

**Commissioners Court -- SEPTEMBER 20, 2022  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on **SEPTEMBER 20, 2022**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**A. CALL TO ORDER**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**

**D. ROLL CALL**

**E. 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 .**

**F. PRESENTATIONS & PROCLAMATIONS**

1. Presentation recognizing 4-H Gold Star Award recipients. **SHELL**
2. Adopt a Proclamation declaring September 15 - October 15, 2022 as Hispanic Heritage Month. **BECERRA**
3. Adopt a Proclamation declaring September 20, 2022 as Parks and Open Space Commission Appreciation Day in Hays County. **JONES/SHELL**
4. Presentation by the Hays County Office of Emergency Services to include a recap of the 2022 Preparedness Fair and to announce the winning department for the best overall basket in the employee raffle basket contest. **BECERRA/MIKE JONES**

**G. 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.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve Commissioners Court Minutes of August 16, 2022. **BECERRA/CARDENAS**
3. Authorize the County Clerk's Office to accept a \$1,000 donated value from Kofile, Inc. for travel expenses to Dallas, Texas related to a workshop and tour of the Kofile Facility. **BECERRA/CARDENAS**
4. Authorize the execution of a resolution for the Office of the Governor, Bullet Resistant Shield Grant Program. **BECERRA/T.CRUMLEY**

5. Authorize the County Judge to execute a resolution certifying that Hays County has approved a \$13,000.00 grant for the FY 2023 budget year to Combined Community Action, in support for providing home delivered meals to homebound persons in the county that are elderly or disabled. **INGALSBE/DORSETT**
6. Authorize the Commissioner Pct. 1 Office to support Bonham Pre-Kindergarten School in the San Marcos Consolidated Independent School District (SMCISD) with Bonham STEAM Night, one of the many free after school opportunities Bonham provides for SMCISD students and their families. **INGALSBE**
7. Authorize Building Maintenance to replace one HVAC compressor and filter drier on CU-4 located at the Health Department in the amount of \$5,863.22 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
8. Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$9,108.53. **JONES/T.CRUMLEY**
9. Authorize the execution of the First Amendment to the 2020 Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association as previously discussed and approved by the Court. **INGALSBE/SHELL**
10. Authorize the submission of a grant application to the National Rifle Association (NRA), NRA Foundation Grant in the amount of \$16,000.00. **INGALSBE/T.CRUMLEY**
11. Amend the Human Resources operating budget for continuing education expenses for Fred Pryor Seminar subscriptions. **JONES/MILLER**
12. Authorize the acceptance of a grant award and the execution of a grant contract and service agreement for the FY23 Statewide Automated Victim Notification Service (SAVNS) through the Office of the Attorney General in the amount of \$29,403.16. **BECERRA/T.CRUMLEY**
13. Authorize the acceptance and execution of a grant amendment from the Department of State Health Services for the FY 2023 TB Federal Grant Program in the amount of \$26,760.00. **INGALSBE/T.CRUMLEY**
14. Amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2022 year-end process. **BECERRA/DORSETT**
15. Accept the delivery of the Internal Examination report for the Fiscal Year 2021 Hays County Sheriff's Office Drug Forfeiture Fund and Chapter 59 Asset Forfeiture Report. **VILLARREAL-ALONZO**

H. 

<b>ACTION ITEMS</b>
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I. 

<b>ROADS</b>
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1. Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$2,304,404.09 for the Hymeadow, Section 2, Phase 2 Subdivision (Bond # 70NGP200080). **INGALSBE/BORCHERDING**
2. Discussion and possible action to consider the release of the Letter of Credit #SBPTX303415 for revegetation efforts in the amount of \$15,938.03 for El Dorado subdivision. **INGALSBE/BORCHERDING**

J. 

<b>SUBDIVISIONS</b>
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1. PLN-1868-NP; Discussion and possible action regarding the final determination for the Quinta Subdivision Plat (5 lots). **INGALSBE/MACHACEK**

K. 

<b>MISCELLANEOUS</b>
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1. Hold a public hearing in accordance with Section 293.101 of the Texas Health and Safety Code, to discuss, consider, and take appropriate action on the proposed mandatory payment rate to be assessed on institutional healthcare providers in fiscal year (FY) 2023 pursuant to the County Health Care Provider Participation Program. **SHELL/T.CRUMLEY**

2. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Emergency Services District #5 regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE/JONES**
3. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Emergency Services District #8 regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **JONES/INGALSBE**
4. Discussion and possible action to authorize the County Judge to execute a new contract with Thomson Reuters for online legal research services in the Hays County Criminal District Attorney's Office with funds budgeted for FY2023. **INGALSBE/MAU**
5. Discussion and possible action to authorize the Recycling and Solid Waste Department to utilize salary savings to pay down compensation accruals for the Recycling and Solid Waste Manager position and approve an additional 120 hours of vacation time to be rolled to FY23 to be used by March 31, 2023. **SHELL/T.CRUMLEY**
6. Discussion and possible action to authorize the County Courts at Law to hire the Mental Health Court Caseworker, grade 111 position at the 66.46th percentile effective October 1, 2022. **SHELL/O'BRIEN**
7. Discussion and possible action to authorize the County judge to execute a Service Contract related to RFP 2022-P01 Electronic Security Upgrades between Hays County and CML Security, LLC. **BECERRA/T.CRUMLEY**
8. 1:00p.m. Hold a final public hearing for the Fiscal Year 2023 Hays County Proposed Budget. **BECERRA/DORSETT**
9. Discussion and possible action to set the Fiscal Year 2023 salaries and allowances for Hays County Elected Officials. **BECERRA/DORSETT**
10. Discussion and possible action to adopt the Fiscal Year 2023 Hays County budget after making any final changes as a result of the public hearing. **BECERRA/DORSETT**
11. Discussion and possible action to ratify the property tax increase reflected in the Fiscal Year 2023 Hays County budget. **BECERRA/DORSETT**
12. Discussion and possible action to approve an order adopting the tax rate for Fiscal Year 2023 and levy the taxes. **BECERRA/DORSETT**

L.

#### **EXECUTIVE SESSIONS**

The Commissioners Court will announce that 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.

1. 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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Thin Mint. Possible discussion and/or action may follow in open Court. **INGALSBE**

M.

#### **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.

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**

3. 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. **INGALSBIE/CUTLER**
4. 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**

**N. ADJOURNMENT**

**Posted by 5:00 o'clock P.M. on the 16th day of September, 2022  
COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:** Kate Blankenship, Hays County-AgriLife Extension Agent

**Sponsor:** Commissioner Shell

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#### **Agenda Item**

Presentation recognizing 4-H Gold Star Award recipients. **SHELL**

#### **Summary**

Recognize two 4-H youth who received Gold Star awards in the County. This is the highest award a 4-H member can receive. We will read off the script describing the award and present the award to the individuals. We ask for a quick photo with the Commissioners and Judge afterwards.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

**Sponsor:** Judge Becerra

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**Agenda Item**

Adopt a Proclamation declaring September 15 - October 15, 2022 as Hispanic Heritage Month. **BECERRA**

**Summary**

Attached Proclamation written and submitted by The Council for the Indigenous and Tejano Community (CITC) .

