROL POINT 45"

LEGEND

- BOOSTER PUMP STATION
- PIPELINE SEGMENT B1
- PIPELINE SEGMENT B2
- PIPELINE BPS SEGMENT D
- SAN MARCOS ETJ
- SAN MARCOS CITY LIMITS
- PROPERTY LINE
- CONTROL POINT

REV NO.	BY	DATE	REVISION DESCRIPTION
1	JRG	10/18/21	ADDENDUM NO. 1

CONFORMED DOCUMENTS

STATE OF TEXAS
JESSE R. GUERRA, JR.
82651
LICENSED
PROFESSIONAL ENGINEER
12/14/2021

K FRIESE & ASSOCIATES, INC.

ALLIANCE REGIONAL WATER AUTHORITY
PHASE 1B TREATED WATER PIPELINE

PIPELINE SEGMENT B CONTROL POINTS LAYOUT B2

K·FRIESE + ASSOCIATES
1120 S. Capitol of Texas Highway
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PLUMMER
12500 SAN PEDRO AVE, STE 401 | SAN ANTONIO, TX 78216
210.530.0888 | TBPE REGISTERED FIRM NUMBER F-13

SCALE	1"=1500'
DATE	DECEMBER 07, 2021
SHEET NUMBER	12 OF 185

File: S:\Projects\3149\002-02\2-0 Wrk Prod\2-1 ACAD\SHEETFILES\WATER MAIN LAYOUT.dwg Layout: 12 Plotted: 12/6/2021 5:10:04 PM Plotted by: Bauman, Brian Saved by: bbauman

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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

General Special Provisions:

1. Construction of this line will begin on or after 12/1/2021 .

Utility Company Information:

Name: Frontier Communications
Address: TX
Phone:
Contact Name: James Carter

Engineer / Contractor Information:

Name: Housley Communications
Address: PO Box 2899 San Angelo TX 76902
Phone: 3259449905
Contact Name: Matt Housley

Hays County Information:

Utility Permit Number: TRN-2021-5216-UTL
Type of Utility Service: Copper Cable
Project Description:
Road Name(s): Creek Rd, , , , , ,
Subdivision:
Commissioner Precinct:

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

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

Engineering Technician 12/15/2021

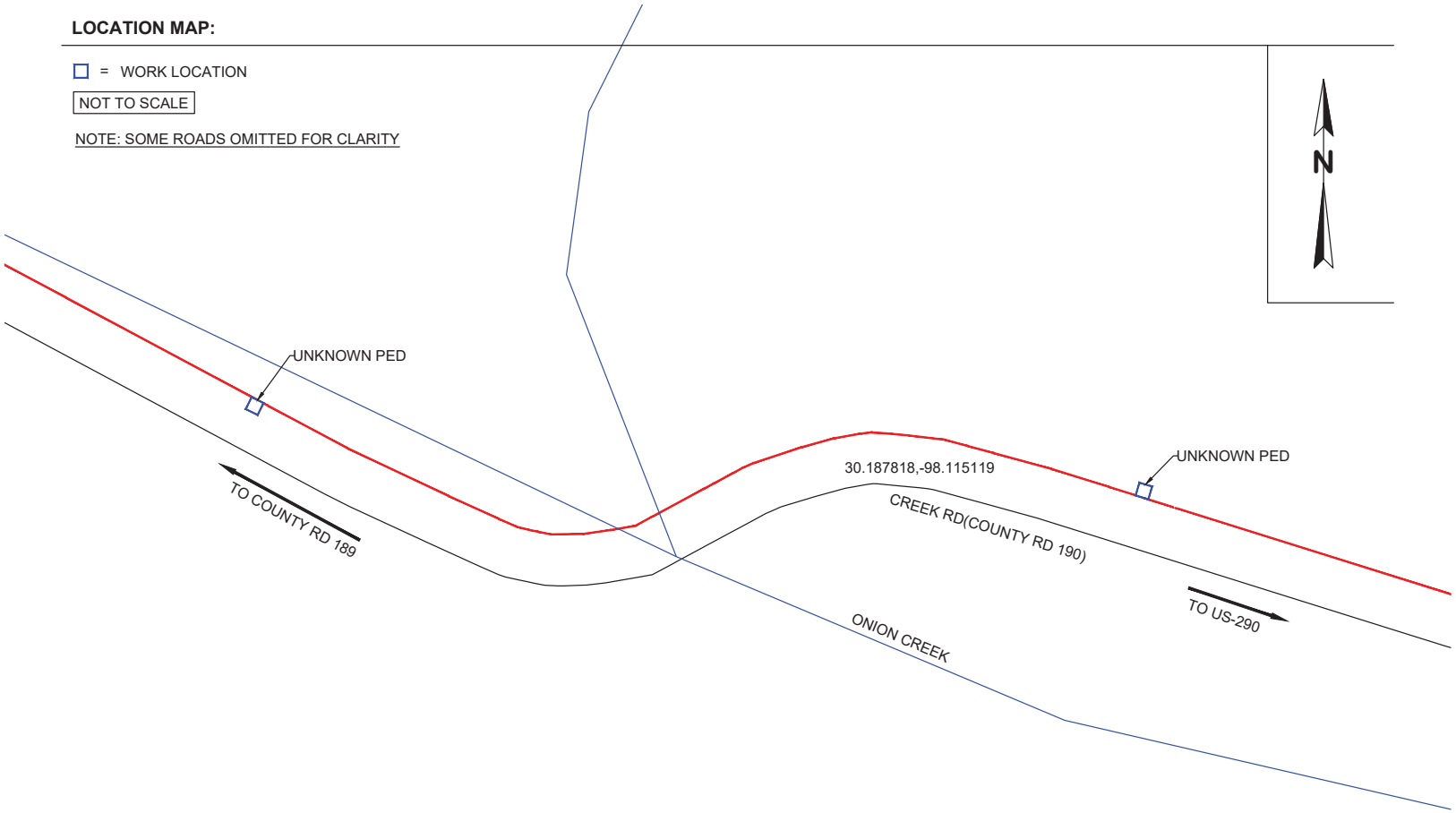
Signature Title Date

LOCATION MAP:

☐ = WORK LOCATION

NOT TO SCALE

NOTE: SOME ROADS OMITTED FOR CLARITY



PROPOSED BURIED FIBER

☐ EXISTING PED

UNITS / ACCT CODES

REVISIONS

Frontier COMMUNICATIONS

LOCATION MAP

CR 190

PROJECT NUMBER:	5282777	C.O. AREA:	DRIPPING SPRINGS
		EXCH. CODE:	xxxx
DRAWN DATE: 4/2/2021	ENGR: SQUAN PHONE: 501-932-0800	CNTY:	HAYS
		FILE:	DRIPPING SPRINGS\ CREEK RD
SCALE:	TAX DISTRICT:	DWG	1 OF 1
TWNSHP:	RNG:	SEC:	

PERMIT DRAWING

1

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Office of Emergency Services and Hays County CERT to accept a donation of a 2014 Ford F-350 Pickup truck from Hays County ESD NO. 5 valued at $11,221.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	0.00

LINE ITEM NUMBER

001-656-98-313]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The HC ESD #5 has donated a used vehicle to the CERT Team for use. Kelly Blue Book was used to determine market value.

Budget Amendment:
Increase Capital Contributions - 001-656-98-313.4614
Increase Vehicles_Capital - 001-656-98-313.5713_700

ⓘ Important info & definitions

Condition: Fair

Valid for ZIP Code **78666** through **05/05/2022**

4.3 (216 Ratings)

Write a review

Trade-In Value

This estimated value helps you confidently negotiate with dealers.

Average Time to Trade-In:

1-7 DAYS

How Much to Expect:

**$$**$$

Level of Effort:

Medium

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the re-appointments of Andrew Cable, John Anderson, and Scott Brown to the Emergency Service District (ESD) #7 Board for two-year terms ending December 31, 2023.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Shell	SHELL	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend the grant budget for the District Attorney's Office of the Governor Victims Assistance grant program for additional equipment, training, and supplies.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	$0

LINE ITEM NUMBER

001-607-99-115]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	SHELL	N/A

SUMMARY

The Criminal District Attorney is requesting approval to purchase one desktop computer, one scanner, various reading supplies and continuing education training for the Victims Assistance Coordinator to attend the Crimes Against Children Conference in Dallas utilizing supplement grant funding awarded from Office of the Governor.

$2,682 - Increase 001-607-99-115.5712_400 Computer Equipment Operating (1 computer & 1 scanner)
$1,569 - Increase 001-607-99-115.5551 Continuing Education
$ 139 - Increase 001-607-99-115.5211 Office Supplies

Attachment: Dell Quote No.3000118901947.1 SHI Quote #21956755
DIR-TSO-3763
Contract #C000000006841

A quote for your consideration

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

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

Quote No.	**3000118901947.1**	Sales Rep	Chris Minchew
Total	**$1,874.60**	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	May. 03, 2022	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Jun. 02, 2022		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	.		
Deal ID	23048855		

Message from your Sales Rep

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

Regards,
Chris Minchew

Shipping Group

Shipping To

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

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7090 Micro	**$937.30**	1	$937.30

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	$937.30
Shipping:	$0.00
Environmental Fee:	$0.00
Non-Taxable Amount:	$937.30
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$937.30

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

		Quantity	Subtotal
OptiPlex 7090 Micro Estimated delivery if purchased today: May. 11, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	$937.30	1	$937.30

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7090 Micro BTX	210-AYVG	-	1	-
Intel Core i7-11700T (8 Cores/16MB/16T/1.4GHz to 4.6GHz/35W); supports Windows 10/Linux	338-BZMH	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	1	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BLOS	-	1	-
Thermal Pad	412-AALV	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
NO RAID	817-BBBN	-	1	-
Intel Integrated Graphics	490-BBFG	-	1	-
OptiPlex 7090 Micro 35W, Supports up to 10 Core Processors	329-BFOC	-	1	-
130 Watt AC Adapter	450-AHYZ	-	1	-
US Power Cord	450-AAZN	-	1	-
Internal Wireless Antennas	555-BFPV	-	1	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BGNB	-	1	-
Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.2	555-BGPR	-	1	-
No Additional Cable	379-BBCY	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cable Cover	325-BCZQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-

Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Watchdog Timer	379-BEKK	-	1	-
Quick Setup Guide 7090 MFF	340-CVQR	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYN	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for OptiPlex 7090 MFF 130W	389-DZEW	-	1	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
Fixed Hardware Configuration	998-ESSO	-	1	-
No Option Included	340-ACQQ	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Speaker for OptiPlex MFF	520-AARC	-	1	-
Intel vPro Technology Enabled	631-ACXI	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	1	-

Subtotal:	**$937.30**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$937.30**

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

SHI | GS

Pricing Proposal
Quotation #: 21956755
Created On: 5/2/2022
Valid Until: 5/31/2022

HAYS COUNTY AUDITOR

Erica Lee
San Marcos, TX 78666
United States
Phone:
Fax:
Email: erica.lee@co.hays.tx.us

Inside Account Manager

Lauren Allen
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-868-6210
Fax:
Email: lauren_allen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	Fujitsu fi-7180 - Document scanner - Dual CCD - Duplex - 216 x 355.6 mm - 600 dpi x 600 dpi - up to 80 ppm (mono) / up to 80 ppm (color) - ADF (80 sheets) - up to 6000 scans per day - USB 3.0 Fujitsu - Part#: PA03670-B005 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	1	$2,195.00	$1,744.46	$1,744.46
				Total	$1,744.46

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the Fiscal Year 2021 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

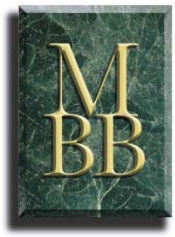
AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	JONES	SMITH

SUMMARY

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



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Board of Commissioners
Hays County Emergency Services District #2

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of Hays County Emergency Services District #2 (District) for the year ended September 30, 2021, and have issued our report thereon dated April 7, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated information related to the planned scope and timing of our audit in our letter to you dated February 10, 2022. Professional standards also require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2021. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

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

2110 BOCA RATON DRIVE
BUILDING B, SUITE 102
AUSTIN, TEXAS 78747
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayor.team

Management's estimate of the useful lives of fixed assets is based on general knowledge of the assets involved and customary lives used by other organizations for similar assets. We evaluated the key factors and assumptions used to develop the estimated useful lives of fixed assets (and related accumulated depreciation) in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit
We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management
For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations
We have requested certain representations from management that are included in the management representation letter dated April 7, 2022.

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

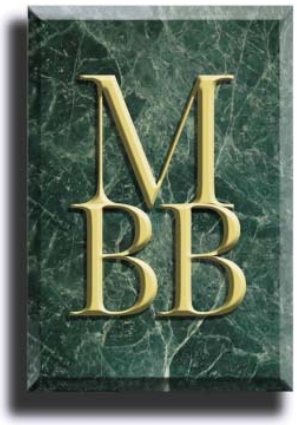
Other
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We applied certain limited procedures to the management's discussion and analysis and the general fund budgetary comparison schedule, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This information is intended solely for the use of the Board of Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Montemayor Britton Bender PC

April 7, 2022
Austin, Texas



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

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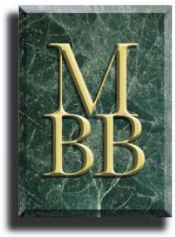

Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Board of Commissioners
Hays County Emergency Services District #2

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the governmental activities and general fund of the Hays County Emergency Services District #2 (District), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

2110 BOCA RATON DRIVE
BUILDING B, SUITE 102
AUSTIN, TEXAS 78747
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayor.team

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District as of September 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 5 and the budgetary comparison information on pages 13 to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Britton Bender PC

April 7, 2022
Austin, Texas

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #2 ("the District") for the year ended September 30, 2021. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The District's property tax rate was assessed at $.075 per $100 of assessed valuation for the year ended September 30, 2021. Property tax revenues for the year were $3,595,505, an increase of $347,782 over prior year.
- The District incurred an increase in net position of $837,362 for the year.
- Cash and investments amounted to $3,308,378 at September 30, 2021, which represented an increase of $691,399 over the $2,616,979 balance at September 30, 2020.

Overview of the Financial Statements

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: property taxes assessed but uncollected as of 31 days after year-end). Because the District's principal source of revenue is property taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the General Fund.

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on current fiscal year cash

inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. Both the Governmental Funds balance sheet and the Governmental Funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets less liabilities) was $4,178,210 as of September 30, 2021. The District's net position includes a net investment of $829,795 in capital assets and $3,348,415, which is unrestricted, and available to meet the District's ongoing obligations to citizens. The tables below summarize the financial position of the District at September 30, 2021 and 2020 and the results of operations for the same years ended.

Assets	**9/30/2021**	**9/30/2020**
Current	$3,348,415	$2,650,776
Capital, net	829,795	690,072
Total assets	4,178,210	3,340,848
Total liabilities	0	0
Net position		
Net investment in capital assets	829,795	690,072
Unrestricted	3,348,415	2,650,776
Total net position	$4,178,210	$3,340,848

Revenues	**9/30/2021**	**9/30/2020**
Ad Valorem property taxes	$3,595,505	$3,247,723
Interest and other	27,566	20,600
Total revenues	3,623,071	3,268,323
Expenses		
ESD#8 contract	1,915,099	2,041,110
Station user fee	550,000	550,000
Emergency/contingency equipment	106,795	0
Tax collection fees	26,671	22,682
Administrative	4,323	2,422
Professional services	3,350	3,420
Depreciation	179,471	158,049
Total expenses	2,785,709	2,777,683
Change in net position	837,362	490,640
Net position, beginning	3,340,848	2,850,208
Net position, ending	$4,178,210	$3,340,848

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2021, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of $3,308,378, an increase of $691,399 over the year-ended September 30, 2020. The District's ending unassigned fund balance of $3,308,378 was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were $93,802, or 3%, over budget, due primarily to $88,985 more than anticipated in property tax revenues. Expenses for the General Fund were $150,192 less than budget, a variance of (5%). The budget variance resulted primarily from expenses for emergency/contingency equipment and new equipment being less than anticipated by $149,011 in total.

Capital Asset Administration

At September 30, 2021,the District had $829,795 invested in capital assets, which consists of ambulances, vehicles and equipment. Current year activity consists of additions of $319,314 offset by $179,471 in depreciation expense.

Economic Factors, Future Years' Budgets and Tax Rates

The tax levy for fiscal year 2021-2022 is expected to provide an approximately $477,000 increase in tax revenues for the next fiscal year. The tax rate for fiscal year 2021-2022 of $.075 per $100 of assessed valuation remained the same

The District considers many factors when approving budgets for the next year's fiscal activities. With increased tax revenues, the District's budget for operating expenses is expected to increase a proportional amount to support increased services.

Request for Information

This financial report is designed to provide a general overview of the finances of the District for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Halley Ortiz, President
Hays County Emergency Services District #2
P.O. Box 153
Buda, TX 78610

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2021

	General Fund	Adjustments (Note 8)	Statement of Net Position
ASSETS			
Cash	$ 31,521		$ 31,521
Short-term investments	3,276,857		3,276,857
Taxes receivable	40,037		40,037
Capital assets, net of depreciation	-	829,795	829,795
Total assets	$ 3,348,415		4,178,210
LIABILITIES			
Current liabilities:			
Accounts payable	$ -		-
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	40,037	(40,037)	-
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - unassigned	3,308,378	(3,308,378)	
	$ 3,348,415		
NET POSITION			
Net investment in capital assets		829,795	829,795
Unrestricted		3,348,415	3,348,415
			$ 4,178,210

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The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	General Fund	Adjustments (Note 8)	Statement of Activities
EXPENDITURES/EXPENSES:			
ESD#8 contract	$ 1,915,099		$ 1,915,099
Station user fee	550,000		550,000
Emergency/contingency equipment	106,795		106,795
Tax collection fees	26,671		26,671
Administrative	4,323		4,323
Professional services	3,350		3,350
Capital outlay	319,194	(319,194)	-
Depreciation	-	179,471	179,471
	2,925,432		2,785,709
GENERAL REVENUES:			
Ad Valorem tax revenues	3,589,265	6,240	3,595,505
Other income	26,257		26,257
Interest	1,309		1,309
	3,616,831		3,623,071
CHANGE IN FUND BALANCE/NET POSITION	691,399		837,362
BEGINNING FUND BALANCE/NET POSITION	2,616,979		3,340,848
ENDING FUND BALANCE/NET POSITION	$ 3,308,378		$ 4,178,210

The accompanying notes are an integral part of this financial statement presentation

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

Emergency services districts may be organized in the State of Texas under the provisions of Article III, Section 48-3 of the State Constitution. The Hays County Emergency Services District #2 (the District) was created in 1989 by an election of the residents of Hays County. The District was established to arrange for emergency services within its boundaries. The District operated under the Health and Safety Code in Chapter 775, Emergency Services District. The District contracts with and disburses funds to the nonprofit emergency services corporation located in San Marcos to provide for services in the Buda area. The District has no employees.

The District is not included in any other governmental reporting entity as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards. Additionally, no other entity meets the requirements for inclusion in the District's financial statements.

The District is governed by a five-member Board of Fire Commissioners (the Board) appointed for two-year terms by the Hays County Commissioners. The District has no employees, office location or fixed assets. The Board sets the budget and tax rate within limits authorized by Chapter 775 of the Health and Safety Code.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported by ad valorem property taxes. The Statement of Activities demonstrates how the District used revenue and demonstrates how direct expenses of a given function are offset by program revenues.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough there after to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

ESTIMATES

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

CAPITAL ASSETS

Capital assets are recorded at cost (or estimated historical cost) and the time of acquisition and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal maintenance and repairs that do not add value to the asset or materially extend its life are expensed as incurred. Depreciation is calculated on a straight-line base over the estimated useful life of the asset: ten years for ambulances and vehicles and five years for equipment.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations of the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Nonspendable fund balances are amounts that cannot be spent because they are not in a spendable form or legally or contractually required to be maintained intact. Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet reports a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's does not have any deferred outflows. The statement of financial position and governmental funds balance sheet reports a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has one item which qualifies for reporting in this category- unavailable property tax revenue. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

NOTE 3: DEPOSITS AND INVESTMENTS

At September 30, 2021, the carrying amount of the District's cash deposits was $31,521 and the bank balance was $32,620. The District did not have any deposits in excess of FDIC insurance.

The Board of Fire Commissioners has authorized the District under a written investment policy to invest funds in compliance with the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code. Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. All investments at year end were held in the Texas Local Government Investment Pool (TexPool). TexPool investments are carried at amortized cost, which approximates fair value. The State Comptroller oversees TexPool, with Federated Investors managing the daily operations of the pool under a contract with the State Comptroller.

NOTE 3: DEPOSITS AND INVESTMENTS

TexPool is a 2(a)7 like fund, which means that it is structured similar to a money market mutual fund. It allows shareholders the ability to deposit or withdraw funds on a daily basis. Such funds seek to maintain a constant net asset value of $1.00, although this cannot be fully guaranteed. TexPool is rated AAAm (the highest rating a local government investment pool can achieve) and must maintain a dollar weighted average maturity not to exceed 60 days, which is the limit. At September 30, 2021, the TexPool portfolio had a weighted average maturity of 34 days. However, the District considers the holdings in these funds to have a one day weighted average maturity because the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value.

NOTE 4: CAPITAL ASSETS

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets being depreciated:				
Ambulances and vehicles	$1,182,599	$229,742	($109,020)	$1,303,321
Equipment	562,300	89,452	(5,924)	645,828
	1,744,899	319,194	(114,944)	1,949,149
Accumulated depreciation				
Ambulances and vehicles	(610,918)	(112,093)	109,020	(613,991)
Equipment	(443,909)	(67,378)	5,924	(505,363)
Total accumulated depreciation	(1,054,827)	(179,471)	114,944	(1,119,354)
Total capital assets	$690,072	$139,723	$0	$829,795

NOTE 5: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft, damage and destruction of assets, errors and omissions, lawsuits and natural disasters. The District purchases insurance to provide coverage for these risks.

NOTE 6: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of $0.10 per $100 of value. Ad Valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2020 levy was $0.075 per $100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

NOTE 7: BUDGET

The District adopts an annual budget for each fiscal year and amends the budget as needed during the year. There were no current year amendments. The District does not use an encumbrance system and appropriations lapse at the end of each fiscal year.

Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Primarily, property tax revenue was higher than budgeted, and professional services, emergency/contingency equipment and new equipment expenses were less than anticipated.

NOTE 8: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	$3,308,378
Increase net position for capital assets not reported in the fund financial statements	829,795
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	40,037
Net position - governmental activities	$4,178,210

Change in fund balance - general fund	$691,399
Depreciation expense not recognized in the fund financial statements	(179,471)
Capital outlay recognized in the fund financial statements and not in the government-wide financial statements	319,194
Change in taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	6,240
Change in net position - governmental activities	$837,362

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2
BUDGETARY COMPARSION SCHEDULE
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original and Final Budget	Actual	Variance Favorable (Unfavorable)
GENERAL REVENUES			
Ad Valorem tax revenues	$ 3,500,279	$ 3,589,265	$ 88,986
Other income	5,000	26,257	21,257
Interest	17,750	1,309	(16,441)
	3,523,029	3,616,831	93,802
EXPENDITURES			
ESD#8 contract	1,915,099	1,915,099	-
Station user fee	550,000	550,000	-
Emergency/contingency equipment	250,000	106,795	143,205
Tax collection fees	26,525	26,671	(146)
Administrative	5,500	4,323	1,177
Professional services	3,500	3,350	150
Capital outlay	325,000	319,194	5,806
	3,075,624	2,925,432	150,192
CHANGE IN FUND BALANCE	447,405	691,399	243,994
BEGINNING FUND BALANCE	2,616,979	2,616,979	-
ENDING FUND BALANCE	$ 3,064,384	$ 3,308,378	$ 243,994

See independent auditor's report

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the Fiscal Year 2021 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

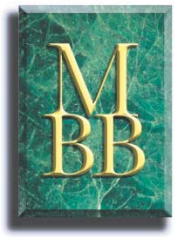
AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	SHELL	INGALSBE

SUMMARY

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



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Management
Hays County Emergency Services District #5

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of Hays County Emergency Services District #5 (District) for the year ended September 30, 2021, and have issued our report thereon dated April 13, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated information related to the planned scope and timing of our audit in our letter to you dated November 1, 2021. Professional standards also require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2021. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

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AUSTIN, TEXAS 78747
PHONE: 512.442.0380
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www.montemayor.team

Accounting Estimates

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

> Management's estimates of the useful lives of fixed assets, and the related estimate of depreciation expense are based on general knowledge of the assets involved and customary lives used by other organizations for similar assets. We evaluated the key factors and assumptions used to develop the estimated useful lives of fixed assets (and related accumulated depreciation), in determining that they are reasonable in relation to the financial statements taken as a whole.
>
> For purposes of measuring the net pension liability, deferred inflows and outflows of resources related to pensions and pension expense, management's estimates have been determined on the same basis as they are reported by the Texas County and District Retirement System (TCDRS). The District's net pension liability was determined by an actuarial valuation as of December 31, 2020. We evaluated the key factors and assumptions used to develop the valuation and the accrual in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 13, 2022.