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**Attachments**

Hispanic Heritage Month



**PROCLAMATION RECOGNIZING SEPTEMBER 15-OCTOBER 15, 2022 AS  
HISPANIC HERITAGE MONTH**

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

**WHEREAS**, the **Council for the Indigenous and Tejano Community** acknowledges that the Coahuiltecan people who are currently labeled Hispanic have lived in this space now called Hays County for thousands of years, and this Ancient Indigenous Civilization thrived long before Texas and the United States were formed; and

**WHEREAS**, what began in 1968 as Hispanic Heritage Week under President Johnson, was then expanded by President Reagan in 1988 to cover the days between September 15 and October 15, and is today recognized by President Biden as National Hispanic Heritage Month calling on all Americans to observe and celebrate Hispanic heritage and recognize the impact Hispanic People have had on our country; and

**WHEREAS**, Hays County was the home to Hispanic families who lived here before its founding as shown on the July 12, 1809, the first census taken on the El Camino Real de los Tejas, at a small Spanish villa named *San Marcos de Neve*, on the San Marcos River that included families with surnames: de la Portilla, de la Garza, Salazar, Salinas, Gómez, Hernández, García, Castañeda, Salas, Solis, Mungia, Flores, Losoya, Músquiz, Belmúdez, Soto, Rodriguez, Sánchez, Ramírez, Peña, Baldes, Farias, Sálina, Casias, Gallego, Villareal, Carillo, Montolla, Alamontes, and Landa; and

**WHEREAS**, we are encouraged to reflect on the legacy of our own Indigenous and Tejano families, who have today influenced Hays County's history and serve as leaders in all aspects of life; and

**WHEREAS**, Tejano families of Hays County have contributed to the rich social fabric, diverse culture, and economic success initially as original Native people, first settlers, vaqueros, ranch hands, and stock raisers, and subsequently through work in cotton fields, becoming landowners and building homes, established businesses, churches, and cemeteries, and giving of their time and economic resources to build a foundation in the community of Hays County.

**WHEREAS**, these families have drawn strength from earlier families to produce soldiers, doctors, entrepreneurs, academic leaders, historians, writers, and artists. Their stories have not yet been fully recorded or honored. In this community, they are influential and highly respected; and

**WHEREAS**, In the spirit of unity, the **Council for the Indigenous and Tejano Community** and the **Hispanic Heritage Committee of the Hays County Historical Commission** invite you to join us as we recognize and celebrate the valuable contributions made by the many Indigenous and Tejano families of Hays County.

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court, which includes Ruben Becerra, the first Hispanic Hays County Judge, does hereby proclaim September 15-October 15, 2022 as:

**HISPANIC HERITAGE MONTH**

a day to celebrate our rich Indigenous and Tejano heritage and culture in Hays County, Texas.

**ADOPTED THIS THE 20th DAY OF SEPTEMBER 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. Cárdenas, MBA, PhD**  
Hays County Clerk



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Mark Jones

**Sponsor:**

Commissioner Jones

**Co-Sponsor:**

Commissioner Shell

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**Agenda Item**

Adopt a Proclamation declaring September 20, 2022 as Parks and Open Space Commission Appreciation Day in Hays County. **JONES/SHELL**

**Summary**

(see attachment)

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**Attachments**

Proclamation-POSAC



**PROCLAMATION OF THE HAYS COUNTY COMMISSIONERS COURT PROCLAIMING  
SEPTEMBER 20, 2022 AS PARKS AND OPEN SPACE COMMISSION APPRECIATION DAY**

**WHEREAS**, the County of Hays promotes a healthy community by investing in and sustaining parks, natural open spaces, and preserving land and agriculture; and,

**WHEREAS**, the Parks and Open Space Commission (POSAC) was established in 2020 to study the viability and community interest of a park, open space, and conservation bond, and to solicit and review project recommendations, and,

**WHEREAS**, Hays County residents voted to approved Proposition A – the 2020 Parks and Open Spaces Bond to establish parks, open spaces, conservation, lands, and other recreational opportunities, and,

**WHEREAS**, the members of the Parks and Open Space Commission attended more than 25 meetings and served an average 1,000 volunteer hours to review project applications and provide funding recommendations to the Hays County Commissioners Court.

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proclaim September 20, 2022 as

**PARKS AND OPEN SPACE COMMISSION APPRECIATION DAY**

And a special thank you to the Hays County Parks & Open Space Advisory Commission for sharing their time and passion to help enhance our community’s quality of life and preserve the beautiful hill country we call home.

**ADOPTED THIS THE 20<sup>TH</sup> DAY OF SEPTEMBER 2022**

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**Ruben Becerra**  
**Hays County Judge**

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**Debbie Gonzales Ingalsbe**  
**Commissioner, Pct. 1**

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**Mark Jones**  
**Commissioner, Pct. 2**

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**Lon A. Shell**  
**Commissioner, Pct. 3**

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**Walt Smith**  
**Commissioner, Pct. 4**

**ATTEST:**

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**Elaine H. Cárdenas, MBA, PhD**  
**Hays County Clerk**



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Mike Jones

**Sponsor:**

Judge Becerra

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**Agenda Item**

Presentation by the Hays County Office of Emergency Services to include a recap of the 2022 Preparedness Fair and to announce the winning department for the best overall basket in the employee raffle basket contest. **BECERRA/MIKE JONES**

**Summary**

The trophy will be presented to the winning department by OES Director Mike Jones.

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AGENDA ITEM REQUEST FORM

**Hays County Commissioners Court**

**Date:** 09/20/2022

**Requested By:**

Elaine H. Cardenas

**Sponsor:**

Judge Becerra

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**Agenda Item**

Approve Commissioners Court Minutes of August 16, 2022. **BECERRA/CARDENAS**

**Summary**

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**Attachments**

8-16-2022 Minutes

# HAYS COUNTY COMMISSIONERS' COURT MINUTES



AUGUST 16, 2022

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 16th DAY OF AUGUST A.D., 2022, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA  
DEBBIE GONZALES INGALSBE  
MARK JONES  
LON A. SHELL  
WALT SMITH  
ELAINE H. CÁRDENAS

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Danielle Knapp, First United Methodist Church of San Marcos, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

## PUBLIC COMMENTS

*Jeff Thompson made a public comment in support of Capital Idea, a scholarship program for students attending Austin Community College, and asked the County to increase its contribution to \$100,000. Mary Mitchell made a public comment concerning election integrity and requests for the Elections Office. Doug Stewart made a public comment concerning water shortages in Wimberley due to the development of RV parks and asked for restrictions or limits. Dan Lyon made a public comment concerning home prices, the Central Appraisal District, and their appraisal process. Guadalupe Cortez made a public comment regarding his designs of safety equipment for students in classrooms and asked for assistance in spreading awareness. Rodrigo Amaya made a public comment concerning the new agenda format and inconsistencies in the back-up. He questioned where money from marriage ceremonies performed by Justices of the Peace goes.*

Presentation by Connected Nation on the results of the Hays County Broadband Study.

*Pam Waggoner, Connected Nation, presented the results of the Hays County Broadband Study. Topics included access to broadband, internet speeds, the recent increase in telework, and ways to improve the County's connectivity. The court discussed with Simone Corprew, Grant Writer with Countywide Operations, and Tammy Crumley, Director of Countywide Operations, the possibility of having internet provider information on the County website. No action taken.*

**37908** Approve payments of County invoices.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37909** Approve the payment of Juror checks.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of Juror checks.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**



**37910** Approve the payment of United Healthcare claims.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of United Healthcare claims.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37911** Approve Commissioners Court Minutes of June 7, 2022 and June 21, 2022.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of June 7, 2022 and June 21, 2022.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37912** Authorize Building Maintenance to replace the existing 3.5 ton, R-22 split system with a new 3.5 ton, R-410a American Standard split system located in the Foreman's Office at the Yarrington Complex in the amount of \$13,109.42 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize Building Maintenance to replace the existing 3.5 ton, R-22 split system with a new 3.5 ton, R-410a American Standard split system located in the Foreman's Office at the Yarrington Complex in the amount of \$13,109.42 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37913** Authorize the execution of the annual renewal agreement between the Hays County Parks Department/Countywide Operations and Checkfront Inc. in the amount of \$8,248.50 for continued access to the online reservation systems.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of the annual renewal agreement between the Hays County Parks Department/Countywide Operations and Checkfront Inc. in the amount of \$8,248.50 for continued access to the online reservation systems.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37914** Authorize the Local Health Department to accept a \$100.00 donation in the form of ten (10) \$10.00 gift cards from HEB that will be given out as prizes to attendees of the Hispanic/Latino Health forum that the Health Department will be hosting in September 2022 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Local Health Department to accept a \$100.00 donation in the form of ten (10) \$10.00 gift cards from HEB that will be given out as prizes to attendees of the Hispanic/Latino Health forum that the Health Department will be hosting in September 2022 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37915** Authorize Hays County Building Maintenance to replace five (5) thermostats and the connecting control wiring located in the Courthouse in the amount of \$3,550.28 and amend the budget accordingly.

*Dan Lyon made a public comment concerning the cost and carbon footprint of this item, and questioned why a local company was not chosen. Tammy Crumley, Director of Countywide Operations, explained the issue needing to be fixed and clarified this is a quote, not the actual price. Commissioner Shell and Commissioner Smith further explained the lowest bid is usually chosen.*

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize Hays County Building Maintenance to replace five (5) thermostats and the connecting control wiring located in the Courthouse in the amount of \$3,550.28 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37916** Authorize Hays County Building Maintenance/Countywide Operations to purchase two (2) new Astrophysics XIS X-Ray systems for the Government Center in the amount of \$35,227.86 and amend the budget accordingly.

*Commissioner Shell clarified the type of equipment being purchased.*

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize Hays County Building Maintenance/Countywide Operations to purchase two (2) new Astrophysics XIS X-Ray systems for the Government Center in the amount of \$35,227.86 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**37917** Approve Utility Permits.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**37918** Authorize the Office of Emergency Services to use existing funds for an Emergency Operations Plan (EOP) workshop and training conducted by Bold Planning.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the Office of Emergency Services to use existing funds for an Emergency Operations Plan (EOP) workshop and training conducted by Bold Planning.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**37919** Authorize Hays County Building Maintenance/Countywide Operations to purchase two (2) new Magnascanner Body Scanners for the Government Center in the amount of \$9,159.00 and amend the budget accordingly.

*Commissioner Shell clarified the type of equipment being purchased.*

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize Hays County Building Maintenance/Countywide Operations to purchase two (2) new Magnascanner Body Scanners for the Government Center in the amount of \$9,159.00 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**37920** Authorize the County Judge to execute an updated service agreement between Hays County and The Bug Master to add rodent control services to the service agreement for the Historic Courthouse in the amount of \$110.00 quarterly.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute an updated service agreement between Hays County and The Bug Master to add rodent control services to the service agreement for the Historic Courthouse in the amount of \$110.00 quarterly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**37921** Authorize the submission of the County Feral Hog Abatement Grant submission to the Texas A&M AgriLife Extension Services, Wildlife Services Program in the amount of \$7,500.00.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the submission of the County Feral Hog Abatement Grant submission to the Texas A&M AgriLife Extension Services, Wildlife Services Program in the amount of \$7,500.00.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**37922** Authorize the Office of Emergency Services to purchase 50 Fire Hoses valued at \$6,888.50 to support wild land fire mitigation and amend the budget accordingly.

*Judge Becerra explained the issue with damaged hoses. Commissioner Smith stated that due to supply chain issues, these will be for next fire season. The court expressed support for this item.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Office of Emergency Services to purchase 50 Fire Hoses valued at \$6,888.50 to support wild land fire mitigation and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37923** Authorize \$3,000.00 in additional funding for the Hays County Community Emergency Response Team (CERT) to purchase consumables in support of firefighter's rehabilitation during wildfires and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize \$3,000.00 in additional funding for the Hays County Community Emergency Response Team (CERT) to purchase consumables in support of firefighter's rehabilitation during wildfires and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37924** Authorize all County Offices that participate in the Lower Colorado River Authority (LCRA) Trunked Radio System Agreement to purchase component parts from LCRA utilizing a discretionary exemption pursuant to Texas Local Government Code, Section 262.024(a)(7)(D).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize all County Offices that participate in the Lower Colorado River Authority (LCRA) Trunked Radio System Agreement to purchase component parts from LCRA utilizing a discretionary exemption pursuant to Texas Local Government Code, Section 262.024(a)(7)(D).

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37925** Approve out of state travel for Chief Deputy, Roxanne Rodriguez, and Senior Deputy, Madison Gish, to attend the Pria Conference on August 30 -- September 1, 2022 in Ft. Lauderdale, FL.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve out of state travel for Chief Deputy, Roxanne Rodriguez, and Senior Deputy, Madison Gish, to attend the Pria Conference on August 30 -- September 1, 2022 in Ft. Lauderdale, FL.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37926** Hold a public hearing with possible action to establish a 2-way stop location on Sunbright Blvd at the intersection with the school entrance-only drive to help control traffic for the new Sunfield Elementary School.

*Judge Becerra opened the public hearing at 10:49 a.m. No comments were made. Judge Becerra closed the public hearing at 10:49 a.m. Commissioner Jones stated this will improve safety.*

A motion was made by Commissioner Jones, seconded by Commissioner Smith to establish a 2-way stop location on Sunbright Blvd at the intersection with the school entrance-only drive to help control traffic for the new Sunfield Elementary School.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37927** Hold a public hearing with possible action to establish a 4-way stop location on Vista Gardens at the intersection with Parkrose Drive to help control traffic for the new Sunfield Elementary School.