Management Consultations with Other Independent Accountants

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

Other

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We applied certain limited procedures to the management's discussion and analysis, the general fund budgetary comparison schedule, the schedules of changes in the net pension liability and related ratios-TCDRS, and the schedule of contributions-TCDRS, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This information is intended solely for the use of the Board of Directors and management and is not intended to be and should not be used by anyone other than these specified parties.

Montemayor Britton Bender PC

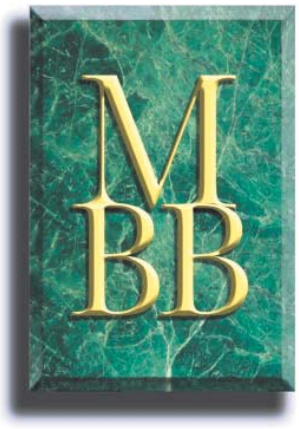
April 13, 2022
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

UNCORRECTED MISSTATEMENTS

SEPTEMBER 30, 2021

Account	Debit	Credit
Training	1,685	
Utilities	751	
Vehicle operations	577	
Accounts payable		3,013
to record accounts payable		
Insurance-worker's compensation	12,352	
Prepaid expense		12,352
to adjust recorded prepaid to actual		



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

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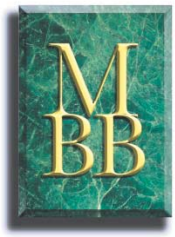

Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #5

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the governmental activities and general fund of the Hays County Emergency Services District #5 (District), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District as of September 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Correction of Errors

As discussed in Note 13 to the financial statements, errors resulted in the understatement of amounts previously reported for sales tax receivables, grants receivables, capital assets and loans payable as of and for the year ended September 30, 2020. Accordingly, amounts recorded for sales tax receivables, grants receivables, capital assets and loans payable have been restated in the fiscal 2020 financial statements, and an adjustment has been made to net position and fund balance as of September 20, 2020. Our opinion is not modified with respect to this matter.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison information, the schedule of changes in the net pension liability and related ratios, and the schedule of contributions, on pages 3 through 6 and on pages 22 through 24 to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

April 13, 2022
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021

Our discussion and analysis of the Hays County Emergency Services District #5 (the District's) financial performance provides an overview of the District's financial activities for the year ended September 30, 2021. Please read it in conjunction with the District's financial statements, which follow this section.

The financial report consists of four parts: Management's Discussion and Analysis (this section), the financial statements, the notes to the financial statements, and required supplementary information.

FINANCIAL HIGHLIGHTS

- During the year, the District had expenditures of $5,704,176 compared to total revenues of $6,551,350 resulting in an increase in net position of $847,174 for the year ended September 30, 2021.

- The District's cash and cash equivalents balance increased by $442,602 for the fiscal year.

- The District's ad valorem tax rate remained at .10 per $100 of assessed valuation for the fiscal year ended September 30, 2021 which is the statutory limit, as established by the State of Texas constitution.

- The District received $217,950 more in sales tax revenue compared to prior year.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements: The Statement of Net Position and the Statement of Activities provide information about the activities of the District as a whole and present a longer-term view of the District's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities provide information about the District as a whole and about its activities in a way that helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's *net position* and changes therein. You can think of the District's net position-the difference between assets, deferred outflows, liabilities, and deferred inflows-as one way to measure the District's financial health, or *financial position*. Over time, increases or decreases in the District's net position is one indicator of whether its *financial health* is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's property tax to assess the *overall health* of the District.

THE DISTRICT AS A WHOLE

The District's total net position increased by $847,174 in the year ended September 30, 2021. Our analysis of the District's activities below focuses on net position and the changes in net position.

Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements was $2,336,982 at September 30, 2021.

Assets	**9/30/2021**	**9/30/2020**
Current and other assets	$3,041,062	$2,409,750
Capital assets, net of accumulated depreciation	5,031,392	5,386,289
Total assets	8,072,454	7,796,039
Deferred outflows related to pension	787,817	373,620
Liabilities		
Current and other liabilities	366,658	159,345
Long-term liabilities	4,038,032	4,435,822
Total liabilities	4,404,690	4,595,167
Deferred inflows related to pension	60,846	26,931
Net position		
Net investment in capital assets	2,057,754	1,819,695
Unrestricted	2,336,981	1,727,866
Total net position	$4,394,735	$3,547,561

Revenues	**9/30/2021**	**9/30/2020**
Ad Valorem property taxes	$4,368,120	$3,965,288
Sales taxes	1,037,155	819,205
Grants	754,468	342,540
Inspection and training	345,806	214,271
Other	44,670	105,279
Interest	1,131	5,034
Total revenues	6,551,350	5,451,617
Expenses		
Firefighting operations	5,585,962	5,048,072
Professional services	18,133	23,174
Interest expense	100,081	106,683
Total expenses	5,704,176	5,177,929
Change in net position	847,174	273,688
Beginning net position, restated	3,547,561	3,273,873
Ending net position	$4,394,735	$3,547,561

The District has sufficient revenues to pay expenses of the District.

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2021, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of $2,485,578, an increase of $459,997 from $2,025,581 as of September 30, 2020. The District's ending unassigned fund balance of $2,462,159 was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

The General Fund had a positive variance from the budget of $841,764 due to:

- Property and sales tax revenues, grants and inspection and training revenues were more than anticipated.
- Personnel and related expenses were higher than budgeted mainly due to the increase in disaster deployments.
- The anticipated tax refund expense was not incurred.

The budget was amended during the year to increase the budget for grant revenues, personnel and related expenses, firefighting and related expenses, administrative and capital outlay; and to decrease the budget for professional services and insurance.

Capital Asset and Debt Administration

The District's capital assets at September 30, 2021, net of accumulated depreciation, totaled $5,031,392. The current year decrease of $354,897 reflected capital outlay of $71,512 offset by depreciation expense of $426,409.

Debt Administration

The District's long-term debt at September 30, 2021, net of the current portion, totaled $2,366,766 for loans. The current portion of the long-term debt was $606,872. Fire stations and fire apparatus are pledged as collateral.

Debt Service Ratio: The District maintains control over its debt load by maintaining its debt service to total revenues ratio (the "Debt Service Ratio") at 35% or less with the ad valorem tax rate at 10.00 cents per $100 of assessed valuation. The District feels that the Debt Service Ratio is more meaningful than the debt to equity ratio because the Debt Service Ratio is a better indicator of the District's ability to service the debt and still be able to pay annual operating expenses. The District's Debt Service Ratio as of September 30, 2021 is total debt service of $592,955/$6,551,350 total revenues for a ratio of 9.05%.

Economic Factors and Next Year's Budgets and Rates

The District's appointed officials considered many factors when setting the fiscal year 2022 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations and capital outlay in the next year.

Contacting the District's Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office at:

Beth Smith, President
Hays County Emergency Services District #5
P.O. Box 1385
Kyle, TX 78640

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2021

	General Fund	Adjustments (Note 9)	Statement of Net Position
ASSETS			
Cash and cash equivalents	$ 2,203,780		$ 2,203,780
Grants receivable	351,706		351,706
Sales taxes receivable	208,138		208,138
Ad Valorem property taxes receivable	101,277		101,277
Accounts receivable	152,742		152,742
Prepaid insurance	23,419		23,419
Capital assets:			
Land	-	170,695	170,695
Other capital assets, net of depreciation	-	4,860,697	4,860,697
	-		5,031,392
	3,041,062		8,072,454
DEFERRED OUTFLOWS OF RESOURCES			
Difference actual and expected experience	-	250,842	250,842
Difference actual and projected plan earnings	-		-
Changes in assumptions	-	261,803	261,803
Contributions	-	275,172	275,172
	-		787,817
	$ 3,041,062		
LIABILITIES			
Accounts payable	$ 11,620		11,620
Accrued interest payable	-	61,787	61,787
Accrued payroll and benefits	255,631		255,631
Unearned revenue	37,620		37,620
Long-term liabilities:			
Due within 1 year: loans payable		606,872	606,872
Due in more than 1 year:			
Loans payable	-	2,366,766	2,366,766
Accrued leave	-	152,816	152,816
Net pension liability	-	911,578	911,578
	304,871		4,404,690
DEFERRED INFLOWS OF RESOURCES			
Differences between expected and actual experience	-	27,937	27,937
Net difference projected and actual earnings	-	25,056	25,056
Changes in assumptions	-	7,853	7,853
Unavailable revenue - grants	149,336	(149,336)	-
Unavailable revenue - property taxes	101,277	(101,277)	-
	250,613		60,846
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - nonspendable	23,419	(23,419)	
Fund balance - unassigned	2,462,159	(2,462,159)	
	2,485,578	(2,485,578)	
	$ 3,041,062	(3,041,062)	
NET POSITION			
Net investment in capital assets		2,057,754	2,057,754
Unrestricted		2,336,981	2,336,981
			$ 4,394,735

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

YEAR ENDED SEPTEMBER 30, 2021

	General Fund	Adjustments (Note 9)	Statement of Activities
EXPENDITURES/EXPENSES:			
Personnel and related expenses	$ 4,569,396	$ (117,072)	$ 4,452,324
Firefighting and related expenses	555,804		555,804
Administrative	79,079		79,079
Insurance	40,021		40,021
Tax collection expenses	32,325		32,325
Professional services	18,133		18,133
Depreciation	-	426,409	426,409
Capital outlay	71,512	(71,512)	-
Debt service:			-
Interest expense	106,339	(6,258)	100,081
Principal payments	592,955	(592,955)	-
	6,065,564		5,704,176
GENERAL REVENUES:			
Ad Valorem property taxes	4,368,120		4,368,120
Sales taxes	1,037,155		1,037,155
Grants	728,679	25,789	754,468
Inspection and training	345,806		345,806
Other	44,670		44,670
Interest	1,131		1,131
	6,525,561		6,551,350
NET CHANGE IN FUND BALANCE/ NET POSITION	459,997		847,174
BEGINNING FUND BALANCE/ NET POSITION, as previously reported	1,801,949		3,200,381
Prior period adjustment	223,632		347,180
BEGINNING FUND BALANCE/ NET POSITION, restated	2,025,581		3,547,561
ENDING FUND BALANCE/ NET POSITION	$ 2,485,578		$ 4,394,735

The accompanying notes are an integral part of this financial statement presentation

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Hays County Emergency Services District #5 was created by an election of the Hays County residents from within what would be the geographical boundaries for the District. The District was established to arrange for fire and rescue protection services within its boundaries. The District handles all financial matters for the fire department.

The District is under full control and management of a five-commissioner Board of Commissioners. The commissioners are appointed by the Hays County Commissioners. For financial reporting purposes, the District includes all funds that are controlled by, or dependent upon, actions of the Board of Commissioners. Control by, or dependence upon, the Board was determined on the basis of the Board's full control of budget adoption and taxing authority.

As required by generally accepted accounting principles, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operation; thus data from these units would be combined with data of the primary government. Discretely presented component units, on the other hand, would be reported in separate organizations that meet the aforementioned criteria; therefore, none are included in the accompanying general-purpose financial statements. The District is not included in any other governmental reporting entity.

Effective October 1, 2012 the District assumed all operations from the Kyle Volunteer Fire Department.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by ad valorem taxes. The Statement of Activities demonstrates how the District used revenue.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 60 days after year- end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

ESTIMATES

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

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations on the use of resources through either a commitment or an assignment.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District maintains a capitalization threshold of $5,000 for assets with a useful life of two years or more. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Equipment	5-15 years
Vehicles	5-10 years
Building and building improvements	40 years

COMPENSATED ABSENCES

Full-time regular employees work either a 40 or 45 hour per week schedule. Firefighters are scheduled based on either a day shift or 24 / 48 hour shift schedule and typically work 56 hours per week. Accruals for leave are based on length of service and the schedule worked. Employees may accrue up to 288 hours of paid leave but are only allowed to carry forward a maximum of 72 hours to the next calendar year. Firefighters that have been with the department for more than 21 years can receive 432 hours of leave. Accrued leave will be paid to employee upon separation of employment based on when notice of termination is given.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet report a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 10 for more information.

The statement of financial position and governmental funds balance sheet report a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has two types of items which qualify for reporting in this category. The governmental funds report unavailable revenue from property taxes and grants. These amounts are deferred and recognized as an inflow in the period that they become available. The other type is pension related items reported in the government-wide financial statements. See Note 9 for more information.

PENSIONS

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and the pension expense, information about the pension plan's fiduciary net position of the Texas County & District Retirement System (TCDRS) and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by TCDRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments of TCDRS are reported at fair value.

NOTE 3: DEPOSITS

At September 30, 2021, the carrying amount of the District's cash deposits was $2,203,780 and the bank balance was $2,186,011. All of the District's deposits were fully collateralized with securities held by the pledging financial institution.

NOTE 4: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of $0.10 per $100 of value. Ad valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2020 levy was $0.10 per $100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

NOTE 5: CAPITAL ASSETS

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets not being depreciated:				
Land	$170,695	$0	$0	$170,695
Capital assets being depreciated:				
Buildings	4,818,625	0	0	4,818,625
Buildings improvements	38,957	8,880	0	47,837
Vehicles	3,383,468	37,142	0	3,420,610
Equipment	1,298,856	25,490	0	1,324,346
	9,539,906	71,512	0	9,611,418
Accumulated depreciation:				
Buildings	(1,271,115)	(117,889)	0	(1,389,004)
Buildings improvements	(11,368)	(8,383)	0	(19,751)
Vehicles	(1,806,731)	(268,946)	0	(2,075,677)
Equipment	(1,235,098)	(31,191)	0	(1,266,289)
Total accumulated depreciation	(4,324,312)	(426,409)	0	(4,750,721)
Total capital assets	$5,386,289	($354,897)	$0	$5,031,392

NOTE 6: GRANTS AND GRANTS RECEIVABLE

The District's grant revenues during the year-ended September 30, 2021 consists of $525,038 in federal cost-reimbursement grants, $190,874 is state cost-reimbursement grants and $38,556 for a local assistance award. The grants receivable of $351,706 at year-end was all for federal cost-reimbursement grants from two agencies.

NOTE 7: BUDGET VARIANCES

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Ad valorem property and sales tax revenues, as well as grants and inspections and training income were higher than budgeted, which was offset partially by lower than anticipated interest revenues. Personnel and related expenditures were more than anticipated, while tax refund expense was less than anticipated.

NOTE 8: LONG-TERM LIABILITIES

Loans	Original Issue	Maturity	Interest Rate	Beginning Balance	Additions	Payments	Ending Balance
Station #1	$2,612,596	2028	3.32%	$2,052,090	$0	$199,376	$1,852,714
Quint 21	607,000	2025	2.65%	392,558	0	74,841	317,717
Engine 22	472,000	2023	2.88%	140,976	0	71,319	69,657
Station 23	340,000	2023	2.60%	209,212	0	67,863	141,349
Engine 23	350,000	2023	2.71%	214,409	0	69,896	144,513
Engine 24	557,348	2025	2.25%	557,348	0	109,660	447,688
	$4,938,944			$3,566,593	$0	$592,955	$2,973,638

All loans are secured by the underlying asset (property or equipment) acquired. The loan agreements have provisions that change the timing of repayment of outstanding amounts to become immediately due if the District defaults on its required payments.

Maturities of long-term debt as of September 30, 2021 are as follows:

	Principal	Interest	Total
2022	$606,872	$89,820	$696,692
2023	551,360	73,779	625,139
2024	418,881	56,884	475,765
2025	409,702	44,751	454,453
2026	234,774	32,761	267,535
2027-2029	752,049	50,479	802,528
	$2,973,638	$348,474	$3,322,112

	Beginning Balance	Additions	Deletions	Total
Accrued leave	$162,134	$167,476	($176,794)	$152,816

NOTE 9: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	$2,485,578
Increase net position for capital assets not reported in the fund financial statements	5,031,392
Unavailable grant revenue deferred in the fund financial statements and not in the government-wide financial statements	149,336
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	101,277
Long-term liabilities not reported in the fund financial statements	(4,038,033)
Accrued interest expense on long-term debt not reported in the fund financial statements	(61,787)
Deferred outflows and inflows of resources related to pensions, net, are applicable to future reporting periods and are not reported in the fund financial statements	726,972
Net position - governmental activities	$4,394,735

Net change in fund balance - governmental fund	$459,997
Change in grants receivable deferred in the fund financial statements	25,789
Proceeds from debt recognized as other financing source income not reported in the government-wide financial statements	
Depreciation expense not recognized in the fund financial statements	(426,409)
Long-term debt principal payments and change in accrued interest recognized as expenditures in the fund financial statements	592,955
Change in accrued interest expense on long-term debt not reported in the fund financial statements	6,258
Change in accrued leave not reported in the fund financial statements	9,318
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to the net pension liability and pension expense resulting from changes in deferred outflows and inflows of resources are not recognized in the fund financial statements.	107,754
Capital outlays recognized as expenditures in the fund financial statements	71,512
Change in net position - governmental activities	$847,174

NOTE 10: PENSION PLAN

Plan Description

The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide TCDRS, an agent multiple-employer public employee retirement system. TCDRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCDRS; the report also provides detailed explanations of the contributions, benefits and actuarial methods and assumptions used by TCDRS. This report may be obtained by calling TCDRS at 800-823-7782; in addition, the report is available on TCDRS' website at www.tcdrs.org. Plan provisions for the District were as follows:

Benefits Provided

The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCDRS. TCDRS provides retirement benefits that are calculated based on age, average compensation and service credit as follows:

Employee deposit rate	7%
District contribution rate	11.55%
Years required for vesting	10
Service retirement eligibility (expressed as age/years of service)	60/10, any/20, rule of 80

Employees Covered

As of the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	16
Active employees	44

Contributions

Under the state law governing TCDRS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 11.55%. The District's contributions to TCDRS for the year ended September 30, 2021 were $381,710, which equaled the required contribution.

NOTE 10: PENSION PLAN

Net Pension Liability/(Asset)

The District's net pension liability (asset) of $911,578 for TCDRS at September 30, 2021 was measured as of December 31, 2020. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Pension Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date:	12/31/2020
Actuarial cost method:	Entry age normal
Investment rate of return (7.50% rate of return plus 0.10% adjustment gross of administrative expenses):	7.60%
Inflation:	2.50%
Projected Salary Increases:	4.60% average
Mortality rates:	RP-2014 mortality tables projected with 110% and 130%, respectively, of MP-2014 Scale after 2014 for females and males

Actuarial assumptions used in the December 31, 2020 valuation were based on the results of an actuarial experience study for the period January 1, 2013 through December 31, 2016.

Discount Rate

The discount rate used to measure the total TCDRS pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at the rates specified in the funding policy. Based on that assumption, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. The discount rate for calculating the total pension liability is equal to the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on the TCDRS pension plan investments was determined to be 7.50% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

NOTE 10: PENSION PLAN

Asset Class	Target Allocation	Geometric Real Rate of Return
U.S. Equities	11.50%	4.25%
Private Equity	25.00%	7.25%
Global Equities	2.50%	4.55%
International Equities-Developed	5.00%	4.25%
International Equities-Emerging	6.00%	4.75%
Investment-Grade Bonds	3.00%	-0.85%
Strategic Credit	9.00%	2.11%
Direct Lending	16.00%	6.70%
Distressed Debt	4.00%	5.70%
REIT Equities	2.00%	3.45%
Master Limited Partnerships	2.00%	5.10%
Private Real Estate Partnerships	6.00%	4.90%
Hedge Funds	6.00%	1.85%
Cash Equivalents	2.00%	-0.70%

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 7.60%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease (6.60%)	Discount Rate (7.60%)	1% Increase (8.60%)
District's net pension liability (asset)	$1,621,309	$911,578	$352,588

NOTE 10: PENSION PLAN

Changes in Net Pension Liability/(Asset)	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/ (Asset) (a)-(b)
Balance at December 31, 2020	$2,174,279	$1,535,229	$639,050
Changes for the year:			
Service cost	346,900	0	346,900
Interest on total pension liability	204,215	0	204,215
Effect of plan changes	0	0	0
Effect of economic/demographic gains or losses	115,964	0	115,964
Effect of assumption changes or inputs	290,285	0	290,285
Refunds of contributions	0	0	0
Benefit payments	0	0	0
Administrative expenses	0	(1,624)	1,624
Member contributions	0	192,331	(192,331)
Net investment income	0	159,645	(159,645)
Employer contributions	0	319,196	(319,196)
Other	0	15,288	(15,288)
Balance at December 31, 2021	$3,131,643	$2,220,065	$911,578

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2021, the District recognized pension expense of $270,170. At September 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$27,937	$250,842
Changes in actuarial assumptions	$7,853	$261,803
Net difference between projected and actual earnings	$25,056	$0
Contributions subsequent to the measurement date	N/A	$275,172

NOTE 10: PENSION PLAN

The $275,172 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2022. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the year ended September 30:	
2022	$50,642
2023	53,975
2024	38,811
2025	52,312
2026	55,199
Thereafter	200,860
	$451,799

NOTE 11: RISK MANAGEMENT

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through participation in the Texas Municipal League Intergovernmental Risk Pool, a public entity risk pool, consisting of approximately 2,800 member cities/political subdivisions located throughout Texas. The District pays premiums for its general liability, property, auto and workers' compensation coverage. The District's risk is limited to the amount of premiums paid unless the pool should fail, in which case, the District would be liable for its ratable share of the pool deficit.

NOTE 12: SUBSEQUENT EVENTS

Subsequent to year-end, the District executed a loan agreement for $862,000 for a seven year term at an interest rate of 2.18% for the purchase of new pumper trucks.

NOTE 13: PRIOR PERIOD ADJUSTMENTS

As of September 30, 2020, sales tax receivable was understated by $223,632 in both the government-wide Statement of Net Position and in the Governmental Funds Balance Sheet-General Fund. A prior period adjustment has been recorded to restate the beginning balances. The effect of this adjustment was to increase the ending net position and fund balance at September 30, 2020.

NOTE 13: PRIOR PERIOD ADJUSTMENTS

As of September 30, 2020, grants receivable was understated by $123,548 in the government-wide Statement of Net Position and unearned revenue was understated by the same amount in the Governmental Funds Balance Sheet- General Fund. A prior period adjustment has been recorded to restate the beginning balances. The effect of this adjustment was increase the ending net position at September 30, 2020 and the change in net position for the year ended September 30, 2020, by $123,548.

As of September 30, 2020, capital assets and loans payable were both understated by $557,348 in the government-wide Statement of Net Position. A prior period adjustment has been recorded to restate the beginning balances. This adjustment had no effect on the ending net position or the change in net position as of and for the year ended September 30, 2020.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
GENERAL REVENUES:				
Ad Valorem property taxes	$ 4,315,673	$ 4,315,673	$ 4,368,120	$ 52,447
Sales taxes	640,000	640,000	1,037,155	397,155
Grants	153,419	553,419	728,679	175,260
Inspection and training	214,500	214,500	345,806	131,306
Other	43,600	43,600	44,670	1,070
Interest	14,000	14,000	1,131	(12,869)
	5,381,192	5,781,192	6,525,561	744,369
EXPENDITURES:				
Personnel and related expenses	3,830,378	4,338,677	4,569,396	(230,719)
Firefighting and related expenses	444,650	547,000	555,804	(8,804)
Tax refund	333,442	333,442	-	333,442
Tax collection expenses	31,000	31,100	32,325	(1,225)
Professional services	37,500	22,500	18,133	4,367
Administrative	47,500	79,000	79,079	(79)
Insurance	51,000	40,022	40,021	1
Capital outlay	6,000	73,846	71,512	2,334
Debt service	697,372	697,372	699,294	(1,922)
	5,478,842	6,162,959	6,065,564	97,395
NET CHANGE IN FUND BALANCE	(97,650)	(381,767)	459,997	841,764
BEGINNING FUND BALANCE, RESTATED	2,025,581	2,025,581	2,025,581	-
ENDING FUND BALANCE	$ 1,927,931	$ 1,643,814	$ 2,485,578	$ 841,764

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIO'S

FOR THE YEAR ENDED SEPTEMBER 30, 2021*

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

Total pension liability	2021	2020	2019	2018	2017	2016	2015
Service cost	$ 346,900	$ 309,258	$ 249,907	$ 193,206	$ 111,333	$ 72,093	$ 50,452
Interest on total liability	204,215	129,899	94,274	59,517	28,417	19,317	7,927
Effect of plan changes	-	447,631	-	64,202	90,408	7,665	22,352
Effect of assumption changes or inputs	290,285	-	-	(11,777)	-	1,015	-
Effect of economic/demographic (gains) or losses	115,964	(3,180)	44,626	74,753	62,314	(47,049)	55,977
Benefit payments, including refunds of employee contributions	-	(7,371)	(9,296)	(5,757)	-	-	-
Net change in total pension liability	957,364	876,236	379,511	374,143	292,471	53,041	136,708
Total pension liability - beginning	2,174,279	1,298,043	918,532	544,388	251,917	198,876	62,167
Total pension liability - ending (a)	$ 3,131,643	$ 2,174,279	$ 1,298,043	$ 918,532	$ 544,388	$ 251,917	$ 198,876
Plan fiduciary net position							
Contributions - employer	$ 319,196	$ 197,739	$ 186,567	$ 132,054	$ 75,236	$ 46,980	$ 28,781
Contributions - employee	192,331	174,790	155,473	126,984	76,615	46,751	38,948
Net investment income	159,645	163,098	(8,619)	55,255	13,554	(723)	1,371
Benefit payments, imcluding refunds of employee contributions	-	(7,371)	(9,296)	(5,757)	-	-	-
Administrative expenses	(1,625)	(1,170)	(800)	(440)	(147)	(98)	(40)
Other	15,289	12,716	9,980	3,390	7,991	(12)	(3)
Net change in plan fiduciary net position	684,836	539,802	333,305	311,485	173,249	92,898	69,058
Plan fiduciary net position - beginning	1,535,229	995,427	662,123	350,637	177,389	84,490	15,433
Plan fiduciary net position - ending (b)	2,220,065	1,535,229	995,427	662,123	350,637	177,389	84,490
Net pension liability (a) - (b)	$ 911,578	$ 639,050	$ 302,616	$ 256,409	$ 193,751	$ 74,528	$ 114,385
Plan fiduciary net position as a percentage of the total net pension liability	70.89%	70.61%	76.69%	72.08%	64.41%	70.42%	42.48%
Covered employee payroll	$ 3,270,124	$ 2,497,006	$ 2,221,036	$ 1,814,059	$ 1,532,299	$ 1,168,774	$ 973,712
Net pension liability as percentage of covered-employee payroll	27.88%	25.59%	13.62%	14.13%	12.64%	6.38%	11.75%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

The beginning Net Pension Liability for 2015 was determined using rollback procedures allowed for initial year of implementation. Fiscal Year 2021 - Valuation Date 12/31/20.