*Judge Becerra opened the public hearing at 10:49 a.m. No comments were made. Judge Becerra closed the public hearing at 10:49 a.m. Commissioner Jones stated this will improve safety.*

A motion was made by Commissioner Jones, seconded by Commissioner Smith to establish a 4-way stop

location on Vista Gardens at the intersection with Parkrose Drive to help control traffic for the new Sunfield Elementary School.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37928** Hold a public hearing with possible action to establish a 4-way stop location on Sunbright Blvd at the intersection with Vista Gardens Drive to help control traffic for the new Sunfield Elementary School.

*Judge Becerra opened the public hearing at 10:49 a.m. No comments were made. Judge Becerra closed the public hearing at 10:49 a.m. Commissioner Jones stated this will improve safety.*

A motion was made by Commissioner Jones, seconded by Commissioner Smith to establish a 4-way stop location on Sunbright Blvd at the intersection with Vista Gardens Drive to help control traffic for the new Sunfield Elementary School.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37929** Discussion and possible action to award a contract for IFB 2022-B17 Elder Hill Road - Raised Profile Striping to Total Highway Maintenance, LLC. in the amount of \$105,230.00.

*Commissioner Smith stated this will improve safety. Commissioner Shell stated the low bid was chosen.*

A motion was made by Commissioner Jones, seconded by Commissioner Smith to award a contract for IFB 2022-B17 Elder Hill Road - Raised Profile Striping to Total Highway Maintenance, LLC. in the amount of \$105,230.00.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37930** PLN-1927-PC; Hold a Public Hearing with possible action to approve the Burnett Ranch, Sec 1, Lot 11, Replat.

*Judge Becerra opened the public hearing at 10:50 a.m. No comments were made. Judge Becerra closed the public hearing at 10:51 a.m. Colby Machacek, County Planner with Development Services, provided background on the subdivision and stated it has full staff recommendation.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the Burnett Ranch, Sec 1, Lot 11, Replat.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37931** PLN-1949-PC; Hold a Public Hearing with possible action to approve the proposed Glenn H. Kothmann, Lot 39, Replat.

*Judge Becerra opened the public hearing at 10:52 a.m. No comments were made. Judge Becerra closed the public hearing at 10:52 a.m. Colby Machacek, County Planner with Development Services, provided background on the subdivision and stated it has full staff recommendation.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the proposed Glenn H. Kothmann, Lot 39, Replat.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**Clerk's Note:** Judge Becerra called for a recess that began at 10:53 a.m. and resumed back into open court at 11:07 a.m.

**37932** Discussion and possible action to adopt Election Day Polling Locations for the November 8, 2022, General Election.

*Jennifer Doinoff, Hays County Elections Administrator, updated the court on the polling locations for the General*

*Election. Commissioner Smith spoke about the process of choosing locations. Judge Becerra spoke about the public's concerns about election integrity and the need for consistent locations.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt Election Day Polling Locations for the November 8, 2022, General Election.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37933** Discussion and possible action authorizing the County Judge to execute an Interlocal Cooperation Agreement between Hays County and the Hays Consolidated ISD related to adding three partially federally funded school resource officers and amend the budget accordingly.

*Commissioner Jones stated this is to improve school safety, and funding will be split with the Federal Government.*

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and the Hays Consolidated ISD related to adding three partially federally funded school resource officers and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37934** Discussion and possible action authorizing the County Judge to execute an Interlocal Cooperation Agreement between Hays County and the Dripping Springs ISD related to adding one partially federally funded school resource officer and amend the budget accordingly.

*Commissioner Smith thanked Dripping Springs Independent School District for working on this.*

A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and the Dripping Springs ISD related to adding one partially federally funded school resource officer and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**37935** Discussion and possible action to authorize the County Judge to execute an Intergovernmental Inmate Housing Agreement between Hays County, Haskell County, and LaSalle Corrections West, LLC. for the care and custody of overflow Hays County inmates and amend the budget accordingly; authorizing a discretionary exemption pursuant to Section 262.024(a)(2) of the Texas Local Government Code.

*Commissioner Smith provided background on the item and why it is needed. Jordan Powell, Assistant General Counsel, explained the agreement and provided details on the cost. Chief Deputy Mike Davenport, Hays County Sheriff's Office, was called on to answer the court's questions. Judge Becerra spoke about his opposition to this item and outsourcing inmates. The court had a lengthy discussion about the pros and cons of this agreement, including the cost, termination clauses, the inclusion of transportation in the agreement, and the necessity of outsourcing due to rapid growth.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute an Intergovernmental Inmate Housing Agreement between Hays County, Haskell County, and LaSalle Corrections West, LLC. for the care and custody of overflow Hays County inmates and amend the budget accordingly; authorizing a discretionary exemption pursuant to Section 262.024(a)(2) of the Texas Local Government Code.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith  
NAY: Judge Becerra  
**4 - 1 Passed**

11:00 a.m. - Budget Workshop regarding the Fiscal Year 2023 budget. Possible action may follow.

*Judge Becerra opened the Budget Workshop at 11:07 a.m. Lauren Foye made a public comment in favor of more funding for Pet Prevent a Litter (PALS) and spoke about the services they provide. Elaine Cardenas, Hays County Clerk, presented her budget request for 2 new Deputy Clerk III positions. The court discussed the necessity due to the new court and County growth. Frank Arredondo made a public comment in favor of more funding for the Council for the Indigenous and Tejano Community (CITC). Gina Alba-Rogers, CITC Chair, presented the council's budget request for an increase in funding. Elaine Cardenas, County Clerk, read letters of support for CITC from Kathy Pittman De Leon, John Mckiernan-Gonzalez, and Jesus F. de la Teja. The court expressed appreciation for CITC*

and the work they do. Clay DeStefano, Executive Director of the Price Center, presented the center's budget request for an increase in funding. The court discussed the services the Price Center provides, and its level of funding compared to other senior centers in the County. Shari Miller, Director of Human Resources, provided an update on the salary study for elected officials. The court discussed elected official salary increases, past decisions made, and the progress of the salary study for County employees. Judge Becerra closed the Budget Workshop at 12:57 p.m. No action taken.

**Clerk's Note:** Judge Becerra called for a recess that began at 12:57 p.m. and resumed back into open court at 1:05 p.m.

**Clerk's Note:** Executive Session began at 2:13 p.m. and resumed back into open court at 3:29 p.m.

**37936** 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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

*Commissioner Smith stated the first Draw Request they expect to see will be \$651,769.94 to retire debt service on the land for Patriots' Hall in Dripping Springs.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the processing of Draw Requests made pursuant to fully executed Agreements related to 2020 Parks Bond projects, granted that such Requests have been approved by the Parks Program Manager, the Office of General Counsel, and the Hays County Auditor.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

Discussion and possible action related to the burn ban.