See Independent Auditor's Report

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2021*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contribution**	$ 381,710	$ 197,739	$ 186,567	$ 131,519	$ 75,236	$ 46,980	$ 27,751
Contributions in relation to the actuarially determined contribution	381,710	197,739	186,867	132,054	75,236	46,980	28,781
Contribution deficiency (excess)	-	-	(500)	(534)	-	-	(1,030)
Covered-employee payroll	3,270,124	2,497,006	2,221,036	1,814,059	1,532,299	1,168,774	973,712
Contributions as a percentage of covered-employee payroll	11.67%	7.90%	8.40%	7.30%	4.90%	4.00%	3.00%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

**TCDRS calculates actuarially determined contributions on a calendar year basis. GASB 68 indicates the employer should report employer contributions on a fiscal year basis.

Valuation Date: December 31, 2020

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	13.7 years (based on contribution rate calculated in 12/31/20 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.75%
Salary Increases	Varies by age and service. 4.9% average over career including inflation
Investment rate of Return	8.00 net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale afer 2014.
Changes in Assumptions and Methods	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected.
Changes in Plan Provisions	2015: Employer conributions reflect that the current service matching rate was increased to 150% for future benefits. 2016: Employer contributions reflect that the member contribution rate was increased to 5%. 2017: Employer contributions reflect that the member contribution rate was increased to 7% and the current service matching rate was increased to 175% for future benefits. Also, new Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: Employer contributions reflect that the current service matching rate was increased to 200% for future benefits. 2019: No changes in plan provisions wer reflected in the schedule. 2020: No changes in plan provisions wer reflected in the schedule.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the Fiscal Year 2021 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.0829.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

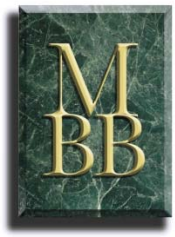
AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	JONES	INGALSBE

SUMMARY

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



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #9

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of Hays County Emergency Services District #9 (District) for the year ended September 30, 2021, and have issued our report thereon dated April 6, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated information related to the planned scope and timing of our audit in our letter to you dated November 1, 2021. Professional standards also require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2021. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

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

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AUSTIN, TEXAS 78747
PHONE: 512.442.0380
FAX: 512.442.0817
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Difficulties Encountered in Performing the Audit
We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management
For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations
We have requested certain representations from management that are included in the management representation letter dated April 6, 2022.

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

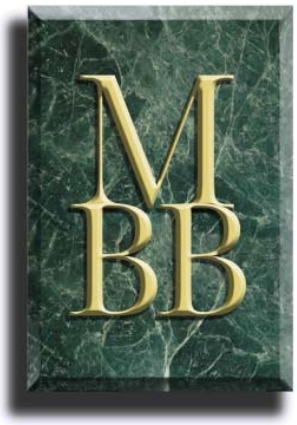
Other
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We applied certain limited procedures to the management's discussion and analysis and the general fund budgetary comparison schedule, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This information is intended solely for the use of the Board of Fire Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Montemayor Britton Bender PC

April 6, 2022
Austin, Texas



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

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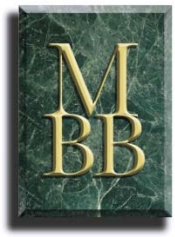

Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #9

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the governmental activities and general fund of the Hays County Emergency Services District #9 (District), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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www.montemayor.team

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District as of September 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 5 and the budgetary comparison information on pages 12 to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Britton Bender PC

April 6, 2022
Austin, Texas

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #9 ("the District") for the year ended September 30, 2021. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The District's property tax rate was assessed at $.0598 per $100 of assessed valuation for the year ended September 30, 2021. Property tax revenues for the year were $3,380,013, an increase of $426,405 over prior year.
- The District incurred an increase in net position of $527,084 for the year.
- Cash and cash equivalents amounted to $1,664,067 at September 30, 2021, which represented an increase of $517,240 over the $1,146,827 balance at September 30, 2020.

Overview of the Financial Statements

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: property taxes assessed but uncollected as of 31 days after year-end).

Because the District's principal source of revenue is property taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the General Fund.

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-

wide financial statements, the governmental funds financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. Both the Governmental Funds balance sheet and the Governmental Funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets less liabilities) was $1,731,750 at September 30, 2021. The District's net position is unrestricted and available to meet the District's ongoing obligations. Governmental activities account for all of the changes in net position at the government-wide reporting level as the District has no business-type activities. The tables below summarizes the financial position of the District at September 30, 2021 and 2020 and the results of operations for the same years ended.

	9/30/2021	9/30/2020
Current assets	$1,731,950	$1,207,341
Current liabilities	200	2,675
Net position		
Unrestricted	$1,731,750	$1,204,666

Revenues	**9/30/2021**	**9/30/2020**
Ad Valorem property taxes	$3,380,013	$2,953,608
Interest and other	903	4,223
Total revenues	3,380,916	2,957,831
Expenses		
District EMS contract	2,776,268	2,621,139
ESD 5 cost sharing	35,000	35,000
Appraisal District fees	22,570	20,428
Election costs	0	27,436
Professional services	11,971	24,162
Tax Assessor fees	4,261	0
Insurance	2,687	2,769
Other	1,075	3,492
Total expenses	2,853,832	2,734,426
Change in net position	527,084	223,405
Net position, beginning	1,204,666	981,261
Net position, ending	$1,731,750	$1,204,666

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2021, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of $1,663,867, an increase of $519,715 over the year-ended September 30, 2020. The District's ending unassigned fund balance was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were $56,129, or 2%, over budget, due to $55,226 more than anticipated property tax revenues. Expenses for the General Fund were $8,936 less than budget, a variance of less than 1%.

Economic Factors, Future Years' Budgets and Tax Rates

The tax levy for fiscal year 2021-2022 is expected to provide an approximately $220,000 increase in tax revenues for the next fiscal year. The tax rate was set at $.0582 per $100 of assessed valuation for fiscal year 2021-2022.

The District considers many factors when approving budgets for the next year's fiscal activities. With increased tax revenues, the District's budget for operating expenses is expected to increase a proportional amount to support increased services.

Request for Information

This financial report is designed to provide a general overview of the finances of the District for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Carla Sick, Treasurer
Hays County Emergency Services District #9
210 W. Moore St.
Kyle, TX 78640

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2021

	General Fund	Adjustments (Note 7)	Statement of Net Position
ASSETS			
Cash and cash equivalents	$1,664,067		$1,664,067
Taxes receivable	67,883		67,883
Total assets	$1,731,950		1,731,950
LIABILITIES			
Current liabilities:			
Accounts payable	$200		200
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	67,883	(67,883)	-
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - unassigned	1,663,867	(1,663,867)	
	$1,731,950		
NET POSITION			
Unrestricted		(1,731,750)	$1,731,750

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The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	General Fund	Adjustments (Note 7)	Statement of Activities
EXPENDITURES/EXPENSES:			
District EMS contract	$2,776,268		$2,776,268
ESD 5 cost sharing	35,000		35,000
Appraisal District fees	22,570		22,570
Professional services	11,971		11,971
Tax Assessor fees	4,261		4,261
Insurance	2,687		2,687
Miscellaneous	1,075		1,075
	2,853,832		2,853,832
GENERAL REVENUES:			
Ad Valorem tax revenues	3,372,644	7,369	3,380,013
Interest	903		903
	3,373,547		3,380,916
CHANGE IN FUND BALANCE/NET POSITION	519,715		527,084
BEGINNING FUND BALANCE/NET POSITION	1,144,152		1,204,666
ENDING FUND BALANCE/NET POSITION	$1,663,867		$1,731,750

The accompanying notes are an integral part of this financial statement presentation

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Hays County Emergency Services District #9 (the District) is the local governmental agency responsible for providing emergency medical services to a large portion of eastern and southern Hays County, including the cities of Kyle, Uhland an Neiderwald. The District was approved by voters in the November 2016 general election and began contracting for services with the San Marcos Hays County EMS in February 2018.

The District is not included in any other governmental reporting entity as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards. Additionally, no other entity meets the requirements for inclusion in the District's financial statements.

The District is governed by a five-member Board of Fire Commissioners (the Board) appointed for two-year terms by the Hays County Commissioners. The District has no employees, office location or fixed assets. The Board sets the budget and tax rate within limits authorized by Chapter 775 of the Health and Safety Code.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported by ad valorem property taxes. The Statement of Activities demonstrates how the District used revenue and demonstrates how direct expenses of a given function are offset by program revenues.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough there after to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include short-term, highly liquid deposits, such as sweep accounts and money market accounts, that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

ESTIMATES

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

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations of the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nonspendable fund balances are amounts that cannot be spent because they are not in a spendable form or legally or contractually required to be maintained intact. Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet reports a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's does not have any deferred outflows. The statement of financial position and governmental funds balance sheet reports a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has one item which qualifies for reporting in this category- unavailable property tax revenue. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

NOTE 3: DEPOSITS

At September 30, 2021, the carrying amount of the District's cash deposits was $200,000, which was also the bank balance. Additionally, the District held $1,464,067 of cash equivalents in a sweep account at year-end. The District has pledged securities for any amounts in excess of FDIC coverage. The District was in compliance with the requirements of Chapter 2256 and with its investment policy during the year.

NOTE 4: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft, errors and omissions, and lawsuits. The District purchases insurance to provide coverage for these risks.

NOTE 5: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of $0.10 per $100 of value. Ad Valorem property taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2020 levy was $0.0598 per $100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

NOTE 6: BUDGET

The District adopts an annual budget for each fiscal year and amends the budget as needed during the year. There were no current year amendments. The District does not use an encumbrance system and appropriations lapse at the end of each fiscal year.

Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Primarily, property tax revenue higher than budgeted, and legal fees were lower than anticipated.

NOTE 7: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	$1,663,867
Taxes receivable deferred in the fund financial statements and not in the government-wide financial statements	67,883
Net position - governmental activities	$1,731,750

Change in fund balance - general fund	$519,715
Change in taxes receivable deferred in the fund financial statements and not in the government-wide financial statements	7,369
Change in net position - governmental activities	$527,084

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9
BUDGETARY COMPARSION SCHEDULE
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original and Final Budget	Actual	Variance Favorable (Unfavorable)
GENERAL REVENUES			
Ad Valorem tax revenues	$3,317,418	$3,372,644	$55,226
Interest	-	903	903
	3,317,418	3,373,547	56,129
EXPENDITURES			
District EMS contract	2,776,268	2,776,268	-
ESD 5 cost sharing	35,000	35,000	-
Appraisal District fees	20,000	22,570	(2,570)
Professional services	19,000	11,971	7,029
Tax Assessor fees	4,500	4,261	239
Insurance	3,000	2,687	313
Miscellaneous	5,000	1,075	3,925
	2,862,768	2,853,832	8,936
CHANGE IN FUND BALANCE	454,650	519,715	65,065
BEGINNING FUND BALANCE	1,144,152	1,144,152	-
ENDING FUND BALANCE	$1,598,802	$1,663,867	$65,065

See independent auditor's report

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2021 Hays County Annual Financial Audit.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	N/A

LINE ITEM NUMBER

001-645-00.5442

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	Click to Select Sponsor.	N/A

SUMMARY

ABIP, PC was awarded a three-year contract with two one-year renewal options for financial auditing services pursuant to RFQ 2017-P09. ABIP will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements. Funds are budgeted during the budget process for this service.

Attachment: ABIP, PC Engagement Letter

abip
CPAs | ADVISORS

September 30, 2021

To the County Judge, Commissioners,
and Marisol Villarreal-Alonzo, County Auditor
of Hays County, Texas
712 South Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

We are pleased to confirm our understanding of the services we are to provide Hays County, Texas for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Hays County, Texas as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hays County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Hays County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – General Fund.
3) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – Other Major Special Revenue Funds.
4) Schedule of Changes in the Net Pension Liability and Related Ratios – Texas County and District Retirement System.
5) Schedule of Employer Contributions – Texas County and District Retirement System.
6) Schedule of Funding Changes in Liability and Related Ratios – Other Postemployment Benefit Plan – Retired Health Care Plan.

We have also been engaged to report on supplementary information other than RSI that accompanies Hays County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Schedule of expenditures of federal and state awards.
2) Budget and actual statements for all budgeted funds.
3) Combining and individual funds statements and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory section.
2) Statistical section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Judge and Commissioners of Hays County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hays County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Hays County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Hays County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to ABIP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which ABIP is not involved, you agree to clearly indicate in the exempt offering document that ABIP is not involved with the contents of such offering document.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Hays County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of ABIP, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ABIP, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by regulators. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

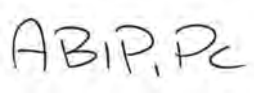
We expect to begin our audit in January 2022 and to issue our reports for presentation to Commissioner's Court no later than March 2022. Janet A. Pitman is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree our gross fee, including expenses, will not exceed $51,750. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon

written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Hays County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
ABIP, PC



San Antonio, Texas

RESPONSE:

This letter correctly sets forth the understanding of Hays County, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend the grant budget for the District Attorney's Office of the Governor Victims Assistance for Family Justice grant program for additional equipment, training, and supplies.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 10, 2022	$0

LINE ITEM NUMBER

001-607-99-143]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	SHELL	N/A

SUMMARY

The Criminal District Attorney is requesting approval to purchase one desktop computer, one scanner, various supplies and continuing education training for the Victims Assistance Coordinator to attend the Crimes Against Children Conference in Dallas utilizing supplement grant funding awarded from Office of the Governor.

$2,682 - Increase 001-607-99-143.5712_400 Computer Equipment Operating (1 computer & 1 scanner)
$ 253 - Increase 001-607-99-143.5213 Books and Periodicals
$1,569 - Increase 001-607-99-143.5551 Continuing Education
$ 825 - Increase 001-607-99-143.5211 Office Supplies

Attachment: Dell Quote No.3000118901947.1 SHI Quote #21956755
DIR-TSO-3763
Contract #C000000006841

A quote for your consideration

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

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

Quote No.	**3000118901947.1**	Sales Rep	Chris Minchew
Total	**$1,874.60**	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	May. 03, 2022	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Jun. 02, 2022		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	.		
Deal ID	23048855		

Message from your Sales Rep

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

Regards,
Chris Minchew

Shipping Group

Shipping To

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

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7090 Micro	**$937.30**	1	$937.30

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	$937.30
Shipping:	$0.00
Environmental Fee:	$0.00
Non-Taxable Amount:	$937.30
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$937.30

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

		Quantity	Subtotal
OptiPlex 7090 Micro Estimated delivery if purchased today: May. 11, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	$937.30	1	$937.30

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7090 Micro BTX	210-AYVG	-	1	-
Intel Core i7-11700T (8 Cores/16MB/16T/1.4GHz to 4.6GHz/35W); supports Windows 10/Linux	338-BZMH	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	1	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BLOS	-	1	-
Thermal Pad	412-AALV	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
NO RAID	817-BBBN	-	1	-
Intel Integrated Graphics	490-BBFG	-	1	-
OptiPlex 7090 Micro 35W, Supports up to 10 Core Processors	329-BFOC	-	1	-
130 Watt AC Adapter	450-AHYZ	-	1	-
US Power Cord	450-AAZN	-	1	-
Internal Wireless Antennas	555-BFPV	-	1	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BGNB	-	1	-
Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.2	555-BGPR	-	1	-
No Additional Cable	379-BBCY	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cable Cover	325-BCZQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-

Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Watchdog Timer	379-BEKK	-	1	-
Quick Setup Guide 7090 MFF	340-CVQR	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYN	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for OptiPlex 7090 MFF 130W	389-DZEW	-	1	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
Fixed Hardware Configuration	998-ESSO	-	1	-
No Option Included	340-ACQQ	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Speaker for OptiPlex MFF	520-AARC	-	1	-
Intel vPro Technology Enabled	631-ACXI	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	1	-

Subtotal:	**$937.30**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$937.30**

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

SHI | GS

Pricing Proposal
Quotation #: 21956755
Created On: 5/2/2022
Valid Until: 5/31/2022

HAYS COUNTY AUDITOR

Erica Lee
San Marcos, TX 78666
United States
Phone:
Fax:
Email: erica.lee@co.hays.tx.us

Inside Account Manager

Lauren Allen
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-868-6210
Fax:
Email: lauren_allen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	Fujitsu fi-7180 - Document scanner - Dual CCD - Duplex - 216 x 355.6 mm - 600 dpi x 600 dpi - up to 80 ppm (mono) / up to 80 ppm (color) - ADF (80 sheets) - up to 6000 scans per day - USB 3.0 Fujitsu - Part#: PA03670-B005 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	1	$2,195.00	$1,744.46	$1,744.46
				Total	$1,744.46

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and WSB Inc. for the East Side Corridor Study, a study of both Recommended Corridors 10 and 11 from the 2021 Hays County Transportation Plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 10, 2022	$996,900

LINE ITEM NUMBER

020-710-00.5448_008

AUDITOR USE ONLY

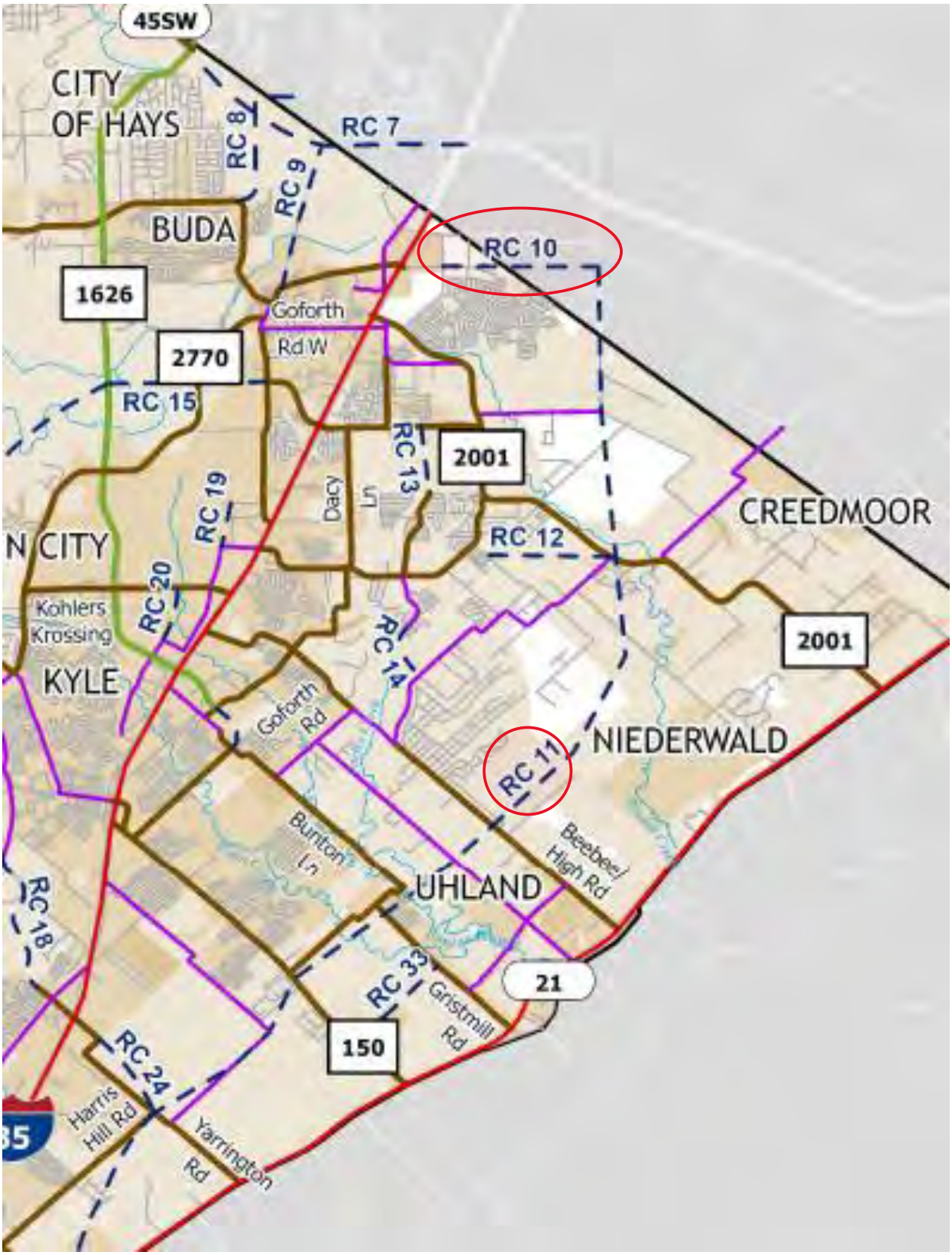
AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	JONES

SUMMARY

The court selected WSB on June 1, 2021, and staff has negotiated the attached contract. A subconsultant, CD&P, will provide public involvement services. This study will be funded and managed by the transportation department.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CITY OF HAYS
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RC 9
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RC 10
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Goforth Rd W
2770
RC 15
RC 13
2001
Dacy Ln
RC 19
CREEDMOOR
N CITY
RC 12
RC 20
Kohlers Krossing
2001
RC 14
KYLE
Goforth Rd
NIEDERWALD
RC 11
Burton Ln
Beebee/ High Rd
UHLAND
RC 18
RC 33
21
Gristmill Rd
150
RC 24
Harris Hill Rd
Yarrington Rd

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc. **("Engineer")**
ADDRESS: 1221 South MoPac Expressway, Suite 355, Austin, Texas 78746
PROJECT: East Side Corridor **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Hays County Design Criteria & Project Development Manual, latest edition
I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Hays County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. **1**", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Nine Hundred Ninety Six Thousand Nine Hundred Dollars ($996,900)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Hays County Transportation Department
Attn: Jerry Borcherding, P.E.
2171 Yarrington Road
Kyle, TX 78640

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Dan Rogers, P.E.
1221 S. Mopac Expressway
Suite 355
Austin, TX 78746

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

With copy to: Hays County Transportation Department
Attn: Jerry Borcherding, P.E.
2171 Yarrington Road
Kyle, TX 78640

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Hays County Transportation Department
Attn: Jerry Borcherding, P.E.
2171 Yarrington Road
Kyle, TX 78640

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer:

WSB
1221 S. Mopac Expressway
Suite 355
Austin, TX 78746

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

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

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

ENGINEER

WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc.

By _____

Printed Name: JAMES KENNEDY

Title: VICE PRESIDENT

Date: NOV. 24, 2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

WSB & Assoc dba WSB Engr & Surveyors Inc
Name of Firm

Signature of Certifying Official

JAMES KENNEDY
Printed Name of Certifying Official

VICE PRESIDENT
Title of Certifying Official

Nov 24, 2021
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Jay Kennedy the vice president of WSB, on behalf of said firm.

Trevett Cullers
Notary Public in and for the
State of ~~Texas~~ Minnesota

My commission expires: 1/31/25

EXHIBIT B

ENGINEERING SERVICES

WSB & Associates and their subcontractors will provide planning, Right Of Way studies, environmental studies and permitting, design, cost estimating, and public information services as needed to perform a route study and develop corridor design details for the East Side Corridor. Services provided may include ROW acquisition, utility relocation services, and development of Plans, Specifications, and Estimates.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. 1
PROJECT: EAST SIDE CORRIDOR

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and **WSB & Associates, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$996,900**.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31**, 20**22**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
WSB & Associates, Inc. dba WSB Engineers and Surveyors, Inc.	Hays County, Texas
By:_____ Signature	By:_____ Signature
James W. Kennedy Printed Name	_____ Printed Name
Vice-President Title	_____ Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
DESIGN SERVICES FOR EAST SIDE CORRIDOR

In general, Hays County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

7. Submittal of documentation to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Negotiate with all utility companies for any agreements and/or relocations required.

11. Provide an agent as necessary to secure proposed ROW.

12. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR EAST SIDE CORRIDOR

PROJECT DESCRIPTION

Project Limits
The East Side Corridor project limits are from the proposed FM 110 / CR 158 intersection northeast of San Marcos to South Turnersville Road at the Hays County line. The project has been identified as RC 11 in the Hays County Transportation Plan. RC 10 (Main Street) will also be included in this study. RC 10 limits are from Firecracker Drive to the East Side Corridor.

Summary of Services
Services will include planning, roadway engineering, traffic analysis, stakeholder coordination, ROW planning, drainage planning, structural planning, cost estimating, and public involvement tasks. WSB staff will perform a route study and feasibility analysis of alternatives, considering stakeholder feedback, ROW acquisition constraints, environmental constraints, drainage and structural requirements, functional segment limits and projected traffic demand. The services will be provided for both the East Side Corridor and RC 10.

Existing Facility
Proposed East Side Corridor could overlap existing 2-lane, 24 ft.. roadways with asphalt pavement. The existing right of way on these existing facilities varies from 40 ft to 100 ft. The current alignment of CR 107 is based on a 2-lane, 24 ft. roadway in an approximate 45 ft. ROW.

Proposed Facility
The East Side Corridor will be planned as an ultimate MAD-6 arterial. Planning efforts may also consider an interim construction for some or all of the functional segments identified. RC 10 will be planned as either an ultimate MAD-4 or MAD-6 arterial. Planning efforts may also consider an interim construction approach.

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

1. PROJECT MANAGEMENT

a. Communication:

- Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

b. Monthly Progress Report, Invoices, and Billings (**12** months assumed):

- Submit monthly progress status reports to the Hays 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.

- 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 upon request 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.
- Correspondence and coordination will be handled through & with the concurrence of Hays County.
- 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 (**6** external meetings assumed):

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

f. Project Schedule:

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

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan

- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. **ROUTE AND DESIGN STUDIES**

a. Data Collection:

- Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain and drainage models and analyses, and existing and proposed utility plans. 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. Obtain approved and proposed plats of development projects withing the corridor.
- Conduct a field investigation of the accessible portions of the existing public ROW along and crossed by the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Acquire and assemble property boundary and ROW limits from Hays County Tax Office records.
- Develop and maintain adjacent property ownership information spreadsheet to be used for disseminating project information including owner's name, tenant name for leased property, mailing address, property address, property id number.
- Review the data collected and organize the information.
- Obtain soil data from USDA as needed for pavement structure planning purposes

b. Stakeholder Coordination (**20** meeting 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 focused stakeholder group coordination.
- Coordinate with affected local agencies and County's consultants. Includes preparing/reviewing presentations and other communications materials for elected official briefings. Local agencies may include but are not limited to cities of San Marcos, Kyle, Buda, and Austin, and Travis County.
- Attend meeting with stakeholders (**20** meeting 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 Hays County Design Criteria, AASHTO, and TxDOT design manuals and other associated local and state manuals, as applicable.
- Prepare a Draft and Final Design Summary Form (TxDOT format

d. Study Area

- Develop the preliminary study area for the Route Study. The study area shall be developed, defined, and described in the Route Study. The geographic boundaries of the study area shall be of sufficient size to allow for a comprehensive evaluation of potential project related effects on a broad range of resources while being focused enough to ensure relevant project related analysis.
- This task will be performed for both corridors.

e. Route Study

- Develop alternative alignments and make recommendations for Hays County review and approval. Recommendations will address ROW impacts, roadway, drainage, and structural impacts and costs, environmental constraints, existing and proposed utility constraints.
- Develop a preliminary proposed corridor alignment, consisting of functional segments. Develop cross sections as needed for ROW determination. Develop a preliminary ROW footprint for the ultimate corridor.
- Identify FEMA flood plain crossings. Coordinate with Flood Plain Administrator to determine feasible alternatives.
- This task will be performed for both corridors RC 11 and RC 10.

f. **Deliverables:**

- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder Coordination Meetings.
- Draft and Final Design Summary Form.
- Layout of preliminary alignment and ROW footprint

3. **TRAFFIC ANALYSIS AND PROJECTIONS**

a. Data Collection

- Collect current and projected traffic data for existing regional corridors including but not limited to IH-35, SH 21, SH 45 SE, FM 2001, FM 150, and FM 110.
- Obtain latest year Regional Travel Demand Model (TDM) from Capital Area Metropolitan Planning Organization (CAMPO).
- Collect existing characteristics (e.g. classification, design speed, typical sections) of the major roadways within the study area.
- Collect other information that could affect the route selection such as location of intersections, access control, population and economic growth.
- Current available traffic data from TxDOT STARS II database.
- Collect existing 24-hour link traffic volumes at up to 10 locations and turning movement counts at up to 7 intersections within the study area.
- Obtain Origin-Destination (O-D) data in the study area from CAMPO.

b. Modeling & Operational Analysis

- Develop projected traffic volumes for three years: Opening Year (OY), Design Year (DY), and Pavement Design Year (PDY)(OY + 20) based on growth rates obtained from CAMPO model and/or TxDOT.
- Develop a regional system model that will assess projected traffic volumes with and without corridor RC 11 and RC 10.
- Perform LOS analysis based on V/C ratios for major study area roadways with and without corridor RC 11 and RC 10 for DY.
- Using the V/C analysis described above and collected data listed above, compare and contrast potential route options.
- Model through and turning movements at major intersections and termini for CY, OY, DY and PDY.
- Perform intersection LOS analysis using Synchro software for up to 8 major intersections and 2 minor intersections within the study area for final (one) selected alternative.
- Develop Traffic Analysis Report, detailing modeling and analysis results. Include recommendations developed from modeling and analysis results

c. **Deliverables:**

- Traffic Analysis Report

4. **SCHEMATIC DEVELOPMENT**

a. Review and update preliminary alignment developed as part of Route Study to a Final Schematic (Ultimate) submittal per TxDOT Schematic Layout requirements as identified in the TxDOT Roadway Design Manual utilizing approved design criteria.
b. Analyze drainage features and requirements to determine proposed cross drainage culverts and structures as needed.
c. Analyze route at FEMA floodplain crossings. Develop proposed drainage structures that are consistent with floodplain requirements. Obtain concurrence on drainage improvement approach with FEMA Flood Plain administrator.
d. Refine cross sections (at 100-foot stations) and other locations as necessary for the determination of ROW footprint. Cross sections will be organized by corridor segment.
e. Identify ROW acquisition requirements for all proposed ROW parcels along the corridor.
f. Develop Geometric Design Schematic. Develop design document meeting TxDOT Schematic Layout requirements
g. Prepare updated cost estimate for the construction quantities covering all items of the proposed work. Costs will be divided into corridor segments

h. **Deliverables:**

a. Final Schematic (Ultimate) including Proposed ROW requirements
Cost estimate.
b. Cross sections.

5. **SCHEMATIC DRAINAGE STUDY** (**54** total cross drainage structures 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 & proposed schematic. Compare and document the study results with existing studies or models from the County, FEMA, cities, 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 data will be used as directed by County and FEMA Coordinator.

b. Hydraulic Study & Modeling (**54** total crossing drainage structures assumed):

- Provide hydraulic models and/or calculations for the existing and proposed structures.
- 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). 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.
- Determine preliminary limits for drainage easements as needed

c. Impact and Mitigation Analysis:

- Provide documentation of potential 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.

d. Coordinate Drainage Planning with County Staff (3 meetings assumed)

e. Coordinate Drainage Planning with FEMA Floodplain Administrator (2 meetings assumed)

f. 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.

6. **NEED AND PURPOSE STATEMENT**

a. Develop Need and Purpose Technical Report

- The Engineer will identify and describe the proposed action, transportation problem(s), or other needs. The project need(s) will be developed, revised, and refined to establish the rationale for the project.

b. **Deliverables**

- Need and Purpose Technical Report

7. SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES

Environmental Review

a. Identify and gather data on social, economic, and environmental concerns and known constraints (cultural sites, potential waters of the U.S., hazardous material sites, floodplain) based on research of public databases and sources.

b. Develop environmental constraints map of the corridor showing pertinent items identified from desktop research of public databases and sources.

c. Identify preliminary social, economic, and environmental effects for the corridor. Items to be considered include:

- Right-of-Way/Displacements
- Land Use
- Farmlands
- Utility Relocation (based on desktop available data)
- Bicycle and Pedestrian Facilities
- Community and Environmental Features

- Currently identified Cultural Resources (Archeology and Historic Properties) – desktop analysis and field reconnaissance
- Protected Lands (Parks, Preserves
- Water Resources – identify potential waters of the US – no delineation
- Biological Resources – habitat assessment of accessible areas
- Hazardous Materials
- Identification of Potential Impacted Traffic Noise Receivers

d. Determine proposed approach to environmental permitting allowing project development in stages/segments based on proposed funding sources.

e. Develop Social, Economic, and Environmental Constraints report to detail findings to assist in development of Route Study

f. Deliverables

- Social, Economic, and Environmental Constraints Report
- GIS files of constraints (zip file)

8. RIGHT OF WAY STUDIES

Right of Way Studies

a. Determine parcels required by segment for entire corridor (175 assumed) by segment

b. Identify and segregate into groups of acquisition, easements, and/or temporary easements including relocation assistance for residential or commercial properties if needed.

c. Identify conflicts with existing easements and develop approaches to resolution

d. Develop preliminary estimate of ROW acquisition costs, by parcel, by segment.

e. Develop schedule of acquisition and relocation (as needed)

f. Develop ROW Report including acquisition and easement parcels, and relocation assistance (as needed)

g. **Deliverables**

- Summary of ROW parcels, ownership info, and estimated acquisition costs
- ROW Acquisition report

9. PUBLIC INVOLVEMENT

a. **Public Involvement Plan**

CD&P will work with the County and the WSB team to develop a Public Involvement Plan outlining the goals and anticipated timeline of the engagement process. The plan will include a variety of public engagement strategies, tools, and materials to reach a broad range of local stakeholders and travelers in the area.

Deliverables

- Draft Public Involvement Plan (up to 2 rounds of revisions)
- Final Public Involvement Plan

b. **Stakeholder Database and Communication**

A stakeholder database will be developed and updated throughout the study to include property owners, neighborhood contacts, agency and local jurisdiction contacts, nearby businesses, and any interested individuals. Status updates and information about participation opportunities will be distributed to stakeholders in the database. Stakeholder communication will be logged with action items noted. The study team will set up and monitor a study email address and phone number to provide timely responses to stakeholder inquiries.

Deliverables

- Develop and maintain stakeholder database
- Develop and distribute email updates (up to 6)
- Stakeholder communications and responses
- Set up and maintain study phone number and email account

c. **Study Materials and Tools**

CD&P will develop materials such as handouts, FAQs, or factsheets to share study information and promote public participation. Materials will explain why improvements are needed, outline the process, and encourage community involvement. Maps, illustrations, and graphics will be developed for use in materials.

CD&P will develop a website for the study to share information, participation opportunities, project materials, host the virtual public meetings, and contact information. Website content will be updated as needed to share current information.

Deliverables

- Develop materials and graphics (handouts, FAQs, fact sheets)
- Develop website and content
- Update website and content

d. **Stakeholder Outreach and Meetings**

CD&P will identify opportunities to attend and share updates at neighborhood or community group meetings. CD&P will also arrange, facilitate, and document individual meetings with potentially impacted property owners to visit about property-specific concerns. The study team will also plan and facilitate up to four days of office hours to allow property owners and stakeholders to stop by at their convenience to discuss the study, ask questions, and share comments. County approval will be sought prior to planning or holding any meetings.

Deliverables

- Coordinate, plan, and facilitate stakeholder meetings (up to 20)
- Coordinate, plan, and facilitate office hours (up to 6)
- Provide documentation for all meetings

e. **Public Meetings**

CD&P will plan, facilitate, and document two public meetings to share information about the study and collect input on needs and study concepts. It is anticipated that the meetings will contain both a virtual and in person components. CD&P will coordinate meeting logistics; develop and distribute promotional materials (flyers, advertisements, mailers) and facilitate planning and review meetings with the County and engineering team. Informative and interactive materials will be created (display boards, presentations, and opportunities to share feedback).

Deliverables

- Meeting planning (logistics, location, facility prep)
- Develop and distribute meeting announcements (flyers, ads, mailers)
- Develop public meeting materials (boards, exhibits)
- Facilitate in person meetings (up to 2)
- Develop virtual meetings (up to 2)
- Summary report and analysis of input received

f. **Media Outreach**

The study team will assist the County with media relations and draft media releases to promote public meetings and community participation. Social media posts will be drafted for posting on
County accounts, and the team will coordinate and distribute posts to be shared on community group pages.

Deliverables

- Develop media releases and assist with distribution (up to 4)
- Develop social media content and assists with promotion efforts

10. 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.

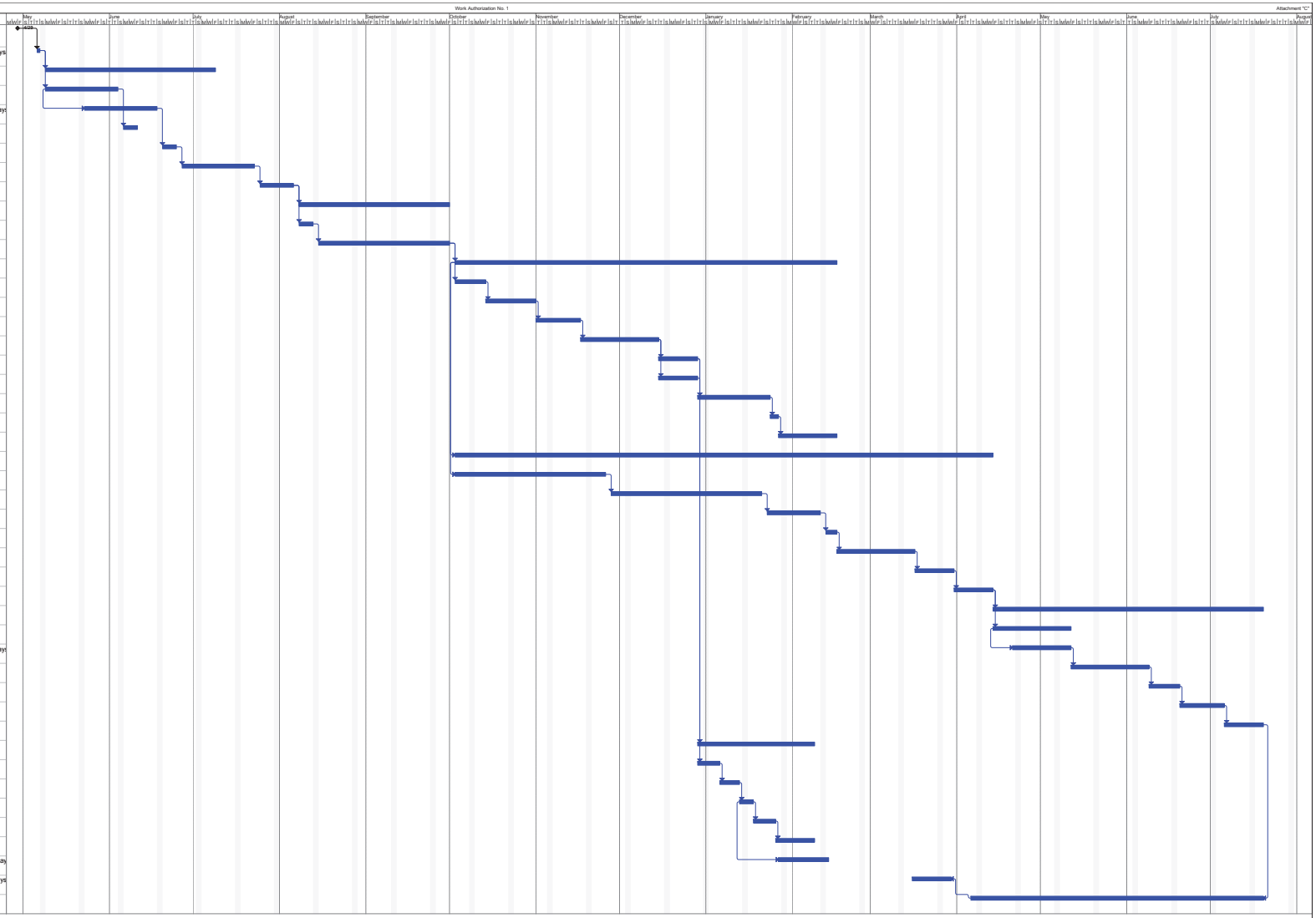
11. EXCLUSIONS:

- The following items are not included in this work authorization:
  - SURVEY
  - COORDINATION WITH CAMPO, TXDOT, AND CTRMA

- PS&E DEVELOPMENT
- ROW MAPPING AND ACQUISITION
- ENVIRONMENTAL PERMITTING
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- CONSTRUCTION PHASE SERVICES
- UTILITY COORDINATION OR RELOCATION ESTIMATES
- STREETLIGHT O-D DATA COLLECTION AND ANALYSIS

CR 201 — Work Authorization No. 1 — Attachment "C"

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Notice To Proceed**	0 days	Fri 4/29/22	Fri 4/29/22	
2	Kick-Off Meeting	1 day	Fri 5/6/22	Fri 5/6/22	1FS+5 days
3	**Route and design Studies**	45 days	Mon 5/9/22	Fri 7/8/22	2
4	Data Collection	20 days	Mon 5/9/22	Fri 6/3/22	2
5	Stakeholder Coordination	20 days	Mon 5/23/22	Fri 6/17/22	1SS+10 days
6	Develop Design Criteria	5 days	Mon 6/6/22	Fri 6/10/22	4
7	Establish Study Area	5 days	Mon 6/20/22	Fri 6/24/22	5
8	Route Study	20 days	Mon 6/27/22	Fri 7/22/22	7
9	Submit Route Study to County for review	10 days	Mon 7/25/22	Fri 8/5/22	8
10	**Traffic Analysis and Projections**	40 days	Mon 8/8/22	Fri 9/30/22	9
11	Data collection	5 days	Mon 8/8/22	Fri 8/12/22	9
12	Modeling and Analysis	35 days	Mon 8/15/22	Fri 9/30/22	11
13	**Schematic Development**	99 days	Mon 10/3/22	Thu 2/16/23	12
14	Update alignments	9 days	Mon 10/3/22	Thu 10/13/22	12
15	Anaylize drainage features	12 days	Fri 10/14/22	Mon 10/31/22	14
16	Analyze FEMA crossings	12 days	Tue 11/1/22	Wed 11/16/...	15
17	Refine cross sections	20 days	Thu 11/17/22	Wed 12/14/...	16
18	Identify ROW requireements	10 days	Thu 12/15/22	Wed 12/28/...	17
19	Develop structural details	10 days	Thu 12/15/22	Wed 12/28/...	17
20	Develop schematic layout and geometrics	18 days	Thu 12/29/22	Mon 1/23/23	19
21	Develop cost estimates	3 days	Tue 1/24/23	Thu 1/26/23	20
22	Submit Schematic Layout to County for review	15 days	Fri 1/27/23	Thu 2/16/23	21
23	**Develop Schematic Drainage Study**	139 days	Mon 10/3/22	Thu 4/13/23	13SS
24	Hydrologic Study and Modeling	40 days	Mon 10/3/22	Fri 11/25/22	13SS
25	Hydraulic Study and Modeling	40 days	Mon 11/28/22	Fri 1/20/23	24
26	Impact and Mitigation Analysis	15 days	Mon 1/23/23	Fri 2/10/23	25
27	Coordinate with County	4 days	Mon 2/13/23	Thu 2/16/23	26
28	Coordinate with FEMA	20 days	Fri 2/17/23	Thu 3/16/23	27
29	Develop Drainage Report	10 days	Fri 3/17/23	Thu 3/30/23	28
30	County review of Drainage Report	10 days	Fri 3/31/23	Thu 4/13/23	29
31	**Environmental Feasibility Studies**	69 days	Fri 4/14/23	Wed 7/19/23	30
32	Develop Purpose and Need report	20 days	Fri 4/14/23	Thu 5/11/23	30
33	Determine constraints and develop constraints map	15 days	Fri 4/21/23	Thu 5/11/23	32SS+5 days
34	Identify social, economic, and env. effects	20 days	Fri 5/12/23	Thu 6/8/23	33
35	Develop environmental permitting plan	7 days	Fri 6/9/23	Mon 6/19/23	34
36	Develop Environmental Constraints Report	12 days	Tue 6/20/23	Wed 7/5/23	35
37	Submit Rnv. Constraints Report for County review	10 days	Thu 7/6/23	Wed 7/19/23	36
38	**Right Of Way Studies**	30 days	Thu 12/29/22	Wed 2/8/23	18
39	Collect parcel data	6 days	Thu 12/29/22	Thu 1/5/23	18
40	Identify existing ROW, easement conflicts	5 days	Fri 1/6/23	Thu 1/12/23	39
41	Develop ROW cost estimates	3 days	Fri 1/13/23	Tue 1/17/23	40
42	Develop ROW Report	6 days	Wed 1/18/23	Wed 1/25/23	41
43	Submit ROW report to County for review	10 days	Thu 1/26/23	Wed 2/8/23	42
44	**Public Involvement**	12 days	Fri 1/27/23	Mon 2/13/23	1SS+10 days
45	Develop PI Plan	10 days	Thu 3/16/23	Thu 3/30/23	46SF-5 days
46	Implement PI Plan	75 days	Thu 4/6/23	Wed 7/19/23	37FF



Project: CR 201/Williamson County
Date: Mon 4/11/22

Task — Milestone — Project Summary — External Milestone — Inactive Milestone — Manual Task — Manual Summary Rollup — Start-only — Progress
Split — Summary — External Tasks — Inactive Task — Inactive Summary — Duration-only — Manual Summary — Finish-only — Deadline

Page 1

EXHIBIT D

Fee/Rate Schedule

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

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** Kasi Heilig **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** kasi.heilig@marshmma.com
INSURED WSBASSOCIA WSB & Associates Inc dba WSB Engineers and Surveyors Inc 1221 S MoPac Expy, #355 Austin TX 78746	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co PittsburghPA / 19445 **INSURER B :** QBE Specialty Insurance Company / 11515 **INSURER C :** Princeton Excess & Surplus Lines Ins Co / 10786 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 194388020 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL5425678	3/1/2021	3/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA4693553	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	82A3FF000283401	3/1/2021	3/1/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC015853268	3/1/2021	3/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Liability			MQSX0000715201	3/1/2021	3/1/2022	Each Occurrence Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company B and Company C are subject to statutes and regulations of surplus lines carriers.

County, its directors, officers and employees are Additional Insured on a primary non-contributory basis as required by written contract or agreement limited to General Liability, Automobile Liability and Umbrella Liability Coverage. A Waiver of Subrogation applies on General Liability, Automobile Liability, Workers Compensation and Umbrella Liability in favor of the Additional Insured as required by written contract or agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER

Hays County
111 E. San Antonio Street
Room 202
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2021

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PRODUCER	CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Co.	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

WSB & Associates, Inc.
dba WSB Engineers and Surveyors Inc
1221 S MoPac Expy, #355
Austin TX 78746

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 14A **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			DPR9984220	10/01/2021	10/01/2022	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Professional Liability Per Claim Deductible - $50,000

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

Hays County
111 East San Antonio Street
Suite 300
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa M. Anderson

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Hold a public hearing with possible action to establish stop locations on Appaloosa Way, in Appaloosa Acres subdivision, at the intersection with Petras Way and at the intersection with Bridle Path.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

There is a need to establish stop sign locations on Appaloosa Way at each end where it T's at Petras Way and at Bridle Path for safety concerns and enforcement.