*Mark Wobus, Hays County Fire Marshal, recommended keeping the burn ban in place. Commissioner Smith and Wobus discussed citations written by the County. No action taken.*

Discussion related to the Hays County inmate population, to include current population counts and costs.

*Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The estimated cost for outsourcing inmates this week was \$91,218. The average number of outsourced males is 151 and females is 37. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Lee, Maverick, and Red River. The number of "paper-ready" inmates who are now wardens of the state is 25. No action taken.*

**Clerk's Note Agenda Item #N-3 RE:** *Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. - WAS PULLED.*

**Clerk's Note Agenda Item #N-4 RE:** *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). - WAS PULLED.*

## **ADJOURNMENT**

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 3:30 p.m.

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I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on August 16, 2022.

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ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO



CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 09/20/2022

Requested By:

Elaine Cardenas

Sponsor:

Judge Becerra

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**Agenda Item:**

Authorize the County Clerk's Office to accept a \$1,000 donated value from Kofile, Inc. for travel expenses to Dallas, Texas related to a workshop and tour of the Kofile Facility. **BECERRA/CARDENAS**

**Summary:**

The County Clerk's office has received an invitation for four staff members to attend a workshop and tour at the Kofile facility in the Dallas Area. Costs are covered by Kofile with the exception of meal per diems during travel and transportation costs, which would be via County vehicle.

**Fiscal Impact:**

Amount Requested: TBD, Fuel and meals during travel

Line Item Number: 101-617-11.5501

**Budget Office:**

Source of Funds: Donation & Records Management & Archive Fund

Budget Amendment Required Y/N?: No

Comments: Travel is in October. If approved, the meal per diems and fuel related to this travel (estimated \$300) and the donated value (\$1,000) provided by Kofile will need to be added to the FY23 budget.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Travel Expenses

New Revenue Y/N?: If approved, donation of travel expenses

Comments:

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**Attachments**

Kofile Invitation

Kofile Agenda





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September 9, 2022

Elaine Cardenas  
Hays County Clerk  
712 S Stagecoach Trail  
San Marcos, TX 78676

Re: Public Record Preservation and Digital Transformation Workshop

Dear Elaine,

I am writing to invite you to participate in a Public Record Preservation and Digital Transformation Workshop at Kofile Technologies, Inc., located at 6300 Cedar Springs Road, Dallas, Texas 75235. As part of the records preservation and imaging industry, we encourage elected county officials to visit our facilities to better understand the risks to public records and how the records preservation industry helps local governments to preserve, maintain and digitize public records for the benefit of their constituents.

Kofile Technologies is based in Texas and employs over 400 employees. Kofile was founded in 2009 and has remained dedicated to continuing to innovate and leverage expertise in preservation and digitization services with a deep commitment to the public sector. We're certain we can provide you and your team with information that will be helpful to you in meeting your responsibility to preserve public records.

This tour is an informal opportunity for you to see our restoration lab and learn about the preservation and imaging processes available for public records. The format usually consists of a facility tour, informational sessions about the industry and processes, and an open discussion with employees, including a question and comment period. We would also like to invite you, and members of your staff, to dinner on the evening of the tour for those that would like to attend.

We understand Hays County is a considerable distance from our Dallas facility, so we would extend the invitation to cover hotel for a one-night stay. We estimate the total costs related to dinner, breakfast, and hotel for four (4) total county employees to be one-thousand dollars (\$1,000.00). I would like to propose the tour for 1 P.M. October 4<sup>th</sup> through Noon on October 5<sup>th</sup> using the attached as a tentative agenda.

I sincerely hope you will accept our invitation to visit our facility. We believe it will provide you valuable information that will help you to make well-informed decisions with respect to maintain and preserving the public records entrusted to you. Please let me know at your earliest convenience if the proposed dates will work.



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Thank you for your time and consideration of this invitation and I look forward to working with you soon.

Sincerely,

Billy Gerwick  
Account Executive  
Kofile Technologies, Inc.  
832-373-9124



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## Preservation & Digital Transformation Workshop

As records custodian for Hays County, the County Clerk balances several duties, including preservation, management, and access to the public records documenting the life, liberty, and property of its constituents.

In this workshop, Kofile will highlight common issues and pitfalls that arise in original source collections and digital conversions for Hays County's awareness. The County Clerk can observe firsthand the multiple collections undergoing records preservation, imaging, and indexing in our Dallas Lab and Center of Excellence. At Kofile, automation is only used in conjunction with human eye/touch when doing so does not compromise the security, quality, and accuracy of the project.

Hays County is welcome to visit with Kofile employees, see in action the preservation process and tools utilized, and examine how digital transformation effects the workflow and efficiency of other county offices. Kofile can partner with the County Clerk to identify emerging technologies, best practices, and proprietary archival solutions to assist and support the functions of the Office.

### WORKSHOP AGENDA

#### TUESDAY, OCTOBER 4

**1:00 – 1:30 PM**                      Hays County officials arrive at Kofile's Dallas Headquarters

**1:30 – 4:00 PM**                      Tour of Kofile's Dallas Lab and Center of Excellence

- Preservation Laboratory
  - Books/Volumes
  - Case Files
  - Photostats
  - Special document- Oversize/ Maps
- Vaults and storage
  - Media
  - Film
- Imaging Service Bureau
  - Capture
  - Large scale
  - Zonal cleaning and enhancements
- Indexing Service Bureau
  - Full-service indexing
  - Daily indexing
  - Back file indexing services



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**4:00 - 4:30 PM** Q&A discussion on the preservation and digitization of information, enabling access and business process optimization, while maintaining continuity and public safety.

**6:15 - 8:30 PM** Dinner

## **WEDNESDAY, OCTOBER 5**

**8:30 – 9:15 AM** Breakfast at Hotel

**9:30 – 11:00 AM** Continue tour of Kofile's Dallas Lab and Center of Excellence

- Information Access
  - Quicklink® demonstration
- Index Scanning

**11:00 – 12:00 PM** Roundtable Discussion

- Best practices in preservation and digitization of records
- Enabling public access and business process optimization
- County government concerns & obstacles regarding digital transformation

**12:00 PM** Workshop Concludes



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

T. CRUMLEY

**Sponsor:**

Judge Becerra

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#### **Agenda Item**

Authorize the execution of a resolution for the Office of the Governor, Bullet Resistant Shield Grant Program.

**BECERRA/T.CRUMLEY**

#### **Summary**

The Bullet Resistant Shield Grant program aims to provide funding for the purchase of bullet resistant shields for officers, especially those who work with school districts. The submission of an application was approved in court on September 13, 2022. The Office of the Governor requires a signed resolution of support to accompany applications for this program. There is no match required for this grant.

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#### **Attachments**

Resolution\_Bullet Resistant Shields



## **Resolution**

STATE OF TEXAS §  
§  
COUNTY OF HAYS §

**WHEREAS**, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Bullet Resistant Shield Grant project be operated in the 2023 year; and

**WHEREAS**, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Bullet-Resistant Shield Program grant application; and

**WHEREAS**, The Hays County Commissioners' Court agrees in the event of loss or misuse of the Office of the Governor funds, the Hays County Commissioner's Court assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The Hays County Commissioners' Court designates Ruben Becerra, Hays County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Bullet Resistant Shield Grant to the Office of the Governor.

**ADOPTED THIS THE 13<sup>TH</sup> DAY of SEPTEMBER, 2022**

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**Ruben Becerra**  
**Hays County Judge**

**ATTEST:**

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**Elaine Cardenas**  
**Hays County Clerk**



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Vickie Dorsett

**Sponsor:**

Commissioner Ingalsbe

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**Agenda Item:**

Authorize the County Judge to execute a resolution certifying that Hays County has approved a \$13,000.00 grant for the FY 2023 budget year to Combined Community Action, in support for providing home delivered meals to homebound persons in the county that are elderly or disabled. **INGALSBE/DORSETT**

**Summary:**

The attached resolution is required by the Texas Department of Agriculture (TDA) in order to document community financial support for this effort.

**Fiscal Impact:**

Amount Requested: \$13,000

Line Item Number: 001-895-98-323.5800

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funds are included in the FY23 proposed budget for this agency.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Grant Funding

New Revenue Y/N?: N/A

Comments: Regarding Section 3 of the certification, the County Auditor has not reviewed the accounting system of the Combined Community Action Agency and therefore cannot attest to its compliance with the Uniform Grants Management Standards with regards to its financial management system.

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### Attachments

CCCA Funding Resolution



**TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL  
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2023**

A resolution of the County of Hays(County) Texas certifying that the county has made a grant to Combined Community Action-Meals on Wheels Rural Capital Area(Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

*WHEREAS*, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

*WHEREAS*, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

*WHEREAS*, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

***BE IT RESOLVED BY THE COUNTY:***

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ 13,000.00 to be used between the:

1 of October 2022 and the 30 of September 2023

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 20th day of September, 2022.

*2*

\_\_\_\_\_  
*Signature of Authorized Official of the County*

Ruben Becerra, Hays County Judge

*Typed Name and Title*





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Commissioner Ingalsbe

**Sponsor:**

Commissioner Ingalsbe

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**Agenda Item:**

Authorize the Commissioner Pct. 1 Office to support Bonham Pre-Kindergarten School in the San Marcos Consolidated Independent School District (SMCISD) with Bonham STEAM Night, one of the many free after school opportunities Bonham provides for SMCISD students and their families. **INGALSBE**

**Summary:**

The Commissioner Pct. 1 Office would like to provide sponsorship funding to Bonham Pre-Kindergarten School for STEAM night, a free after school event Bonham provides for SMCISD students and their families. This event will be held at Bonham, 1225 Highway 123, San Marcos, on September 22.

**Objectives of STEAM night are:**

Strengthen student and family focus on Science, Technology, Engineering, Art and Math  
Supply students and families with the supplies and materials needed for a variety of hands-on activities  
Provide the foundation for positive social-emotional development and academic learning for every student  
Provide planned, purposeful, engaging experiences

Attachment: Bonham Pre-Kindergarten School Sponsorship Letter

Funds are available within the Commissioner's operating budget to provide sponsorship support.

**Fiscal Impact:**

Amount Requested: \$250

Line Item Number: 001-601-00.5353

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Community Program Expense

New Revenue Y/N?: N/A

Comments:

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### Attachments

Donation Letter Request



## Bonham Pre-Kindergarten School

1225 Highway 123 | San Marcos, Texas 78666 | OFFICE 512.393.6031 | FAX 512.393.6785

September 9, 2022

Hays County Commissioners Court

Attn: Debbie Ingalsbe

712 S. Stagecoach Trail

San Marcos, Texas 78666

Dear Mrs. Ingalsbe,

My name is Eulogia Martinez, I am the Principal here at Bonham Pre-Kindergarten School. I want to thank you so much for considering Bonham Pre-K as the recipient of your monetary donation.

Here at Bonham Pre-K, our mission is to provide planned, purposeful, engaging experiences that provide the foundation for positive social-emotional development and academic learning for every student.

Bonham STEAM night, on Thursday, September 22nd, is one of the many after school opportunities we provide for our students and their families. This is a FREE annual family event that focuses on Science, Technology, Engineering, Art and Math.

With your donation of \$250.00, Bonham will have the opportunity to provide students and families with the supplies and materials needed to enjoy a variety of hands-on activities and explore different STEAM phenomena. Some of these materials include: popsicle sticks, pipe cleaners, shaving cream and plastic straws.

On behalf of Bonham Pre-K, I want to thank you and the Hays County Commissioners Court for your very generous donation and consideration for our Bonham students. We greatly appreciate this opportunity and look forward to your continued support.

Sincerely,

Eulogia Martinez

Principal

Bonham Pre-K School

(512) 757-8231



# Bonham Pre-Kindergarten School

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1225 Highway 123 | San Marcos, Texas 78666 | OFFICE 512.393.6031 | FAX 512.393.6785



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 09/20/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

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**Agenda Item:**

Authorize Building Maintenance to replace one HVAC compressor and filter drier on CU-4 located at the Health Department in the amount of \$5,863.22 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

**Summary:**

HVAC CU-4 located at the Health Department has a failed compressor. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal recommending the replacement of the compressor and filter drier.

**Fiscal Impact:**

Amount Requested: \$5,863.22

Line Item Number: 007-761-94.5719\_700

001-695-00.5719\_700

**Budget Office:**

Source of Funds: Energy Efficiency Fund & General Fund

Budget Amendment Required Y/N?: Yes

Comments: Will use remaining available balance in the Energy Efficiency Fund at the time of payment (to include any additional interest earned) to close out fund.

Estimated budget amendment will be higher to ensure close out of special revenue fund.

\$5,644 - Increase EFF Misc. Equipment\_Capital 007-761-94.5719\_700

(\$5,284) - Decrease EFF General Supplies 007-761-94.5201

(\$360) - Increase EFF Depository Interest 007-761-94.4801

\$900 - Increase Building Maintenance Misc. Equipment\_Capital 001-695-00.5719\_700

(\$900) - Decrease Co-Wide Misc. Capital Improvements 001-645-00.5741

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, Depository Interest in Energy Efficiency Fund

Comments:

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**Attachments**

JME Quote CU-4



JM Engineering, LLC  
1314 Hillridge Drive  
Round Rock, Texas 78665

Date: September 13, 2022  
Quote No: 017021  
Quote Expiration: 30 days after above date

To: **Chris Deichmann**  
**Hays County - County Wide Operations**  
Office: 512-393-7659  
Email: [chris.deichmann@co.hays.tx.us](mailto:chris.deichmann@co.hays.tx.us)

Project: HVAC Maint & Repair Services  
Contract No: RFP 2020-P01  
Location: Health Department  
401 Broadway Street  
San Marcos, Texas 78666

#### Scope of Services:

JM Engineering will investigate, troubleshoot and replace bad compressor and filter drier for CU-4 at the Hays County Health Department. Work will include recover refrigerant, replace bad compressor, replace filter drier, pull a vacuum, add acid neutralizer, charge system with up to 30 pounds of new R-22 refrigerant, check for normal systems operation, clean up job site and complete service ticket on job site.