Appaloosa Acres
Existing & proposed stop sign locations.
Legend
Stephanies Trail
Petra's Way
Kai Vista Dr
Petra's Way
Appaloosa Way
Bridle Path
STOP
Existing
Bridle Path
Appaloosa Way
Petras Way
New
STOP
Google Earth
303
N
1000 ft

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Hold a public hearing with possible action to establish stop locations on Crosscreek Drive & Bluff Trail at their intersections with Bear Creek Pass in Bear Creek Estates subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

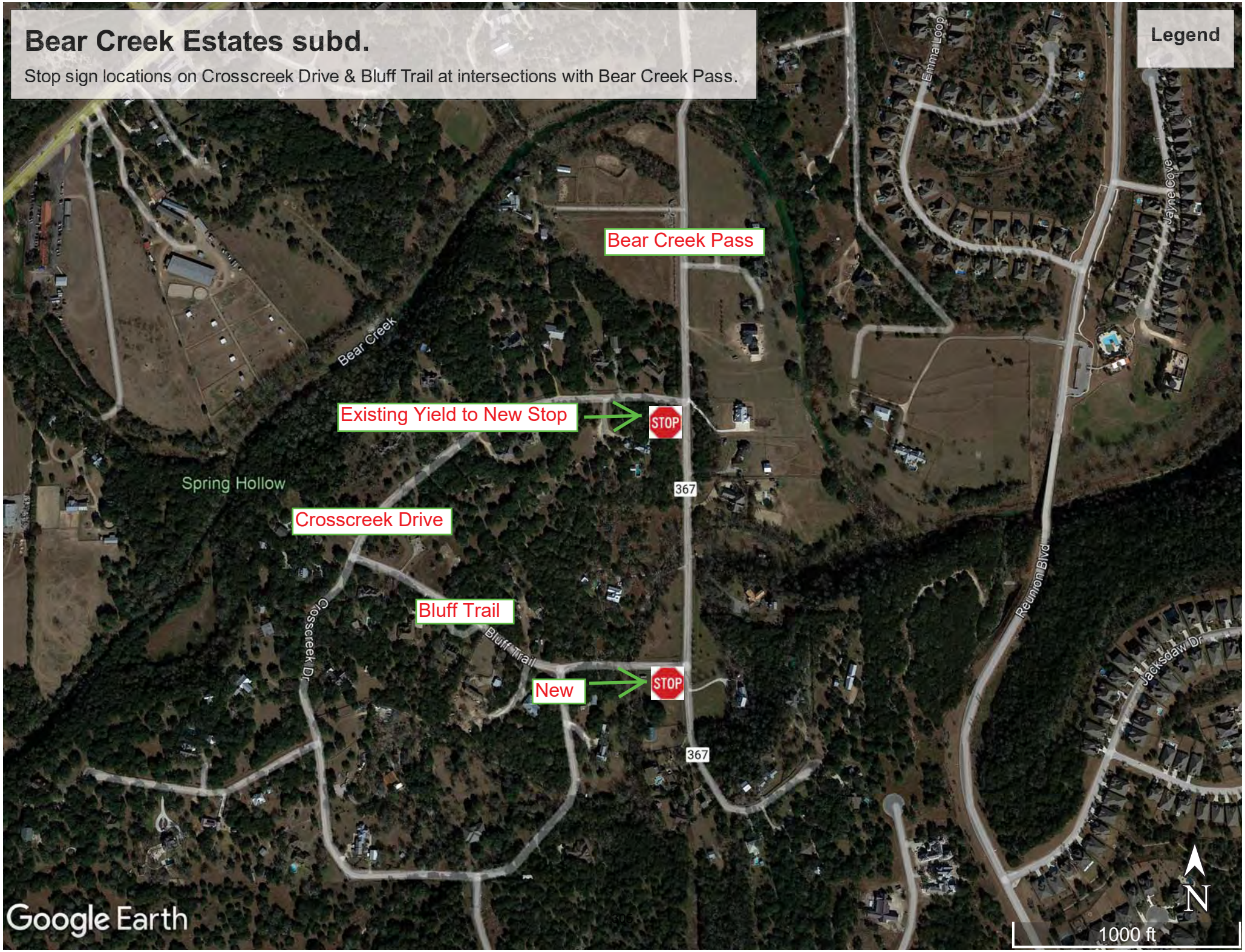
AUDITOR COMMENTS:

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

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

SUMMARY

There is a need to establish a stop sign location on Crosscreek Drive, which will replace an existing Yield sign, as well as a stop sign location on Bluff Trail where both roads intersect Bear Creek Pass for safety concerns and enforcement.


Bear Creek Estates subd.
Stop sign locations on Crosscreek Drive & Bluff Trail at intersections with Bear Creek Pass.
Legend
Bear Creek Pass
Bear Creek
Existing Yield to New Stop
STOP
Spring Hollow
367
Crosscreek Drive
Bluff Trail
Crosscreek Dr
Bluff Trail
New
STOP
367
Reunion Blvd
Jacksdaw Dr
Emma Loop
Cave Cove
N
1000 ft
Google Earth

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 2 in the amount of $36,145.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project in Precinct 4, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 10, 2022	$36,145.00

LINE ITEM NUMBER

035-804-96-872.5621_400

AUDITOR USE ONLY

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 REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, Transportation Director	SMITH	N/A

SUMMARY

This Contract Amendment increases the contract compensation cap by $36,145.00 from $245,000.00 to $281,145.00. This will allow for the execution of Work Authorization #2 Supplemental #2 which authorizes revisions to driveway number two, the nearby retaining wall and drainage features; revisions to replace the driveway along Trautwein on the northwest property and a potential mailbox relocation. 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. 2
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
US 290 West at Trautwein Road ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and 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 $245,000.00; 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 $245,000.00 to $281,145.00.

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:

By: _____
Signature

James W. Kennedy
Printed Name

Vice-President
Title

April 19, 2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Carlos A. Lopez, P.E.
5/4/2022

EXHIBIT B

ENGINEERING SERVICES

Engineer will provide professional services including feasibility studies, planning, traffic engineering, environmental studies, geotechnical studies, hydrologic and hydraulic studies, surveying, structural design, roadway design, and development of Plans, Specifications, and Estimates as needed for proposed improvements to the US 290 and Trautwein Road corridors, intersection, and related facilities and infrastructure.

Specifically, safety improvements including traffic signal design and future work towards the proposed widening of Trautwein Road as well as other modifications as requested by TxDOT at the intersection of US 290 and Trautwein Road.

Also, Scope of services will include identification of, and appraisal of, a driveway on Trautwein Road.

EXHIBIT D

Fee/Rate Schedule

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of $232,000.00 to the Professional Services Agreement between Hays County and RPS Infrastructure, Inc. for the FM 621 Safety Improvements project in Precinct 1, as part of the Hays County Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 10, 2022	$232,000.00

LINE ITEM NUMBER

035-801-96-521.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since total contract amount is more than 25% of original contract amount.

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

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

SUMMARY

The requested Contract Amendment increases the contract compensation cap by $232,000.00 from $593,000.00 to $825,000.00. This will allow for the execution of Work Authorization #3 which authorizes Phase 2 (Picasso Drive to CR 266/Old Bastrop) construction management plan development, two additional plan submittals, updates to plan set due to new letting dates, and traffic control plan adjustment to help decrease duration of intersection closure, in the amount of $167,624.76. The cap increase also includes budget for construction phase services on Phase 2. Phase 1 construction phase services was previously authorized through Work Authorization #2.

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

HAYS COUNTY ROAD BOND PROJECT:
FM 621 (DeZavala Drive to East of CR 266) ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, 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 May 12, 2020 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $593,000.00; 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 $593,000.00 to $825,000.00.

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, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

John Friedman
Printed Name

Vice President
Title

4-28-2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Carlos A. Lopez, P.E.
5/4/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of $9,970.00 to the Professional Services Agreement between Hays County and HDR Engineering, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract and related to the 2016 Road Bond Program RM 3237 at RM 150 Roundabout project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 10, 2022	$9,970.00

LINE ITEM NUMBER

035-803-96-772.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This HDR Contract Amendment increases the contract compensation cap by $9,970.00 from $750,000.00 to $759,970.00 to allow for the execution of Supplemental #1 to Work Authorization #2 in the amount of $63,544.00 for the RM 3237 at RM 150 Roundabout Road Bond Project [16-772-034]. The increase is necessary due to the construction time frame being extended two months and ten additional contractor submittal reviews.

HDR was awarded one of three on-call CE&I contracts as a respondent through RFQ 2020-Q03 and executed a contract on July 28, 2020. On December 22, 2020, HDR was selected to perform CE&I services for the RM 3237 at RM 150 Roundabout project.

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

HAYS COUNTY ROAD BOND PROJECT:
On-Call CE&I Professional Services (RFQ-2020-Q03) ("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 HDR Engineering, 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 July 28, 2020 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $750,000.00; 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 $750,000.00 to $759,970.00.

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, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Justin A. Word, P.E.	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
04/21/2022	_____
Date	Date

Carlos A. Lopez, P.E.
5/4/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and West Travis County Public Utility Agency (PUA) relating to the County's Darden Hill Road at Sawyer Ranch Road Roundabout project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 10, 2022	$23,343.00

LINE ITEM NUMBER

035-804-96-867]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County is developing a Roundabout improvement at the intersection of Darden Hill Road and Sawyer Ranch Road as part of the County's 2016 Road Bond Program. The County will be responsible for the construction letting and construction management of the project. Construction of the project will require the relocation of a portion of a 16” water line operated by the West Travis County PUA, which will be jointly bid with construction of the project. The cost for the waterline relocation is currently estimated to be $400,169.00 and is the cost responsibility of West Travis County PUA. Construction of the project will also require the acquisition of a 25' shared-use utility easement which has been acquired by Hays County at the County's sole expense and dedicated to West Travs County PUA and Pedernales Electric Cooperative, Inc. (PEC) via a Possession and Use Agreement with the property owner. The cost for the shared-use utility easement is $23,343.00. The Interlocal Agreement would memorialize the roles and responsibilities of Hays County and West Travis County PUA regarding the waterline relocation and the reimbursement to the County by West Travis County PUA for the costs associated with the waterline relocation.

Budget Amendment:
.4304 Increase Intergovernmental Revenue Capital - $400,169
.5611_700 Increase Construction - $400,169

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
RELATED TO THE RELOCATION OF WATER SYSTEM IMPROVEMENTS
(DARDEN HILL ROAD AT SAWYER RANCH ROAD ROUNDABOUT PROJECT)

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

This Interlocal Agreement (the "**Agreement**") is entered into as of this _____ day of __ _____, 2022, by and between Hays County, a political subdivision of the State of Texas (the "**County**") and the West Travis County Public Utility Agency (the "**WTCPUA**") (collectively, the "Parties"). In this Agreement, the County and the WTCPUA are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

RECITALS

WHEREAS, the County has been and is in the process of developing roundabout intersection improvements at Darden Hill Road and Sawyer Ranch Road (the "**Project**") at the approximate location shown in Exhibit A, Project Location; and

WHEREAS, both Parties have determined that the Project will necessitate the relocation of a portion of a 16" water line operated by the WTCPUA (the "**water line relocation**"); and

WHEREAS, both Parties have determined that the Project will necessitate the acquisition of a shared-use easement by the County to be used by the WTCPUA; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall effect the water line relocation and the WTCPUA shall reimburse the County for the water line relocation, and the County shall acquire the shared-use easement for use by the WTCPUA;

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

I.
STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the water line relocation necessitated by the Project being developed by the County, and the acquisition of a shared-use easement by the County for use by the WTCPUA.

1.02 County Relocation of Water Line. The County shall construct the water line relocation in accordance with the Plans to be furnished by the WTCPUA. The relocation will occur

jointly with the construction of the Project by the County. The current portion of water line to be relocated is located within right-of-way (ROW) associated with the existing Darden Hill Road at Sawyer Ranch Road intersection and shall be relocated by the County within ROW associated with the proposed intersection improvements at Darden Hill Road and Sawyer Ranch Road. Plans for the water line relocation are attached as Exhibit B.

1.03 County Acquisition of Shared-Use Easement. Hays County shall acquire, at the County's sole expense, a 25' shared-use easement and dedicate said shared-use easement to the WTCPUA and the Pedernales Electric Cooperative, Inc. (PEC). The estimated acquisition costs associated with the shared-use easement are estimated to be $23,343.00.

1.04 WTCPUA Obligations. The WTCPUA shall at its own expense be responsible for the development of the Plans for the water line relocation and provide those Plans to the County. The WTCPUA shall reimburse the County for the cost of the relocation, currently estimated at $400,169.00, as shown on Exhibit C, Estimated Water Line Relocation Cost. Within thirty (30) days following the award of the contract for the construction of the Project, the Parties will true-up the actual costs related to the construction of the water line relocation. The County will invoice the WTCPUA on a monthly basis for all costs related to the water line relocation. The WTCPUA will provide funds to the County for the invoiced amount within thirty (30) calendar days after receipt of invoice. County and WTCPUA cost responsibilities are summarized in Exhibit D, Estimated County and WTCPUA Cost Responsibility Summary.

1.05 Continuation of Service. The County agrees that the water line relocation shall be undertaken so as to minimize any disruption of water service to existing customers of the WTCPUA and will not result in the loss of water service to any such customers for a period of more than one (1) business day between the hours of 8:00 AM Central and 5:00 PM Central and not to occur on a holiday or weekend day. In addition, the County shall provide the Parties 10 days' written notice of any scheduled disruption to water service caused by the Waterline Adjustments.

II. CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall complete and construct the water line relocation and that the WTCPUA will reimburse the County for all costs associated with the water line relocation, as set forth in this Agreement.

2.02 Construction Plans. The WTCPUA shall provide the Plans related to the water line relocation to the County for incorporation into the construction of the proposed improvements at Darden Hill Road and Sawyer Ranch Road, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction.

2.03 Inspection. The WTCPUA may inspect the physical improvements related to the water line relocation during construction. If the WTCPUA's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the WTCPUA, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the District. Any costs related to the WTCPUA's inspection shall be borne solely by the WTCPUA.

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

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the water line relocation that will be joint bid with the Project to name WTCPUA as an additional insured on all bonds and policies related to the water line relocation. The County shall require the contractor to provide maintenance, performance, and payment bonds in favor of WTCPUA for the water line relocation. The County shall transfer all warranties for the water line relocation to WTCPUA upon final completion and acceptance of the work. Warranties shall be for a period of not less than two (2) years after completion of the water line relocation.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

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

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

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

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

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

IV.
GENERAL PROVISIONS

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

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

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

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

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the Plans.

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

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

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

WTCPUA:
West Travis County Public Utility Agency
Attn: Tricia S. Tichenor-Altamirano, P.E.
Telephone: (512) 501-8084
Email: taltamirano@wtcpua.org

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

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

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

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

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

(SIGNATURES ON FOLLOWING PAGE)

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
County Clerk

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Ruben Becerra of Hays County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: M. Scott Roberts

Date: April 21, 2022

ATTEST:

By: [signature]

4/21, 22

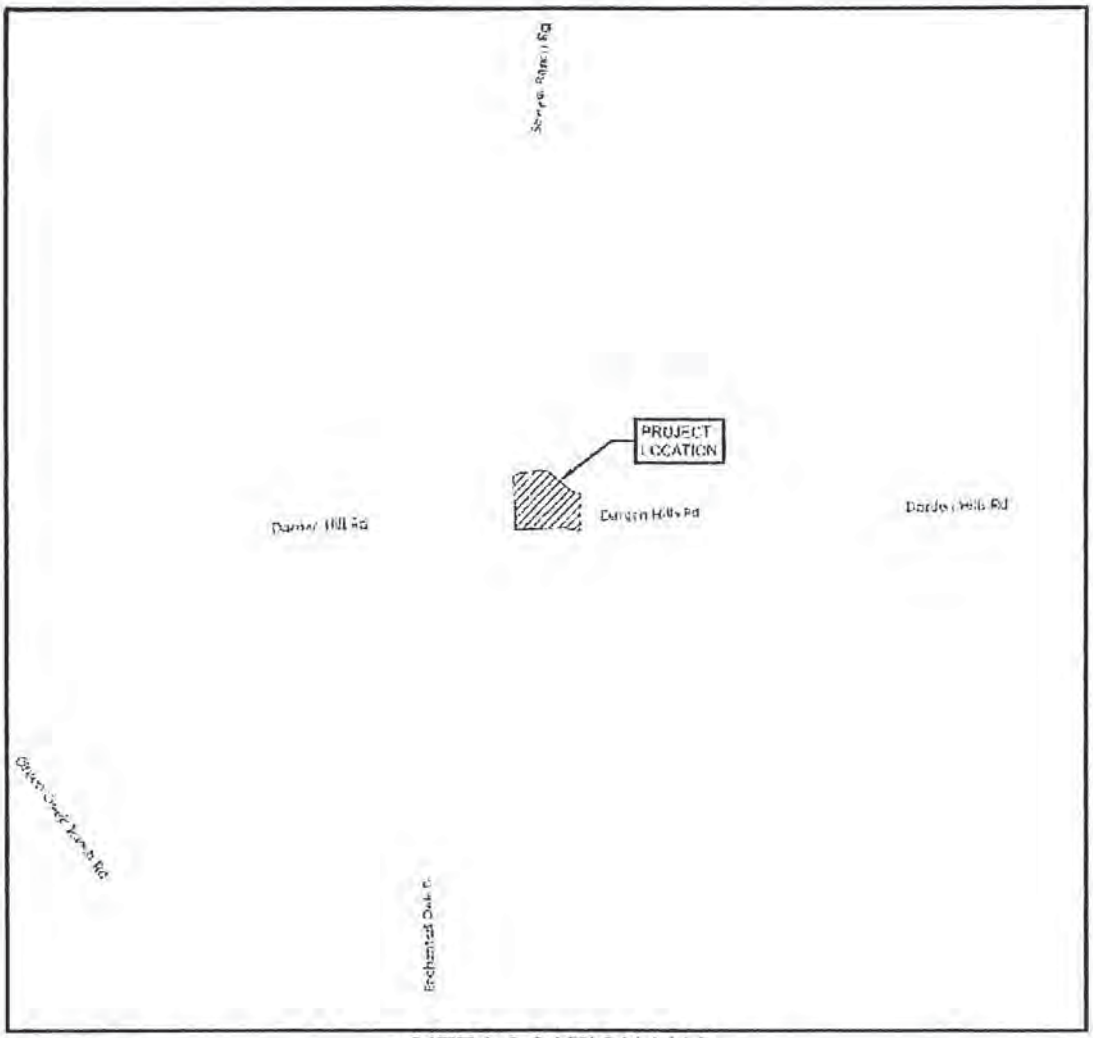
THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this 21 day of April, 2022, by M.Scott Roberts of the West Travis County Public Utility Agency.

Jennifer Riechers
Notary Public, State of Texas

JENNIFER RIECHERS
Notary Public, State of Texas
Comm. Expires 04-01-2024
Notary ID 124872432

EXHIBIT A
PROJECT LOCATION



SITE LOCATION MAP

SCALE NTS

MAPSCO PG.: 696Q
GRID #: AT13

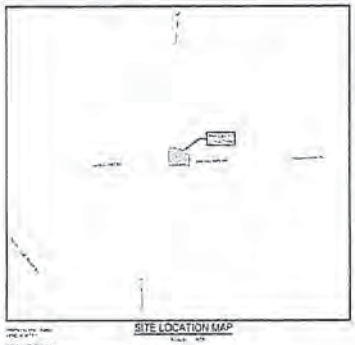
PRESSURE PLANES

EX 16" (DARDEN HILL RD AND SAWYER RANCH RD)
1420 HG.

EX 6" (DARDEN HILL RD AND SAWYER RANCH RD)
1309 HG.

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

CONSTRUCTION PLANS FOR
DARDEN HILL ROAD ROUNDABOUT WATERLINE RELOCATION
HAYS COUNTY, TEXAS



SITE LOCATION MAP

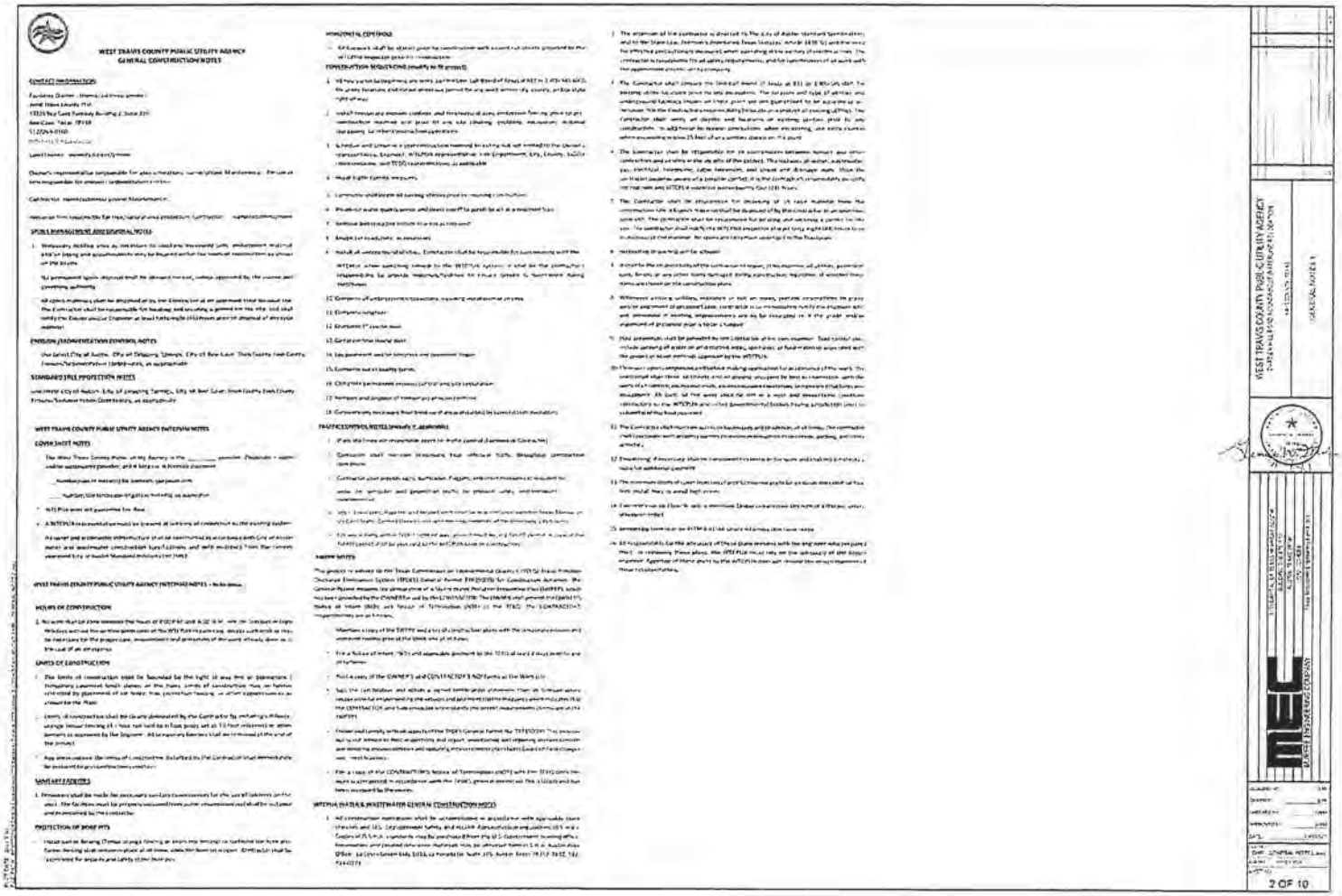
Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES 1
3	GENERAL NOTES 2
4	OVERALL WEST DARDEN HILL ROAD WATERLINE RELOCATION PLAN
5	WATERLINE STRAIN ANCHOR PLAN
6	WATERLINE PLAN & PROFILE
7	WATERLINE PLAN & PROFILE
8	DETAILS 1
9	DETAILS 2
10	DETAILS 3

SUBMITTAL DATE:

MURFEE ENGINEERING COMPANY

EXHIBIT B
WATER LINE RELOCATION PLANS



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
GENERAL CONSTRUCTION NOTES

CONTACT INFORMATION

Facilities Owner: (Name) and (Phone number)
Jamil Water Supply Inc.
13215 Red Cedar Parkway, Building 2, Suite 201
New Caney, Texas 77357
512-924-9100

Land Owner: (name) and (city) (name)

Owner's representative responsible for plan submittals, surveying and all engineering: (Name of firm responsible for engineer / professional surveyor's name)

Contractor: (name/business) general superintendent or...

Name of firm responsible for the installation of wet construction: (name/business)name

SPOILS MANAGEMENT AND DISPOSAL NOTES:

1. Temporary stockpile areas as necessary for construction, environmental (soil), embankment material and/or topsoil and groundwater may be required within the identified construction limits as shown on the plans.

   No permanent spoils disposal shall be allowed on site, unless approved by the owner and governing authority.

   All spoils materials shall be disposed of by the Contractor at an approved site that is not over the floodplain. The Contractor shall be responsible for hauling and securing a permit for the site and shall notify the Engineer and/or Inspector at least forty-eight (48) hours prior to disposal of any spoil material.

EROSION / SEDIMENTATION CONTROL NOTES

The latest City of Austin, City of Dripping Springs, City of Bee Cave, Travis County, Hays County, Williamson County and/or (Name of Jurisdiction), as applicable

STANDARD FIRE PROTECTION NOTES

The latest City of Austin, City of Dripping Springs, City of Bee Cave, Travis County, Hays County, Williamson County and/or (Name of Jurisdiction), as applicable

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY INTEGRAL NOTES

COVER SHEET NOTES

The West Travis County Public Utility Agency is the _____ provider. Potable water and/or wastewater provider, and it serves a (Name of Subdivision)

- ____ Number (use in reverse) lot owners, per (use unit)
- ____ Number (use in reverse) irrigation meter(s), as applicable

- All Plans are not guaranteed fire flow.
- A WATER line extension must be placed at (address of connection to the existing system).

All water and wastewater infrastructure shall be constructed in accordance with City of (name) water and wastewater construction specifications, and shall be utilized from the current approved City of (name) Standard Specifications (SP).

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY INTEGRAL NOTES - to be done

HOURS OF CONSTRUCTION

1. No work shall be done between the hours of 8:00 PM and 6:00 AM, Monday through Friday, and no time on the weekends or (WTPUA Holiday), except with prior approval from the Engineer, and then only when it is necessary for the proper care, maintenance and protection of the work already done or in the case of an emergency.