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

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$86.44 per hour)	18.0		\$	1,555.92
Tech Helper, Monday - Friday - Regular Hours (\$67.49 per hour)	10.0		\$	674.90
<b>Subtotal</b>	28.0	0	\$	2,230.82
Pricing - Material				
Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
Compressor, Filter Drier, Acid Neutralizer, R-22 Refrigerant, Supplies and Misc	1.20	EA	\$ 2,964.50	\$ 3,557.40
<b>Subtotal</b>				\$ 3,632.40
<b>GRAND TOTAL</b>			<b>\$</b>	<b>5,863.22</b>

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

Sincerely,  
Chad Liesman  
**JM Engineering, LLC**  
Office: 512-874-9245  
Mobile: 512-966-3959  
[chad.liesman@jm-engineer.com](mailto:chad.liesman@jm-engineer.com)



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Jones

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**Agenda Item:**

Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$9,108.53. **JONES/T.CRUMLEY**

**Summary:**

The attached Commercial General Liability and Excess Liability Insurance renewal related to the Dahlstrom Nature Preserve is required per the public access agreement.

**Fiscal Impact:**

Amount Requested: \$9,108.53

Line Item Number: 001-645-00.5340

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Insurance Expense

New Revenue Y/N?: N/A

Comments:

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**Attachments**

General Liability Renewal Quote

Commercial Excess Liability Renewal Quote

## CSU Producer Resources, Inc.

A subsidiary of Cincinnati Financial Corporation  
P.O. Box 145496, Cincinnati, OH 45250-5496  
513-870-2000

**Date:** 09/06/2022

**To:** Marsh Wortham, a division of Marsh USA, Inc.  
2500 Bee Caves Rd Ste 1-125  
Austin TX 78746  
  
42-004

**From:** Lesli Brockman

**RE:** Dahlstrom Family Limited Partnership

**Quote number:** 216367548

### QUOTATION

We are pleased to present a quote for this risk. This quote is based on the information you submitted, however the terms and conditions may differ from what was requested. Please review carefully.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

**Proposed Policy Period:** From: 10/16/2022 To: 10/16/2023

**Quote Expiration:** 10/16/2022

**Description of Operations:** Family Leasing Ranch - Using as Park for Public Ac

#### Coverage:

##### General Liability - OCCURRENCE

**Retroactive Date:** NONE

Limits of Insurance	
Each Occurrence	\$ 1,000,000
Damage to Premises Rented to You	\$ 100,000
Medical Expense	\$ 1,000
Each Offense – Personal & Advertising Injury	\$ 1,000,000
General Aggregate other than Completed Operations	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000

Deductible	Per Claim	Per Occurrence
Bodily Injury	Not Applicable	Not Applicable
Property Damage	Not Applicable	Not Applicable
Combined BI and PD	Not Applicable	\$ 1,000

**Payment Options:** CSU offers both Agency Bill and Direct Bill payment methods. Listed below are the payment methods available to the insured.

Re: Dahlstrom Family Limited Partnership

**Agency Bill:**

Premium:	
CGL Deposit Premium	\$ 1,152.00
Flat Premium	\$ N/A
Terrorism Risk Insurance Act	\$ 17.00
Broker Fee	\$ 35.00
Surplus Lines Tax	\$ 58.39
Stamping Fee	\$ .90
Other Taxes or Fees	\$ N/A
TOTAL	\$ 1,263.29

**Direct Bill:**

	Annual	Semi-Annual	Quarterly	25%/9
CGL Deposit Premium	\$ 1,152.00	\$ 1,187.00	\$ 1,210.00	\$ 1,246.00
Flat Premium	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Terrorism Risk Insurance Act	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00
Broker Fee	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Surplus Lines Tax	\$ 58.39	\$ 60.09	\$ 61.21	\$ 62.95
Stamping Fee	\$ .90	\$ .93	\$ .94	\$ .97
Other Taxes or Fees	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTAL	\$ 1,263.29	\$ 1,300.02	\$ 1,324.15	\$ 1,361.92
<b>Down-Payment*</b>	\$ 1,263.29	\$ 698.02	\$ 403.90	\$ 414.67

\*Down-Payment includes any fully earned or flat premiums, Broker Fee (where applicable), and all Surplus Lines Tax and other state specific taxes or fees. Depending on the bind request date or length of the policy term, the down-payment may include premiums from subsequent installments.



Re: Dahlstrom Family Limited Partnership

**Provisions applicable to premium:**

- A. Premium is subject to annual audit:** ☐ Yes ☒ No
- B. Agency Bill Payment Terms:** Premium is payable in full on the 15th of the month following the statement month. If payment is not received by the 15th of the month following the statement month, coverage will be cancelled and may not be reinstated or may not be reinstated at the same terms and conditions. If premium is financed and the finance company requests the company to cancel coverage, the company will honor that request. If the finance company subsequently requests the company to reinstate coverage, the company, at its sole discretion, may not reinstate coverage or may reinstate coverage with a gap in coverage terms or conditions.
- C. Direct Bill Payment Terms:** Payor is responsible for submitting the down-payment and any subsequent installment reflected on the billing invoice within 22 days from the invoice date. Subsequent installments are subject to change based on policy changes and/or billing charges. Please refer to Billing Invoice for future installments.
- D. Direct Bill Billing Charge:** The following billing charges vary by state and may apply up to \$25 per infraction: Non-Sufficient Funds (NSF) Charge, Rescission Charge, and/or Late Charge. Please refer to the Disclosure of Direct Bill Charges form included with your invoice for more information.
- E. Minimum Earned Premium at Inception:** 25 %  
Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.
- F. Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.
- G. Flat Premium:** Any premium shown as a flat is fully earned and is not subject to the minimum earned premium.
- H. Broker Fee:** The broker fee is considered a flat charge and fully earned and is not subject to the minimum earned premium.

**Forms and Endorsements:**

Refer to Forms and Endorsements Schedule CSIA406

**Standard Terms and Conditions:**

1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
2. Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.

**Additional Terms and Conditions and Remarks:****Authority to Issue Certificates of Insurance:**

After coverage is bound with our prior approval, you may issue **unmodified** ACORD Certificates of Insurance with an accurate representation of the coverage form and endorsements applicable to the policy at the time you issue the Certificate. No modification to the ACORD Certificate of Insurance is allowed without prior written approval from the company.

Certificates of Insurance do not amend, extend or alter policy coverage, terms or conditions in any manner. Changes to the policy are permitted only with prior written approval by the company.

Re: Dahlstrom Family Limited Partnership

## DISCLOSURE NOTICE OF TERRORISM INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act.

### Certified Act of Terrorism

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

### Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for acts of terrorism certified under that Act.