LIMITS OF CONSTRUCTION

1. The limits of construction shall be denoted by the right of way line or easements / temporary easement limit shown on the Plans. Limits of construction may be further restricted by placement of silt fence, tree protection fencing, or other appurtenances as shown on the Plans.

2. Limits of construction shall not be any greater than the Contractor is allowed to disturb, except minor fencing (4' - 6' high chain link or split rail) set at 10 foot increments or other barriers as approved by the Engineer. All temporary barriers shall be removed at the end of the project.

3. Any areas outside the limits of construction disturbed by the Contractor shall immediately be restored to pre-construction conditions.

SANITARY FACILITIES

1. Provisions shall be made for portable sanitary conveniences for the use of laborers on the work. The facilities must be properly screened from public observation and shall be maintained and serviced by the contractor.

PROTECTION OF ROAD PITS

- Install such as fencing (Orange or grey fencing or even rope fencing) or surface the hole pre-further fencing shall remain in place at all times, unless the hole is in use. Street pit shall be maintained for access and safety to the public.

MONUMENTS & CONTROLS

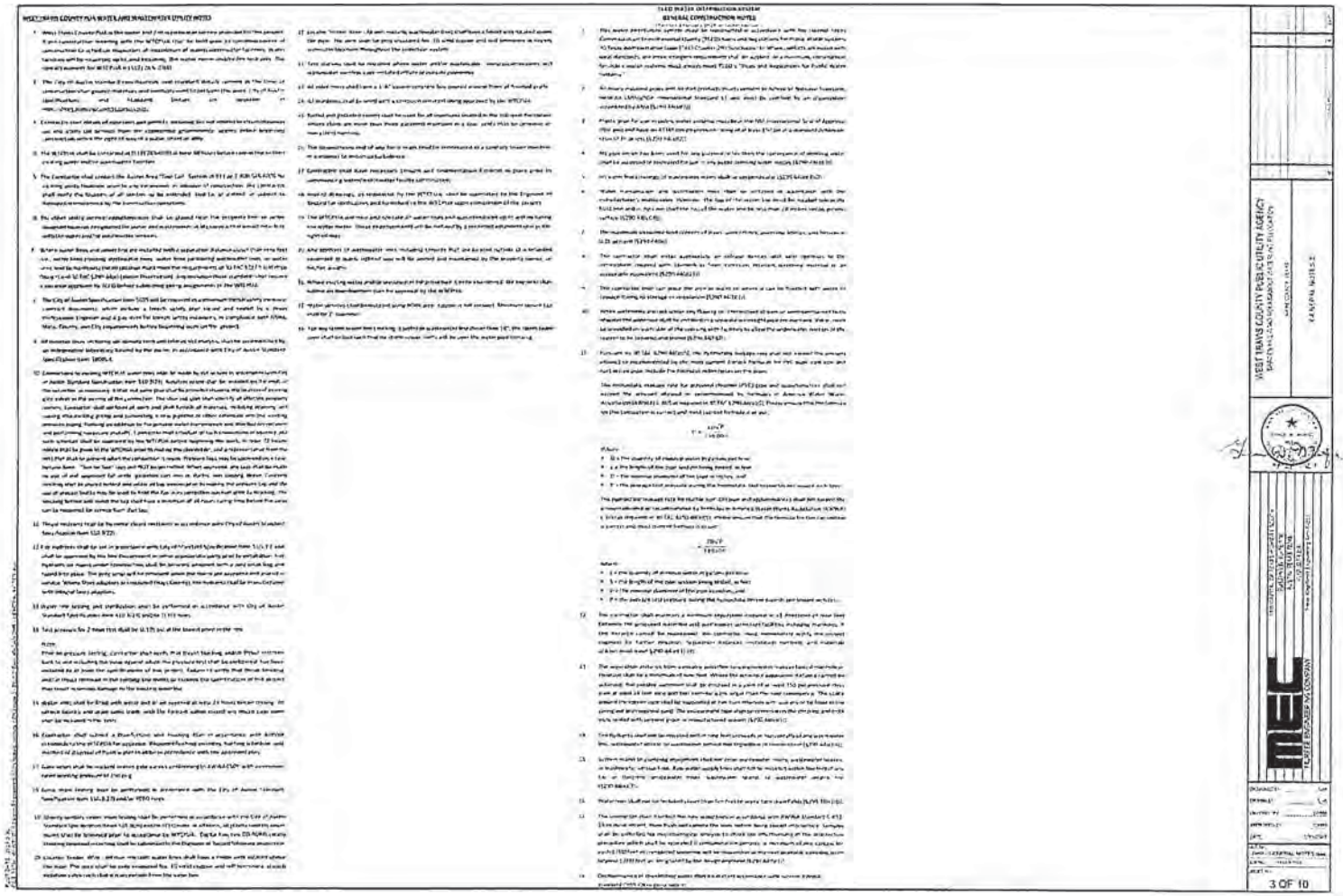
- All monuments shall be placed prior to construction and accounted for on plans prepared by the certified registered professional surveyor.

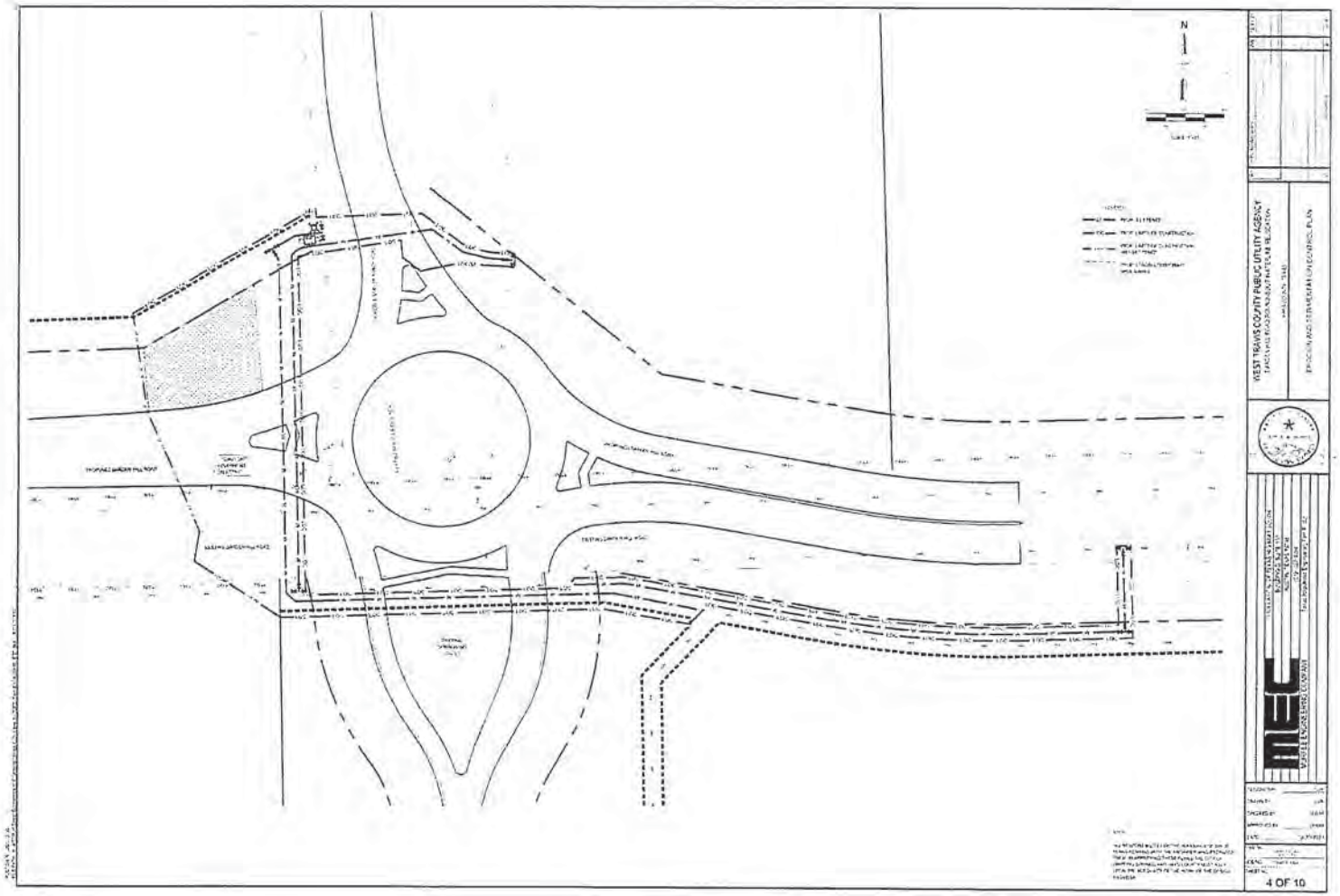
CONSTRUCTION SEQUENCING (modify as is proper)

1. All new water and wastewater line work, perimeter, (all Standard Specifications) (WTPUA Specifications), the (name) Department, (name) Fire Department, (name) Utility Department, and TCEQ requirements, as applicable
2. Install traffic control measures.
3. Construct entrance as per approved plans.
4. Install temporary erosion control and tree protection fencing prior to any construction materials and prior to any site clearing (including excavation) to ensure the safety of construction personnel.
5. Notify and schedule a pre-construction meeting to occur not less than 48 hours prior to any construction activities with the Owner's representative, Engineer, WTPUA representative, the Department, City, County, Public Utility Commission, and TCEQ representatives, as applicable
6. Install traffic control measures.
7. Construct underground all existing utilities prior to resuming construction.
8. Provide all water quality ponds and divert runoff to ponds for all of development
9. Begin lot excavation, as necessary.
10. Install all necessary utilities. Contractor shall be responsible for commencing with the WTPUA when applying (name) to the WTPUA system, it shall be the (name/title) responsibility for (name) to ensure (name) is contacted during construction.
11. Complete all underground utility connections, including miscellaneous services.
12. Complete subgrade.
13. Construct 1st course base.
14. Construct 1st course flexible base.
15. Complete curb and gutter.
16. Set grade and lot boundary stakes.
17. Complete asphalt pavement.
18. Complete permanent erosion control measures and site restoration.
19. Remove and dispose of temporary erosion control.
20. Complete any necessary final break-up of areas disturbed by construction activities.

TRAFFIC CONTROL NOTES (modify if applicable)

1. If any traffic will be temporarily open to traffic control (Contractor or Contractor)
2. Contractor shall maintain minimum two vehicle traffic throughout construction process.
3. Contractor shall provide safety barricades, flaggers, and other measures as required to:
   - (name) for complete and (properties) traffic for pedestrian safety and minimum inconvenience.
   - (name) for complete and (properties) traffic for pedestrian safety and minimum inconvenience.
4. Only (name) flaggers and (name) certified to be in control over traffic flow on (name) Control Devices (CDs) and shall meet requirements of the (name) City Ordinance.
5. For any activity within (name) right-of-way, prior (name) for (name) permit is required. (name) shall be given (name) notice of work, prior (name) for (name) permit is required. (name) shall be given (name) notice of work, prior (name) for (name) permit is required. (name) shall be given (name) notice of work

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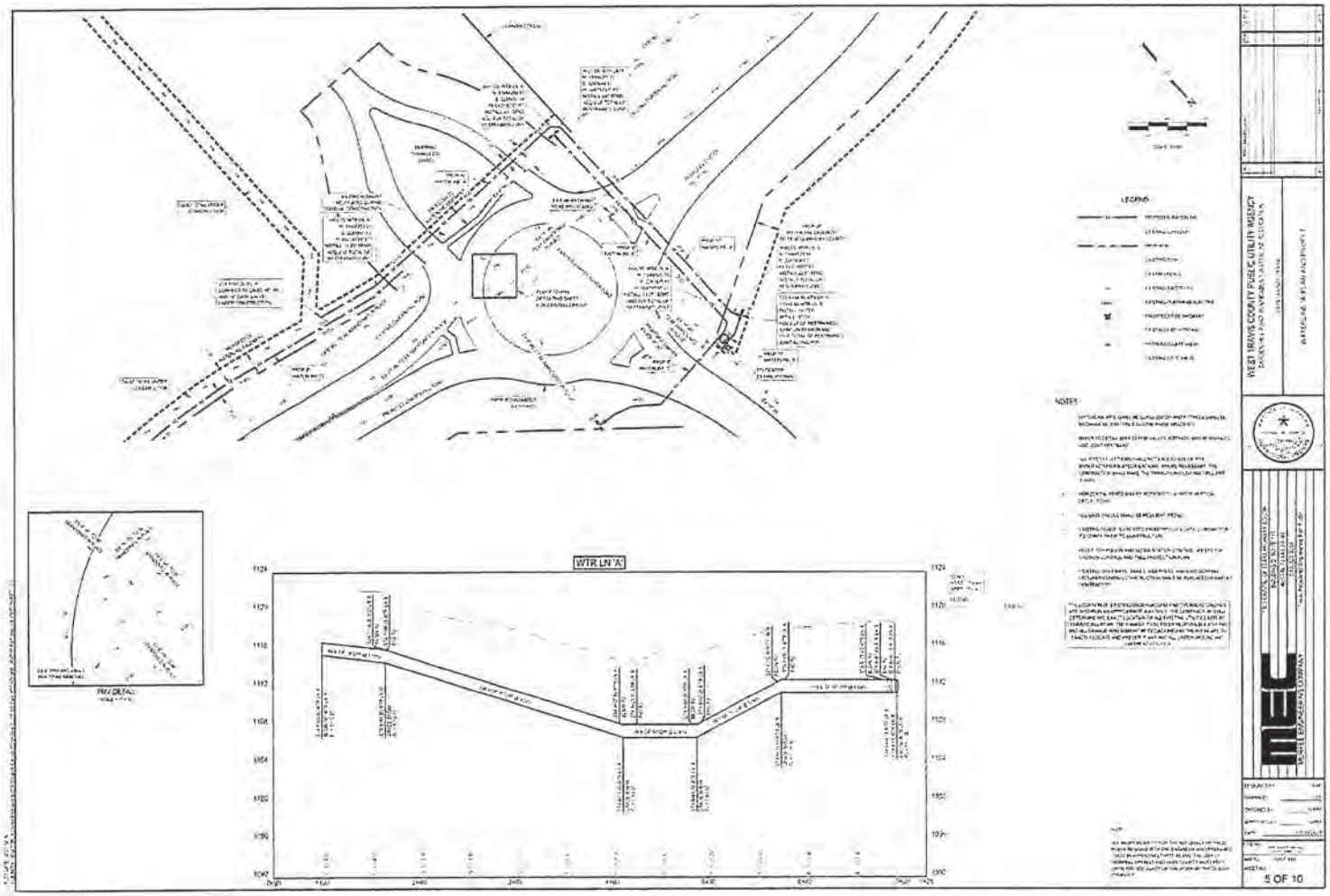
WEST TEXAS COUNTY PUBLIC UTILITY AGENCY
4 OF 10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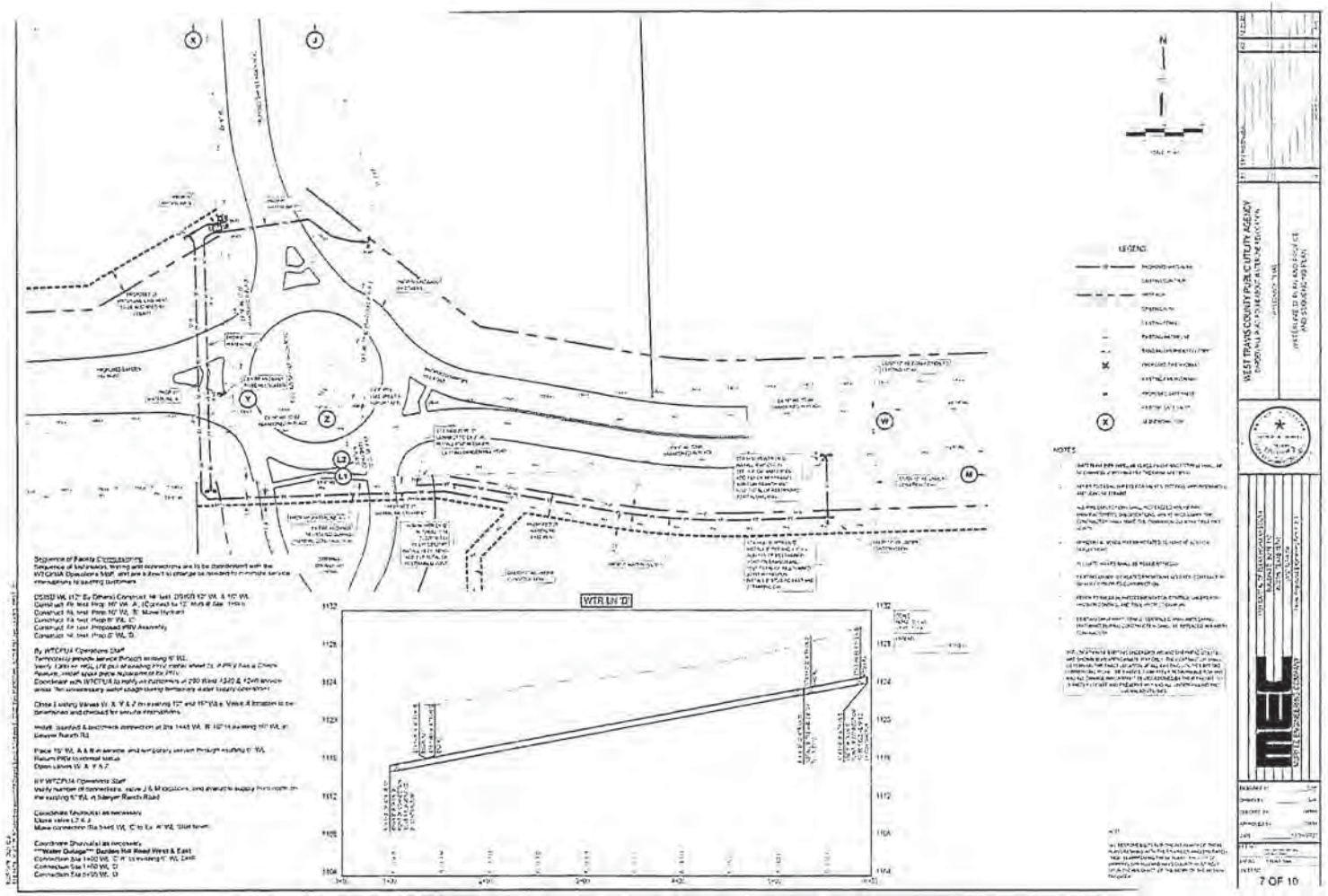
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
5 OF 10

14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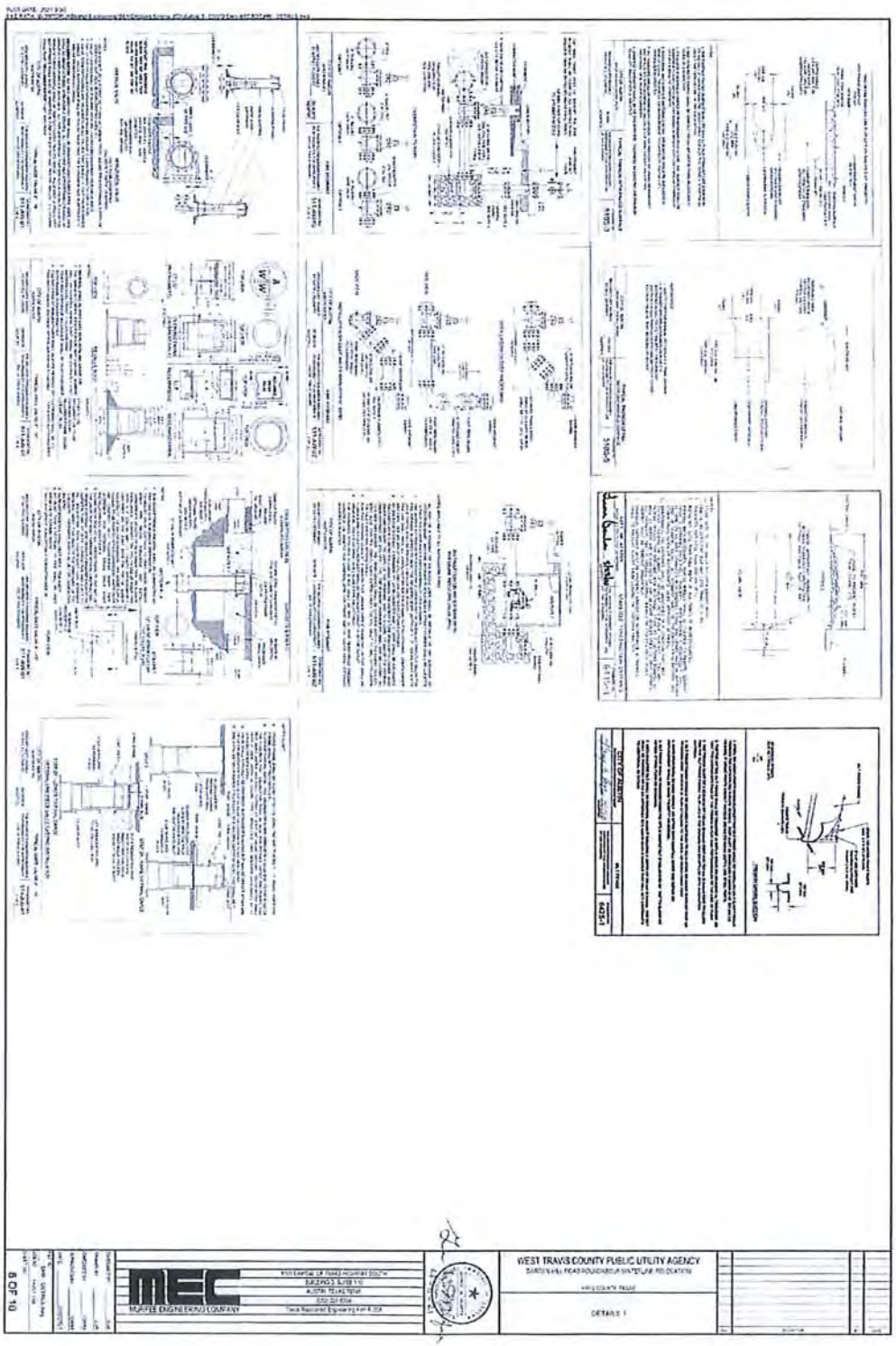
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
7 OF 10


WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
DETAILS 1
MEC
MUFFEE ENGINEERING COMPANY
8 OF 10

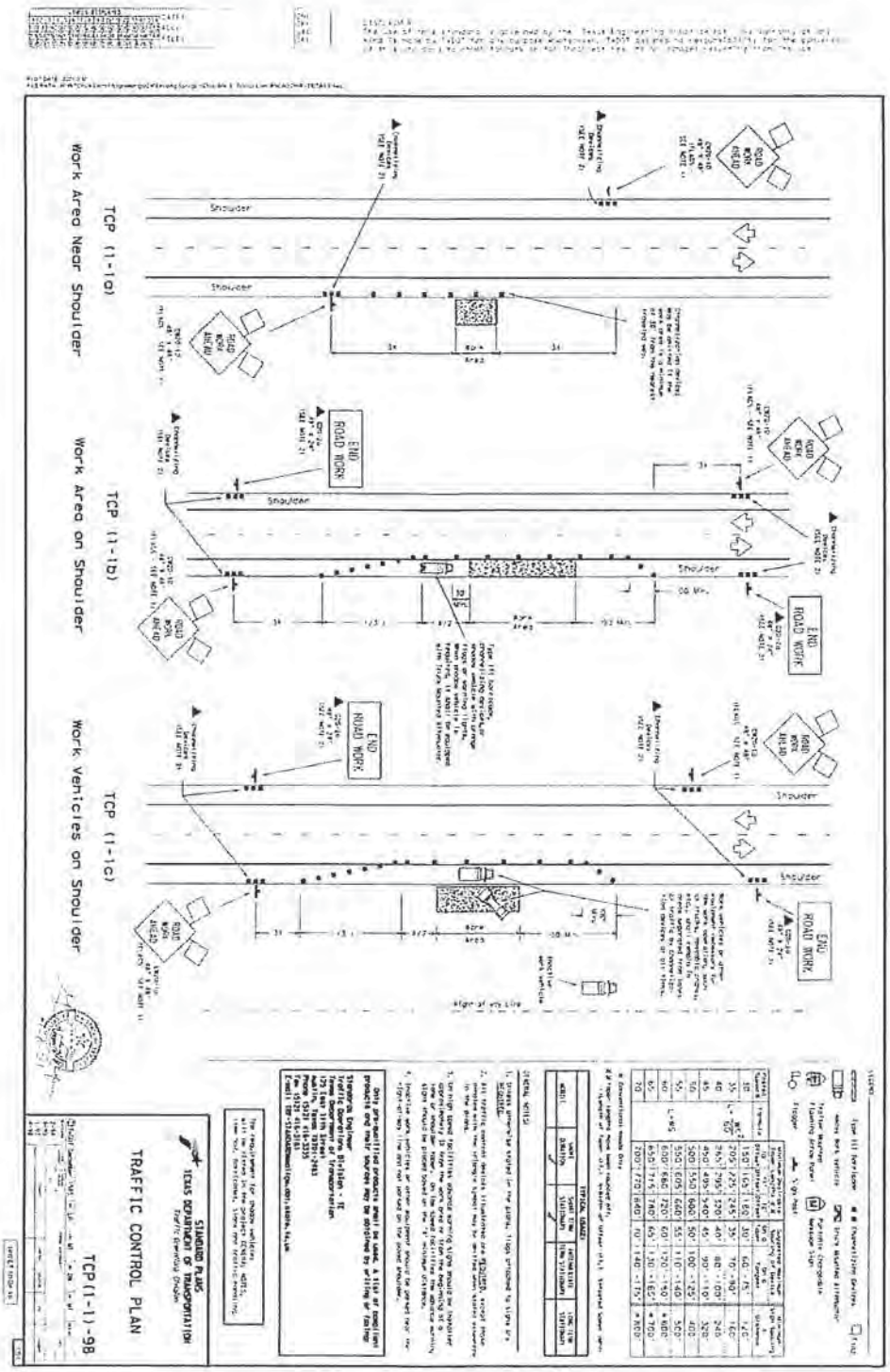

TCP (1-1a)
Work Area Near Shoulder
TCP (1-1b)
Work Area on Shoulder
TCP (1-1c)
Work Vehicles on Shoulder
Shoulder
ROAD WORK AHEAD
END ROAD WORK
TEXAS DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL PLAN
TCP(1-1)-98

EXHIBIT C

ESTIMATED WATER LINE RELOCATION COST

WATERLINE COST								
	509S-1			TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	LF	1584	$3.00	$4,752.00
	510-AW 16" Dia			PIPE, 16" DIA. DUCTILE IRON (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	642	$196.00	$125,832.00
	510-AW 8" Dia			PIPE, 8" DIA. DUCTILE IRON (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	942	$98.00	$92,316.00
	510-KW			16" CUT-IN TEE	EA	1	$5,000.00	$5,000.00
	510-KW			6" CUT-IN TEE	EA	3	$2,500.00	$7,500.00
	511S-A			GATE, DUCTILE IRON, 16" DIAMETER	EA	5	$5,600.00	$28,000.00
	511S-A			GATE, DUCTILE IRON, 8" DIAMETER	EA	6	$2,800.00	$16,800.00
	511S-A			GATE, DUCTILE IRON, 6" DIAMETER	EA	6	$2,000.00	$12,000.00
	511S-F			6" & 2" PRV & VAULT ASSEMBLY	EA	1	$16,800.00	$16,800.00
	511S-B			FIRE HYDRANTS (SEE STANDARD NO. 511S-17)	EA	1	$6,900.00	$6,900.00
	604S-E			NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	SY	4730	$3.00	$14,190.00
	642S			SILT FENCE FOR EROSION CONTROL	LF	335	$4.00	$1,340.00
							WATERLINE SUBTOTAL	$331,430.00
	100	6002		PREPARING ROW	STA	22.5	$1,069.72	$24,068.76
	502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$1,504.76	$8,291.24
	500	6001		MOBILIZATION	LS	1	10%	$36,379.00
							WATERLINE TOTAL	**$400,169.00**

EXHIBIT D
ESTIMATED COUNTY AND CITY COST RESPONSIBLITY SUMMARY

	Hays County Responsibility	**WTCPUA Responsibility**
Shared-use Easement		
Acquisition	$9,800.00	
Acquisition Expenses	$13,543.00	
16" Water Line Relocation		$400,169.00
TOTAL	**$23,343.00**	**$400,169.00**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	$2,650

LINE ITEM NUMBER

003-730-00.5342

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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 2023 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).

Milliman

Engagement Contract –

Actuarial Equivalence Testing for the Retiree Drug Subsidy

This Agreement is entered into between Milliman, Inc. ("Milliman") and County of Hays ("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 2023.

   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 $2,650. 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.

Offices in Principal Cities Worldwide

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.

MILLIMAN, INC.		**County of Hays**	
By:	Stephen J. Kaczmarek	By:	
Name:	Stephen J. Kaczmarek, FSA, MAAA	Name:	
Title:	Principal & Consulting Actuary	Title:	
Date:	April 7, 2022	Date:	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept a Proposal from Beckwith Electronic Systems, LLC to replace two (2) Shure QLXD Microphones in County Court at Law Courtroom #2 in the amount of $3,093.00; allow for a discretionary exemption pursuant to Texas Local Government Code 262.024a (7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	$3,093

LINE ITEM NUMBER

001-695-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code 262.024 (a) (7)(D) for captive replacement parts or components for equipment.

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

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

SUMMARY

Two microphones in County Court at Law Courtroom #2 are no longer functional and need to be replaced. Beckwith Electronic Systems has provided a proposal and was the contractor used during the Government Center build out of the current courtrooms. The system was customized by Beckwith for our Courtrooms, and due to the existing infrastructure that is in place, it is necessary to utilize the captive parts/components exemption as authorized per TLGC 262.024. Funding for this purchase was not foreseen and therefore not budgeted for in the FY22 budget and Building Maintenance would like to request these additional funds in order to complete this repair.

Attachment:
Beckwith Proposal

Budget Amendment:
Decrease: TBD - Possible Funding County Wide Contingencies 001-645-00.5399
Increase: 001-695-00.5719_400 Misc. Equipment_Operating $3,093

Beckwith
ELECTRONIC SYSTEMS, LLC

Work Order Estimate: 663

Serv. Site: Hays County Government Center
Address: 610 Stagecoach Trail
San Marcos, TX 78666 US

Req. By: Chris Deichmann **On:**
Phone: 512-554-9261

Customer: Hays County Government Center
Address: 712 S. Stagecoach Trail
San Marcos, TX 78666 US

Contact: Chris Deichmann
Phone: 512-554-9261
Email: chris.deichmann@co.hays.tx.us

Scope Seq: 1 **Other**

Install (2) SHURE QLXD14/85 Mics in Courtroom #2

Labor

Seq.	Qty.	Craft Description	Class Description		
1	4.00			125.00	500.00

Misc.

Seq.	Qty.	Description		
1	2.00	QLXD14/85	1,149.00	2,298.00
2	1.00	30-60 Miles Trip Fee	295.00	295.00

Estimate Flat Price Details

Taxable		Non Taxable		Totals	
Equipment:	0.00	**Equipment:**	0.00	**Equipment:**	0.00
Labor:	0.00	**Labor:**	795.00	**Labor:**	795.00
Material:	0.00	**Material:**	0.00	**Material:**	0.00
Subcontract:	0.00	**Subcontract:**	0.00	**Subcontract:**	0.00
Other:	2,298.00	**Other:**	0.00	**Other:**	2,298.00

Sub Total:	3,093.00
Tax Basis:	2,298.00
Tax Total:	0.00
Price Total:	3,093.00

Notes: **a)** The recent influx of activity surrounding the Covid-19 Pandemic may have an impact on supply chain disruption due to related transport restrictions and delays. This includes but is not limited to Fire Alarm, Public Address, Nurse Call, ERRC/DAS and Security Equipment. We will work diligently with you and any affiliated contractors to minimize the impact on the construction project. Should this become an issue, Beckwith will contact you to discuss the status of the project and the plan moving forward.

b) Beckwith does not assume liability nor warranty any existing equipment or cabling
b) The prices within this estimate are subject to change.
c) All Beckwith work will be done during normal working hours
- **i)** Monday thru Friday
- **ii)** 7:30am-4:30pm.
- **iii)** If Overtime is required for any reason, Beckwith's additional labor costs shall be considered an additional charge and charged to the customer

d) Beckwith shall schedule this service based on first come first serve basis
e) This proposal is valid for 30 days from the date herein

Terms: **a)** This proposal does not provide retainage
b) All invoices are due upon receipt
c) Return goods are subject to 25% restocking charges and no credit will be allowed on goods returned without written authorization from Beckwith
d) 1.5% per month (18% annually) will be charged on all past due invoices

Signature: _____ Date: _____

Printed Name: _____ Title: _____

PO#: _____

1620A Grand Avenue Parkway, Pflugerville, TX 78660 - Tel 512.275.1441 - Fax 512.275.1443

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the Recycling and Solid Waste Department to purchase a John Deere Skid Steer Loader for the Driftwood location in the amount of $46,734.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	$46,734

LINE ITEM NUMBER

001-716-00.5714_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Recycling and Solid Waste Department is requesting to purchase a John Deere Skid Steer that will be used at the Driftwood Recycling and Solid Waste location. Our two Recycling locations currently have a forklift at each site and one skid steer that must be transported back and forth between the two locations. Having a skid steer at each location would increase efficiency and allow for move work to be completed. A skid steer is a required piece of equipment as it is used to empty and move around large recycling containers, move bales of recycled material and trash, loading and moving the roll off containers, and several other required activities. Without this piece of equipment, many operations required to run the facility would not be possible.

A quote for the purchase was secured from John Deere under Sourcewell Contract number 032119jdc. Funding for this purchase was not budgeted for in the FY22 operating budget, therefore funding is being requested in order to make this purchase.

Attachment:
John Deere Quote

Budget Amendment:
Decrease: TBD Possible Funding Source County Wide Misc. Capital Improvements 001--645-00.5741
Increase: 001-716-00.5714_700 Heavy Equipment Capital $46,734

Investment Proposal (Quote)

RDO Equipment Co.
16415 N Interstate 35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
HAYS COUNTY, PRCT. #1
CTY AUDITOR/COURTHOU
PO BOX 906
SAN MARCOS, TX, 786670906
HAYS

Investment Proposal Date:	3/30/2022
Pricing Valid Until:	4/13/2022
Deal Number:	1540902
Customer Account#:	6128004
Sales Professional:	Terry Weeter
Phone:	(512) 272-4141
Fax:	
Email:	TWeeter@rdoequipment.com

Comments

sourcewell contract a 5% price increase in april. you should consider more possible price increases before ordering
Sourcewell Contract #032119 jdc

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	TBD TBD	0	New 2022 JOHN DEERE 318G	$59,906.00
			Freight in frt	$1,788.00
			Freight Out del	$685.00
			Prep / Reconditioning pdi	$1,250.00
			Customer Discount sourcewell discount 32%	($19,169.92)
			Other price increase 4-1	$2,274.40
			Warranty -John Deere Comprehensive-24 Months, 2000 Hours,Deductible: 0	$0.00
			Equipment Subtotal:	**$46,733.48**

Purchase Order Totals

Balance:	$46,733.48
Total Taxable Amount:	$0.00
TX STATE TAX:	$0.00
TX SPECIAL TAX:	$0.00
Sales Tax Total:	$0.00
Sub Total:	$46,733.48
Cash with Order:	$0.00
Balance Due:	**$46,733.48**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 JOHN DEERE 318G	0B72T 318G SKID STEER LOADER BASE 0740 EH CTRL 2SP ROPS SLEV 1301 ENGINE TURBO 4TNV86CHT 1501 1 ENGLISH 1741 1 LESS JDL 2400 10X16.5 GPX BRAWL TR SOLIDFL 4003 3" SEAT BELT W/2"SHLDR STRAP 6001 1 MECHANIC 8305 2ND SET COUNTERWEIGHT 9041 72" CONST BKT W/EDGE TOTAL MERCHANDISE

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project between Hays County and the Texas Department of Transportation for the FM 2325 Sidewalk project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	$242,853

LINE ITEM NUMBER

020-710-99-158]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T.CRUMLEY/BORCHERDING	SHELL	N/A

SUMMARY

On June 1, 2021, the Hays County Commissioners Court approved the submission of a detailed grant application to the TxDOT TA program for the Hays County FM 2325 Sidewalk project. The project includes construction of a 6-ft ADA compliant sidewalk along the west side of Carney Lane from Danforth Junior High then widening to an 8-ft ADA compliant sidewalk along the south side of FM 2325 to Green Acres, crossing to the north side at the signal, and terminating approximately 325’ east of Green Acres. The sidewalk termini connect to an existing sidewalk for access to the HEB Grocery store. A total of 0.84 mile of a safe and accessible path.

On October28, 2021, via Minute Order 116126, the Texas Transportation Commissioner authorized the Hays County FM 2325 Sidewalk project receive Transportation Alternative Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or State) oversight. To execute an Advance Funding Agreement a resolution must first pass by majority vote of all members of the Hays County Commissioners Court.

On January 18, 2022, the Hays County Commissioners Court adopted a Resolution to enter into an Advanced Funding Agreement with TxDOT which after review by both parties is now ready for execution.

Attached: Advanced Funding Agreement

TxDOT:					Federal Highway Administration:	
CSJ #	0914-33-095				CFDA No.	20.205
District #	AUS-14	AFA ID	Z00002343		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106- Hays County					
Project Name	Hays County- FM 2325 Sidewalk				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

TxDOT-Selected On-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the Hays County (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Hays County FM 2325 Sidewalks (Project), and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116126 (MO) dated October 28, 2021 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **01/18/2022**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of construction of a 6' ADA compliant sidewalk along Carney Lane from Danforth Junior High at Texan Blvd, then widening to an 8’ ADA compliant sidewalk along the south side of FM 2325 to Green Acres, crossing to the north side at the signal, and terminating approximately 325’ east of Green Acres. The sidewalk improvements will provide 0.84 miles of a continuous safe and accessible path connecting Danforth Junior High to HEB. This project is also part of a multi-phase Wimberley Valley Trails plan connecting residences, business, schools, and public facilities with a safe non-motorized mobility option.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed

before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement 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. An

entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard

Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any

displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement

between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
Hays County ATTN: Hays County Judge 111 E. San Antonio St. Ste. 300 San Marcos, Texas 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Luisa Morales
Transportation Engineer
Austin District-South Travis Area Office
9725 S. I-35
Austin, Texas 78744

All invoicing, payment, and project inquiries must include the following information:

County:	Hays
Local Government:	Hays County
CSJ No.:	0914-33-095
Project Name:	Hays County- FM 2325 Sidewalk
Highway or Roadway:	FM 2325

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local

Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise (“**DBE**”) Program requirements established in 49 CFR Part 26.
B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods

or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.

B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. 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.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

TxDOT:					Federal Highway Administration:	
CSJ #	0914-33-095				CFDA No.	20.205
District #	AUS-14	AFA ID	Z00002343		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106- Hays County					
Project Name	Hays County- FM 2325 Sidewalk				*AFA Not Used For Research & Development*	

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

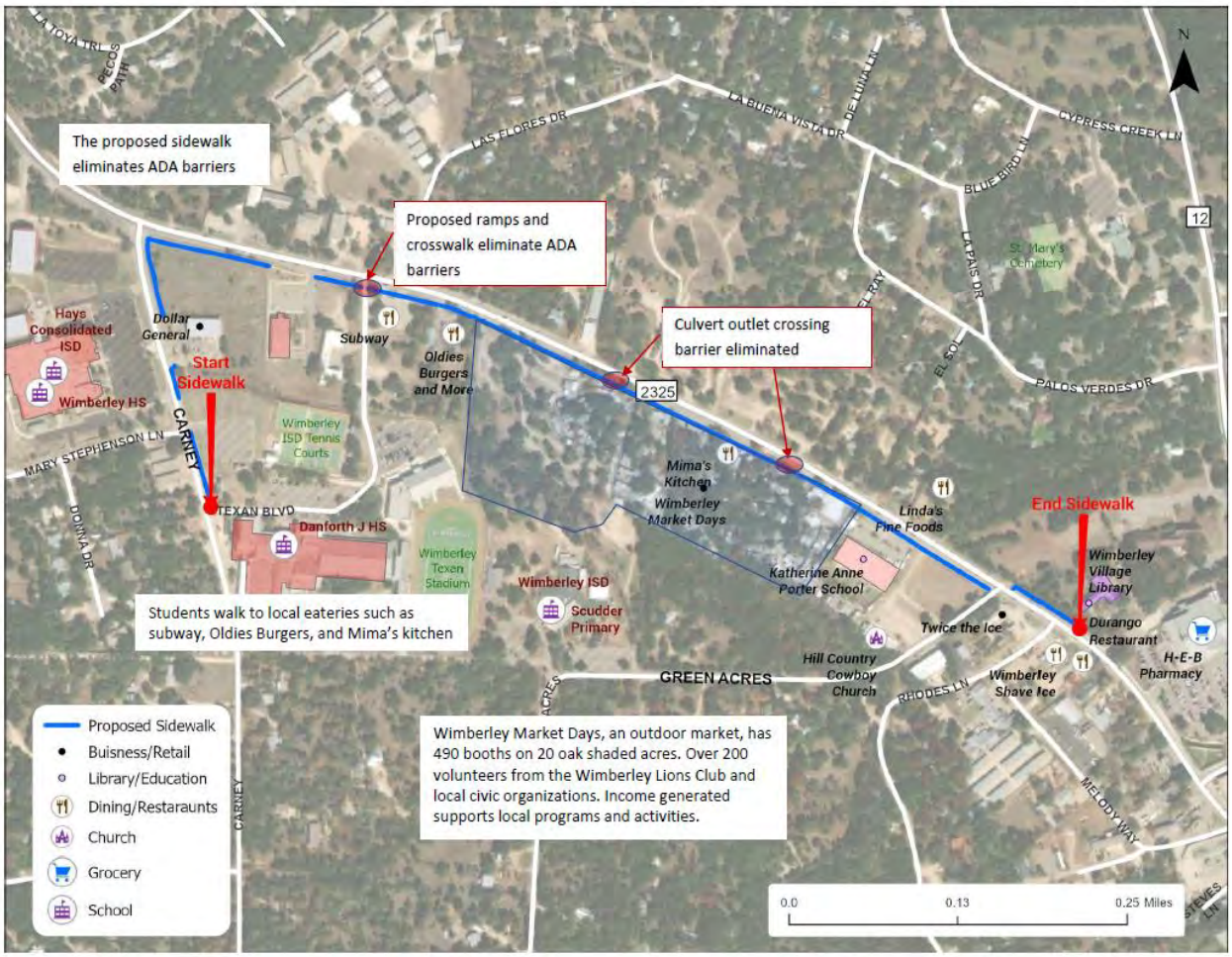
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Kenneth Stewart Typed or Printed Name	Ruben Becerra Typed or Printed Name
Director of Contract Services Typed or Printed Title	Hays County Judge Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CSJ #	0914-33-095				CFDA No.	20.205
District #	AUS-14	AFA ID	Z00002343		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106-Hays County					
Project Name	Hays County- FM 2325 Sidewalk				*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



CSJ #	0914-33-095	Project Name:	Hays County-FM 2325 Sidewalk	AFA ID:	Z00002343

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$190,000	80%	$152,000	0%	$0	20%	$38,000
Environmental Cost		$0	0%	$0	0%	$0	0%	$0
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$ 852,665							
Construction Engineering Cost	$ 38,000							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$890,665	80%	$712,532	0%	$0	20%	$178,133
Work by LG Subtotal		**$1,080,665**		**$864,532**		**$0**		**$216,133**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$							
Eligible In-Kind Contribution Value	$	$0	0%	$0	0%	$0	0%	$0
Total Construction Value (sum of construction cost and in-kind value)								
Work by State Subtotal		**$0**		**$0**		**$0**		**$0**

CSJ #	0914-33-095	Project Name:	Hays County-FM 2325 Sidewalk	AFA ID:	Z00002343

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$20,040	80%	$16,032	0%	$0	20%	$4,008
Environmental Cost[1]	$13,360	80%	$10,688	0%	$0	20%	$2,672
Right of Way[1]	$4,008	80%	$3,206	0%	$0	20%	$802
Utilities[1]	$2,672	80%	$2,138	0%	$0	20%	$534
Construction[2]	$93,520	80%	$74,816	0%	$0	20%	$18,704
Direct State Costs Subtotal	$133,600	80%	$106,880	0%	$0	20%	$26,720
Indirect State Cost	$42,485		$0	100%	$42,485		$0
TOTAL PARTICIPATION	$1,256,749		$971,412		$42,485		$242,853
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$242,853**

- The estimated total participation by Local Government is $242,853, plus 100% of overruns.
- Total estimated payment by Local Government to State is $26,720.
- [1]Local Government's first payment of $8,016 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $18,704 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $971,412.

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

A Resolution of the Commissioners Court of Hays County, Texas authorizing the execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Transportation Alternative Set-Aside (TASA) Project.

WHEREAS, on October 28, 2021, via Minute Order 116126, the Texas Transportation Commissioner authorized the FM 2325 Sidewalk project (the "Project") to receive Transportation Alternative Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or State) oversight; and

WHEREAS, the TASA funds require a local match, Hays County commits to provide the match. The local match is comprised of cash, plus in-kind contributions, if any; and

WHEREAS, Hays County is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Hays County Commissioners Court desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE HAYS COUNTY COMMISSIONERS COURT THAT the Hays County Judge is authorized to enter into an AFA with TxDOT for this Project.

DULY PASSED by majority vote of all members of the Hays County Commissioners Court on the 18th day of January, 2022.

Ruben Becerra
Hays County Judge

ATTEST:
Elaine Cardenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Agreed Termination of Interlocal Cooperative Agreement between Hays County and the City of Woodcreek, Texas regarding termination of services provided by the Precinct 3 Constable's Office for traffic enforcement within the city limits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

The interlocal being terminated was originally executed on or about March 5, 2013.

Attached: Agreed Termination of Interlocal Cooperative Agreement

AGREED TERMINATION OF INTERLOCAL COOPERATIVE AGREEMENT BY AND BETWEEN HAYS COUNTY, TEXAS AND THE CITY OF WOODCREEK, TEXAS

On or about March 5, 2013, Hays County, Texas ("the County") and the City of Woodcreek, Texas ("the City") (the County and the City are hereafter collectively "the Parties") entered into that certain Interlocal Cooperative Agreement ("the Interlocal") wherein the Office of Hays County Constable, Precinct 3 ("the Constable") agreed to provide certain services to the City in exchange for agreed upon consideration as stated in the Interlocal. Thereafter, and on or about January 21, 2014 and October 16, 2018, the Parties entered into amendments to the Interlocal ("the Amendments").

The Parties now desire to terminate the Interlocal and the Amendments. At or about the time of execution of this agreed termination, the City shall make one final payment to the County in the amount of Eleven-Thousand Forty-Eight Dollars and Sixty-Seven Cents ($11,048.67). Upon payment of said amount, the Parties, by and through the signatures below agree that (1) the Interlocal and the Amendments are hereby terminated; and (2) the Parties have no further obligations or duties to one another under the Interlocal and the Amendments.

The signatures below are made following properly noticed meetings of the Hays County Commissioner's Court and the City Council of Woodcreek, Texas at which this agreed termination was considered and approved by a majority of the members of the Hays County Commissioner's Court and the City Council of Woodcreek, Texas, and further, approved execution of this agreed termination by the Honorable Ruben Becerra and the Honorable Jeff Rasco.

_____

The Honorable Ruben Becerra,
Hays County Judge

_____

The Honorable Jeff Rasco,
Mayor of Woodcreek, Texas

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the Upstream remote camera on the FM 150 double crossing of Onion Creek; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024 (a)(7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	$4,064.00

LINE ITEM NUMBER

001-656-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:
Expenditure requires a Discretionary Exemption per TLGC 62.024(a)(7)(D) due to component parts and existing infrastructure for Early Warning System equipment.

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

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

SUMMARY

The upstream remote camera on the FM 150 double crossing of Onion Creek was hit by a vehicle during the early morning of April 14th, 2022.

Attachment: WET Proposal #XPHC042

Budget Amendment:
Increase Misc. Equipment_Operating
Decrease Eqpt Maintenance & Repair

WATER & EARTH TECHNOLOGIES

04/29/2022 **Quotation XPHC042**

Prepared for:
Hays County - Office of Emergency Services
Attn: Brandon High
810 South Stagecoach Trail
San Marcos, TX 78666

Federal Tax Identification No. 84-1440328
Quote Valid Thru 06/28/2022

Prepared by:
Water & Earth Technologies, Inc.
40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenzu@wetec.us

Quote Title: Camera at FM150 Repair

Quote Information

The upstream remote camera on the FM150 double crossing of Onion Creek was hit by a vehicle during the early morning of April 14th 2022. WET personnel has assessed the damage and this quote outlines the cost to repair the damage.

Item Description	Model No.	Unit Price	Qty	Amount
PTZ Camera	Sunba	$ 650.00	1	$ 650.00
Aluminum AASHTO Aproved Base	7332	$ 225.00	1	$ 225.00
Plastic Base Cover	3227	$ 9.00	1	$ 9.00
Bobcat Rental		$ 600.00	1	$ 600.00
Mobilization		$ 200.00	1	$ 200.00
			Items Total	**$ 1,684.00**

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Damage Inspection	0	2	$ 230.00
Repair Camera Pole	4	4	$ 860.00
Re-install Camera Pole	6	6	$ 1,290.00
			$ -
			$ -
		Labor Total	**$ 2,380.00**

Total Cost $ 4,064.00

Thank you for your consideration!

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Local Health Department Community Outreach Program to utilize DSHS grant funds in the amount of $1,000.00 to purchase one additional Apple MacBook Air that will be awarded to one of the top six high school student essay writers and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	$1,000

LINE ITEM NUMBER

120-675-99-155]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On April 26th, 2022, the Hays County Commissioner's Court approved the Hays County Local Health Department to establish the Public Health Essay Competition. The Public Health Essay Competition award was one Apple MacBook Air to each student from a public High School in Hays County. The Local Health Department is requesting an additional $1,000 to be allocated for the purpose of purchasing an Apple MacBook Air due to a miscount by leaving Hays High School out of the original count. The additional funds will increase the total awarded Apple MacBook Airs to 6.
One winner will be determined for each high school in Hays County (Dripping Springs High School, Hays High School, Johnson High School, Lehman High School, San Marcos High School, and Wimberley High School. The winner from each high school will receive one Apple MacBook Air.

Attachment:
Apple MacBook Air Quotes

Budget Amendment:
Decrease: 120-675-99-155.5391 Miscellaneous ($1,000)
Increase: 120-675-99-155.5712_400 $1,000

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MacBook Air 13.3" Laptop - Apple M1 chip - 8GB Memory - 512GB SSD (Latest Model) - Space Gray (2,572) $1,249.99

Apple - MacBook Air 13.3" Laptop with Touch ID - Intel Core i5 - 8GB Memory - 512GB Solid State Drive... (2,996) Clearance: $1,062.99

Apple

MacBook Air 13.3" Laptop - Apple M1 chip - 8GB Memory - 256GB SSD (Latest Model) - Space Gray

Model: MGN63LL/A SKU: 5721600

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Apple M1

Why is the processor important?

Total Storage Capacity:

256GB

How much storage do I need?

Graphics:

Apple M1 7-core

What's the right graphics card for me?

Color: Space Gray

See All Specifications

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All
Hello, Sign in
Account & Lists
Returns
& Orders
0

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MacBook Pro (13-inch)
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MacBook Pro (14-inch)
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MacBook Pro (16-inch)
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Mac accessories

2 VIDEOS

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2020 Apple MacBook Air Laptop: Apple M1 Chip, 13" Retina Display, 8GB RAM, 256GB SSD Storage, Backlit Keyboard, FaceTime HD Camera, Touch ID. Works with iPhone/iPad; Space Gray

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Brand	Apple
Specific Uses For Product	Multimedia, Personal, Business
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256GB SSD storage[1]
Retina display with True Tone
Magic Keyboard
Touch ID
Force Touch trackpad
Two Thunderbolt / USB 4 ports

$999.00

or

$83.25/mo. for 12 mo.*

Space Gray

Apple M1 Chip with 8-Core CPU and 8-Core GPU 512GB Storage

Apple M1 chip with 8-core CPU, 8-core GPU, and 16-core Neural Engine
8GB unified memory
512GB SSD storage[1]
Retina display with True Tone
Magic Keyboard
Touch ID
Force Touch trackpad
Two Thunderbolt / USB 4 ports

$1,249.00

or

$104.08/mo. for 12 mo.*

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve an Interlocal Agreement between Hays County and the City of San Marcos regarding access to the Computer Aided Dispatch and Records Management Systems at the Combined Emergency Communications Center (CECC).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	INGALSBE

SUMMARY

The ILA is attached. This ILA will allow the City of San Marcos to utilize the existing Tyler/New World CAD/RMS systems of the CECC. The COSM will pay Tyler direct for their costs related to the software. The COSM will benefit from the existing hardware infrastructure of the CECC and this ILA allow all COSM to utilize the system currently serving Hays County, Texas State, the City of Buda and the City of Kyle.

INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR ACCESS TO THE COMBINED EMERGENCY COMMUNCIATIONS CENTER (CECC) CAD/MOBILE CAD/RMS SYSTEM

STATE OF TEXAS §
§
§
COUNTY OF HAYS §

This Interlocal Cooperation Agreement (the "Agreement") is between the City of San Marcos, Texas (the "City"), a municipal corporation located in Hays County and Hays County, a political subdivision of the State of Texas (the "County") (collectively the City and the County, referred to as the "Parties", or singularly as a "Party"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services and the Parties enter into this Agreement in accordance with Chapter 791;

WHEREAS, the County currently possesses dedicated computer servers and storage collectively dedicated to the Computer Aided Dispatch/Mobile CAD/Record Management System (the "System").; and

WHEREAS, the System is managed by the Combined Emergency Communications Center (CECC) boards and committees and governed by the CECC Agreement (Exhibit A); and

WHEREAS, the CECC Agreement authorizes the County to contract with the City for access and data storage on the System; and

WHEREAS, the City desires to access and store data on the System and will compensate the County for these services; and

NOW, THEREFORE, upon and for the mutual consideration stated herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I – DEFINITIONS

For purposes of this Agreement, each of the following terms will have the meaning set forth herein unless the context clearly indicates otherwise:

1.1 CAD/Mobile CAD/RMS System (Computer Aided Dispatch/Mobile CAD/Records Management System) means the licensed software and hardware used by the San Marcos Police Department ("SMPD"), the County, and CECC partners to manage emergency calls

for service, dispatch first responders, and manage records generated and stored for various law enforcement and public safety purposes.

1.2 Criminal Justice Information Systems ("CJIS") means the requirements and standards for computer and data security promulgated by the Federal Bureau of Investigation and adopted or required by the Texas Department of Public Safety for access to certain law enforcement data hosted by State and local agencies.

1.3 Commencement Date means the later of the: (a) date the City secures the necessary licenses from the current System software vendor or its successor and (b) the date County personnel have provided written notice to the City that the System is available and ready for shared use.

1.4 Effective Date means the last date of execution of this Agreement by either Party hereof.

1.5 Force Majeure means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful act(s) or omission(s) of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

1.6 Shared Use means the shared use, access and administration of the System between City, County, and CECC partners.

1.7 Technology Infrastructure Maintenance and Replacement means the repair, installation or replacement of hardware or equipment necessary to operate the System.

ARTICLE II – TERM; TERMINATION

2.1 The term of this Agreement will commence on the Effective Date and will end on September 30, 2022. This Agreement will automatically renew for successive one (1) year terms unless terminated by either Party in accordance with the provisions in Subsection 2.2 below. The conditions set forth below will apply to the initial term and all renewals.

2.2 Either Party may terminate this Agreement for convenience and without cause, by providing written notice to the other Party on or before one hundred and eighty (180) calendar days prior to the end of any annual contract term. Upon termination the City will pay to the County all costs and fees due and owing under this Agreement, if not already paid, and will not be entitled to a refund of any costs or fees for Technology Maintenance and Replacement or Shared Use.

2.3 Upon either party receiving written notice of termination, the County will continue to provide the City with access to the System until such time that the City has successfully extracted its data, but in no event shall the County be obligated to provide continued access longer than one hundred and eighty (180) calendar days from the date of the notice of termination. The parties agree to cooperate to export records and information belonging to the City in a usable format so that the City may move it to an alternate system, at the City's expense.

ARTICLE III – TERMS

3.1 System:

(a) The County, through its authority granted by the CECC Agreement, agrees to grant the City use of the System. Each agency will have "View Only" access to the other agency's data, with the exception of the County's Information Technology staff performing system maintenance duties as a part of their responsibilities under this Agreement, may access the records and data of the other.

(b) The County will provide and maintain the County and CECC equipment related to providing the City with access to the System. However, each Party is responsible for the maintenance of its own equipment, and the security thereof.

(c) The County is not responsible for providing the City's personnel with any training or information technology support ("IT Support") in connection with the City's use of the System. The City may request training or IT Support from the County, and if the County agrees to provide such services, the City will pay to the County the costs of such training or services as may be agreed by the Parties at the time of such request for services.

(d) The administration of the System is governed by the CECC Agreement. Any administrative rights possessed by the City or other third parties shall be determined by the Combined Emergency Communications Center management structure pursuant to the CECC Agreement. Regardless of additional administrative rights granted by the CECC, the City will be assigned access rights to perform day-to-day functions, which shall include the management of the City user accounts in the System. The County and the CECC will not be responsible for any loss of data by the City due to its use of the System nor for any interruption of City use.

3.2 The County agrees to provide appropriate backup of the City data stored in the System in accordance with the County's and CECC policies.

3.3 The City will comply with the applicable Criminal Justice Information System Security standards.

3.4 System License: As a condition of this Agreement, the City will, at its own cost, secure such license(s) as may be required directly from the current software vendor in order to access the System on or before ninety (90) calendar days after the Effective Date. This Agreement will automatically terminate in the event the City fails or is otherwise unable to secure such license from the County's current software vendor by such date or in the event the City fails to maintain such license(s) during the term of this Agreement.

3.5 System Maintenance. The County or CECC representative will provide five (5) calendar days prior written notice to the City when it will be necessary for the System to be down or not operating, except in cases of an emergency in which case the County or CECC representative will attempt to provide verbal notice as soon as reasonably practical.

ARTICLE IV INDEMNIFICATION / IMMUNITY / INSURANCE

4.1 ***To the extent authorized by Texas law, and without waiving any immunity or limitation on liability granted under Texas law, each Party agrees to release, defend, indemnify, and hold harmless the other Party (and its officers, agents, and employees) from and against all claims, losses, damages, cause or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments, and costs in any way arising out of, related to, or resulting from the indemnifying Party's breach or default in the performance of any of its obligations under this Agreement, or caused by the negligent acts or omissions of its respective officers, agents, employees, or any other third Parties for whom it is legally responsible in connection with performing this Agreement. This Agreement and the indemnity provided herein is not intended to and will not create any cause of action for the benefit of third parties or any person not a Party to this Agreement. This indemnity will survive the termination or expiration of this Agreement.***

4.2 It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor will be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement will not create any rights in Parties not signatories hereto.

ARTICLE V COMPENSATION

5.1 During the first year of this Agreement, in consideration of the City's Shared Use of the System, as granted by the County, the City will pay the County an annual fee of $3,000.00. For all subsequent years of this Agreement the annual fee may be adjusted by recommendation of the CECC Executive Board to cover additional costs associated with Technology Maintenance and Replacement. Notice of an increase in the annual fee shall be provided to the City at least ninety (90) days prior the end of any annual contract term. Notwithstanding anything to the contrary in Subsection 2.2, the City may terminate this Agreement if it objects to any such cost increase by providing written notice of termination to the County stating such objection at least 60 days before the end of the annual contract term. Payments for the annual fee will be made to the County by April 1st of each contract year.

ARTICLE VI MISCELLANEOUS

6.1 Applicable Law. This Agreement is governed by the laws of the State of Texas.

6.2 Place of Performance. Performance and exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

6.3 Entire Agreement. This Agreement, including any appendices and attachments, recitals and exhibits represents the entire and integrated Agreement between the Parties and supersedes all prior proposals, negotiations, representations, agreements, arrangements or understandings either written or oral between the Parties. No verbal agreement or

conversation with any officer, agent, or employee of any party before or after the execution of this Agreement will affect or modify any of the terms or obligations hereunder. The terms and conditions of this Agreement may only be amended or modified by written amendment executed by all of the parties.

6.4 Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, will in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of any Party thereafter to enforce each and every provision hereof. No term of this Agreement will be deemed waived or breach excused unless the waiver is in writing and signed by the Party claimed to have waived the term. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

6.5 Legal Construction. In the event any one or more of the provisions contained in this Agreement are for any reason deemed invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, in any respect, this Agreement will be construed as not containing the provision and all other provisions of this Agreement which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared severable. The Parties will use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties as necessary.

6.6 Compliance with Applicable Laws. Each Party agrees to comply with all applicable local, state and federal laws, rules and regulations.

6.7 Interlocal Cooperation. The Parties agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

6.8 Notice. Unless otherwise specified, any notice required or permitted to be delivered hereunder will be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

City of San Marcos:
City Manager
City of San Marcos
630 E. Hopkins
San Marcos, Texas 78666

Hays County:
Ruben Becerra (or successor)
Hays County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666

6.9 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purpose, but all of the counterparts will constitute one and the same instrument.

6.10 Public Information Act. The Parties agree that they are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written and or digital information generated under this Agreement may be subject to release under the Act. It is agreed by all parties to this agreement that the custodian of a record will be the Party that entered the data into the County System, if applicable.

6.11 Funding. The Parties acknowledge that funds for the payment for work performed by any of the Parties under the Agreement have been provided through the budget approved by the individual governing bodies for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Parties enter into this Agreement only to the extent such funds are made available. The Parties acknowledge and agree that they will have no recourse against another for its failure to appropriate funds for the purposes of the Agreement in any fiscal year other than the year in which the Agreement was executed.

6.12 Consent and Approval. Unless otherwise expressly stated in this Agreement, whenever the consent or approval of a Party is required prior to the action to be taken by the other Party, such consent or approval will not be unreasonably withheld, denied, or delayed.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement will survive termination.

6.14 Binding Effect. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement. This Agreement will take effect immediately upon execution by both Parties hereof and will inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

HAYS COUNTY

By: _____ _____

Ruben Becerra
Hays County Judge

Date

ATTEST:

By:_____ _____

Elaine H. Cardenas, MBA, PhD
Hays County Clerk

Date

CITY OF SAN MARCOS

By: _____ _____

Date

_____

Printed Name/Title

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize a Transportation Department employee, Road Lead slot 1055-007 to take a county issued vehicle to a residence outside the county limits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	JONES	N/A

SUMMARY

The Transportation Dept has a recently hired Road Lead slot 1055-007 who lives outside the "20 mile" rule, that the position is in need of a take home vehicle for on call.

The Policy states: With the exception of Law Enforcement Officers and Emergency Management personnel hired prior to October 1, 2015, employees within the positions listed above may not take a County vehicle home without Commissioners Court approval unless they reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County. All Employees hired on or after October 1, 2015 for any position listed above must reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County, in order to take a County vehicle home without Commissioners Court approval. It is understood that principal office locations may change from time to time for some personnel that are authorized to take County vehicles home regularly. Temporary changes in office locations will not result in a violation of this policy with respect to the distance from the principal office location. In the event a permanent change in the principal office location for a County employee is made and the employee is no longer authorized to take a County vehicle home per this policy, the supervising department head or elected official should request Commissioners Court approval to allow the employee to continue to take the vehicle home.

The Transportation Director respectfully requests authorization to allow a newly hired Road Lead to use of the county issued vehicle outside of the county limits due to their supervisory role and on call status. These duties require the Road Lead to be able to respond to situations (road damage, flooding, icing, etc) directly from their residence to insure a quick and efficient response time for public safety.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the Amended and Restated Interlocal Agreement between Hays County, the City of Kyle, the City of Buda, and Texas State University for operations and maintenance of the Combined Emergency Communications Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	INGALSBE

SUMMARY

The original ILA for the CECC became effective on 10/18/17. It was amended to include TXST and create additional oversight of CAD/RMS. The amended version became effective on 12/15/20. The attached ILA is amended and restated to allow the City of San Marcos to utilize the CAD/RMS systems and hardware installed at the CECC. The COSM will continue to operate out of SMPD, they will fund CAD/RMS independently. A separate ILA with the COSM will further explain the partnership between the COSM and the CECC.

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

STATE OF TEXAS §
COUNTY OF HAYS §

This Amended and Restated Interlocal Agreement (the Agreement) is between Hays County, a political subdivision of the State of Texas ("County"), the City of Kyle, Texas ("Kyle"), a home rule city of the State of Texas, the City of Buda, Texas ("Buda"), a home rule city of the State of Texas, and Texas State University, a public institution of higher education and an agency of the State of Texas, ("University"). The above-named parties are sometimes collectively referred to as the "Parties" or individually referred to as the "Party". Each Party is acting through its respective duly authorized officers or employees. The Parties executed the original Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center on or about October 18, 2017. The Parties executed an Amendment to the Original Agreement on or about December 15, 2020. The Parties now wish to amend and restate that Agreement.

RECITALS

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

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

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

AGREEMENT

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

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

3. Definitions.

BPD means Buda Police Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day, unless otherwise described, means calendar day.

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

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

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

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

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

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

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

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

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

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

HCSO means Hays County Sheriff's Office.

KPD means Kyle Police Department.

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

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

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

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

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

SMPD/FD means San Marcos Police Department and the San Marcos Fire Department.

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

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

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

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

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

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

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

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

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

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

TXST PD means Texas State University Police department.

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

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

5. Executive Board.

5.01 Purpose and Duties. The Executive Board shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Law Enforcement (LE) Management Board.

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

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

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

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

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

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

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

6.02 Composition. The LE Management Board will be comprised of seven~~ix~~ (7~~6~~) members, the CECC Director, the Chairman of the CECC Advisory Board, the Hays County Sheriff or designee, the Police Chief of the City of Kyle or designee, the Police Chief of the City of Buda or designee, the Police Chief of the City of San Marcos or designee, and the Police Chief of Texas State University or designee. If the Chairman of the Advisory Board is automatically a member of the LE Management Board due to their role as the Sherriff or designee, or Police Chief or designee, the Advisory Board will select a member for representation on LE Management Board that is not automatically a member of the LE Management Board.

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

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

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

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

7. Advisory Board.

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

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

7.02 Composition. The Advisory Board will be comprised of ~~thirteen~~ fifteen (15~~3~~) members, who will be executive-level management representing each of the following agencies:

Hays County Sheriff's Office
Hays County Constable Offices
Kyle Police Department
Kyle Fire Department
North Hays Fire Department

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

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

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

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

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

7.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the Advisory Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the Advisory Board. The Chairman will preside at the meetings and the Vice Chairman will act in the absence of the Chairman. No action may be taken by the Advisory Board without twelve~~en~~ (10~~8~~2) members, or their designees, present. Any member may place items on the Advisory Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting.
Each member shall have one vote. A vote of at least ten (10~~8~~) members, or their designees, present at a meeting is required to authorize any action or determination by the Advisory Board.

8. RMS/CAD Committee.

8.01 Purpose and Duties. Facilitate the management and maintenance of the

RMS/CAD system and define the respective duties, obligations, and responsibilities of the Parties with respect to the RMS/CAD system. The RMS/CAD Committee shall:

(i) Facilitate the establishment and maintenance of a single, coordinated, integrated RMS/CAD system that enables the Parties to share accurate and timely public safety information, increase operational efficiency via a reduction in data entry, and to facilitate the process of accessing information. Maintenance of such information should not be viewed as relieving any Party of its own particular record keeping requirements under the law.
(ii) Make recommendations regarding the RMS/CAD system to the Advisory Board.
(iii) Identify and address operational and technical issues, including issues which are regional, affect multiple parties, affect CECC System operations; require additional funding; or that would require alteration to existing agency or CECC policies.
(iv) Research and test new products.
(v) Provide recommendations to the Advisory Board, LE Management Board and the Executive Board regarding costs and the allocation of costs within the CECC Budget for the RMS/CAD system.
(vi) Recommend measures, including, but not limited to contracting with external vendors and/or agencies, to provide hosting, operation and maintenance services.

8.02 Composition. The RMS/CAD Committee will be composed of fourteen~~twelve~~ (14~~2~~) members, the CECC Director, two members representing the Hays County Sheriff's Office, two members representing the City of Kyle Police Department, two members representing the City of Buda Police Department, two members ~~of~~ representing the Texas State University Police Department, two members representing the City of San Marcos Police Department, the Hays County Constable Departments' Advisory Board Representative, a representative of the Hays County Information Technology Department, and the Chairman of the Advisory Board. If the Chairman of the Advisory Board is a Hays County Constable, or an Advisory Board representative of the Hays County Sheriff's Office, City of Kyle Police Department, City of Buda Police Department, City of San Marcos Police Department or Texas State University Police Department, then the Advisory Board shall select a member of the Advisory Board to represent the Board on the RMS/CAD Committee, in lieu of the Chairman of the Advisory board, that is not an Advisory Board representative of those respective agencies.

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

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

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

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

8.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the RMS/CAD Committee. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the RMS/CAD Committee. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the RMS/CAD Committee without at least ten~~nine~~ (10~~9~~) members, or their designees, present. Any member may place items on the RMS/CAD Committee's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A vote of at least ~~seven~~ eight (8~~7~~) members, or their designees, present at a meeting is required to authorize any action or determination by the RMS/CAD Committee.

9. Staffing and Operations.

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

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

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

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

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

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

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

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

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

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

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

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

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

(xii) Provide quarterly budget reports.

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

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

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

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

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

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

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

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

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

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

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

10. Budget.

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

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

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

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

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

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

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

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

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

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

Hays County:	Hays County Judge 111 E. San Antonio St. Suite 300 San Marcos, Texas 78666
The City of Kyle:	City Manager 100 W. Center St. Kyle, Texas 78640
The City of Buda:	City Manager ~~121 Main St.~~405 E. loop St. Building 100 Buda, Texas 78610
Texas State University:	Vice President for Finance and Support Services 601 University Drive JCK 920 San Marcos, Texas 78666

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

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

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

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

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

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

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

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

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

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

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

11. Systems Operation. The Parties shall operate those Systems for which they are responsible or mutually agree to their integrated operation with other CECC Systems. Each Party will be

responsible for the operation of any System that is funded as a part of its Agency Specific Costs.

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

12. Contracting Authority. The Parties specifically agree that Hays County will have the authority to contract for CECC items that have been approved in the annual CECC Budget, so long as the payments are made from available funds, using Hays County's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional guidelines. The parties also agree that with unanimous approval by the Executive Board, Hays County will have the authority to contract with the City of San Marcos, on behalf of the Parties, for use of the CECC CAD/RMS systems by SMPD/FD. If this authority is granted to Hays County by the Executive Board, the Executive Board must also unanimously approve the Interlocal Agreement and any potential amendments to the Interlocal Agreement between Hays County and the City of San Marcos.

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

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

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

the other Parties when those funds are obligated to the CECC Program.

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

17. Additional Parties to the Agreement. Entities which are not a Party to this agreement may become a Party only by amendment to this Agreement as defined in **Section 16~~5~~** subject to the following terms and conditions:

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

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

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

18. Termination.

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

17.02 Termination for Cause. The Parties may terminate the participation of any other Party for cause, including a Party's failure to fully fund or failure to pay for Budgeted Costs, after a unanimous vote of the non-defaulting Parties by delivery of a written notice of default which specifies the default under the material provisions of this Agreement and indicates that the default must be cured within thirty (30) days or the Party's interest in

this Agreement will automatically terminate. Provided, however, that in the event the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended as long as the defaulting Party continues to diligently prosecute such a cure to completion. Notwithstanding the immediately preceding sentence, an Assessment under **Section 10.09** (iii) can only be cured on or before the start of the next Budget cycle after an Assessment is made to that Party.

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

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

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

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

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

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

19. Dispute Resolution Process. All Parties are encouraged to work together to resolve all

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

18.01 Timeframes.

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

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

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

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

attend. The CECC Director or their designee may otherwise participate in the mediation and will be allowed to attend all joint sessions. This provision shall not be construed as restricting recourse of Texas governmental entities to the Courts.

19. Miscellaneous.

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

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

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

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

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

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

Hays County: Hays County Judge
111 E. San Antonio St.
Suite 300

	San Marcos, Texas 78666
	Hays County General Counsel 111 E. San Antonio St. Suite 202 San Marcos, Texas 78666
The City of Kyle:	City Manager 100 W. Center St. Kyle, Texas 78640
The City of Buda:	City Manager ~~121 Main St.~~405 E. Loop St. Building 100 Buda, Texas 78610
Texas State University:	Vice President for Finance and Support Services 601 University Drive JCK 920 San Marcos, Texas 78666

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

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

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

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

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

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

19.12 Authority of Signatories. Each Party represents co all the other Parties that the

representative signing this Agreement on any Party's behalf has been duly authorized by the governing body of that Party in compliance with Texas law.

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

19.14 Nondiscrimination. In their execution of this Agreement the Parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

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

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

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

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

Signature page follows

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

HAYS COUNTY

_____
Date

By:_____
Ruben Becerra
County Judge

Attest:_____
Elaine Cardenas
County Clerk

CITY OF KYLE

_____
Date

By:_____
Scott Sellers
City Manager

Attest:_____
Jennifer Holms~~Vetrano~~
City Secretary

CITY OF BUDA

_____
Date

By:_____
~~Kenneth Williams~~Name:_____
City Manager

Attest:_____
Alicia Ramirez
City Secretary

TEXAS STATE UNIVERSITY

_____
Date

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

Attest:_____
Name:_____
Title:_____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the employment and duties of all individual attorney positions within the Hays County Criminal District Attorney's Office. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MAU	SHELL	N/A

SUMMARY

Information to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Budget Office. Possible discussion and/or action may follow in open Court including but not limited to appointment and employment of the Hays County Budget Officer (contingent upon an acceptable background check and acceptance of an offer of employment).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

Appointment of a Hays County Budget Officer, if the Commissioners Court determines to do so, will be done pursuant to Chapter 111, Subchapter C, of the Texas Local Government Code.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Transportation Department. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 10, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcherding/Aaron Jones	JONES	N/A

SUMMARY

Summary to be provided in Executive Session

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Clerk's Office. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 10, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Summary to be provided in Executive Session

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to public financing of the La Cima subdivision(s). Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	May 10, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

More information will be provided in Executive Session.