The portion of your premium attributable to coverage for acts of terrorism certified under the Act is Excluded plus applicable taxes and fees. This amount does not include any charges for the portion of losses covered by the United States government.

## REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage for losses resulting from acts of terrorism as defined in the Act by signing the statement below and returning it to your insurance producer.

**Coverage Rejection** - I hereby reject the offer to purchase coverage for certified acts of terrorism as defined in the Act. I understand that I will have no coverage for losses resulting from such acts of terrorism.

\_\_\_\_\_  
Authorized Signature by Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
The Cincinnati Specialty Underwriters Insurance Company Policy Number

## Forms and Endorsements Schedule

**POLICY NUMBER:** CSU0076102

**POLICY EFFECTIVE DATE:** 10/16/2022

**NAMED INSURED:** Dahlstrom Family Limited Partnership

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### FORMS APPLICABLE

#### Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations  
CSIA409 (01/08) Named Insured Schedule  
CSIA418TX (12/19) Texas Complaint Notice  
CSIA410 (03/08) Notice to Policyholders  
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage  
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism  
CSIA404 (08/07) Service of Suit  
CSIA403 (11/17) Special Provisions - Premium

#### Forms Applicable - Commercial General Liability

CSGA501 (04/08) Commercial General Liability Coverage Part Declarations  
CSGA403 (10/07) Liability Premises Schedule  
CSGA408 (04/08) Commercial General Liability Classification and Premium Schedule  
CG0001TOC (04/13) Commercial General Liability Coverage Form Table of Contents  
CG0001 (04/13) Commercial General Liability Coverage Form  
CSGA401TOC (02/13) Changes to Commercial General Liability Coverage Form Table of Contents  
CSGA401 (02/13) Changes to Commercial General Liability Coverage Form  
CSIA405(08/09)-B- Total Pollution Exclusion w/Hostile Fire Exception  
CG2426 (04/13) Amendment of Insured Contract Definition  
CG0103 (06/06) Texas Changes  
IL0003 (09/08) Calculation of Premium  
CG2639 (12/07) Texas Changes - Employment-Related Practices Exclusion  
CSGA418 (06/08) Amendment of Pollutants Definition

## Forms and Endorsements Schedule

**POLICY NUMBER:** CSU0076102

**POLICY EFFECTIVE DATE:** 10/16/2022

**NAMED INSURED:** Dahlstrom Family Limited Partnership

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### FORMS APPLICABLE

#### Forms Applicable - Commercial General Liability

CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
CSGA358 (06/08)	Exclusion - Participants and Contestants
CSGA3010 (03/16)	EXCLUSION - ALL-TERRAIN VEHICLES UTILITY TERRAIN VEHICLES SNOWMOBILES OR OTHER RECREATIONAL OFF-ROAD
CG2107 (05/14)	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
CG0300 (01/96)	Deductible Liability Insurance
CG2150 (04/13)	Amendment of Liquor Liability Exclusion
CG2196 (03/05)	Silica Or Silica-Related Dust Exclusion
CSGA3008 (07/12)	Exclusion - All Construction
CSGA306 (04/20)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease
CSGA315 (04/19)	Exclusion - Firearms or Ammunition (Total)
CSGA4102 (07/19)	Limitation of Coverage to Designated Premises
CSGA3175 (07/19)	Exclusion - Employer's Liability
CSGA3177 (07/19)	Exclusion - Bodily Injury to Contractors or Subcontractors
CSGA3179 (07/19)	Exclusion - Operations Covered by a Controlled (Wrap-Up) Insurance Program
CSGA3176 (07/19)	Exclusion - Construction Management Errors and Omissions and Contractors Professional
IL0017 (11/98)	Common Policy Conditions
IL0168 (03/12)	Texas Changes - Duties



# CYBER LIABILITY QUOTE ESTIMATE

Date: 09/06/2022

To: Dahlstrom Family Limited Partnership  
PO BOX 1148  
DRIPPING SPRINGS TX 78620

## QUOTATION

CSU offers three Cyber products: Data Defender, Network Defender and Cyber Defense. Data Defender and Network Defender can be purchased separately or together. The quote(s) cannot be bound without prior company approval. Final pricing is subject to a favorable Cyber Liability Application, CSHC002. Please contact your C-SUPR underwriter for more information on these products.

### 1. DATA DEFENDER

Provides first party coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" of "affected individuals."

"Affected individuals" may be customers, clients, members, directors or employees of the insured entity.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$50,000	\$1,000	\$125
Defense and Liability	\$50,000	\$1,000	\$47
Identity Recovery	\$25,000	\$250	\$14
Total Data Defender Premium for \$50,000 Annual Aggregate Limit			\$ **186

### 2. NETWORK DEFENDER

Provides third party coverage for the breach of business information, unintended propagation and forwarding of malware and unintended abetting of a denial of service attack.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$100,000	\$1,000	\$141
Network Security	\$100,000	\$1,000	\$101
Total Network Defender Premium for \$100,000 Annual Aggregate Limit			\$ **242

### 3. CYBER DEFENSE

Cyber defense comprises seven components, including first and third party coverages. This robust cyber option offers higher limits and broad coverage and requires individual underwriting. Please consult your C-SUPR underwriter for additional details. To receive a quote, please complete supplemental application CSHC004.

\*\* Note: applicable taxes, terrorism and \$35 broker fee will be added to the final policy.

CSIA 460 07 17

This is not a policy. CSU Producer Resources Inc., a subsidiary of Cincinnati Financial Corporation, offers insurance brokerage services to independent agencies of The Cincinnati Insurance Company. C-SUPR supports your access to Cincinnati's excess and surplus lines company - The Cincinnati Specialty Underwriters Insurance Company. 6200 South Gilmore Road, Fairfield, OH 45014 5141. Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496 cinfin.com

# Commercial General Liability Premises Schedule

**POLICY NUMBER:** CSU0076102

**POLICY EFFECTIVE DATE:** 10/16/2022

☒ **if Supplemental  
Declarations Is Attached**

**NAMED INSURED:** Dahlstrom Family Limited Partnership

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LOC.	ADDRESS
1	384 ACRES, FM HWY 967 DRIPPING SPRINGS TX 78620

## Commercial General Liability Classification and Premium Schedule

POLICY NUMBER: CSU0076102

POLICY EFFECTIVE DATE: 10/16/2022

NAMED INSURED: Dahlstrom Family Limited Partnership

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll S - Gross Sales U - Units	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Land - occupied by persons other than the insured for business purposes - (lessor's risk only)	45539	U, 384	3.000		\$1,152	

## CSU Producer Resources, Inc.

A subsidiary of Cincinnati Financial Corporation  
P.O. Box 145496, Cincinnati, OH 45250-5496  
513-870-2000

**Date:** 09/01/2022

**To:** Marsh Wortham, a division of Marsh USA, Inc.  
2500 Bee Caves Rd Ste 1-125  
Austin TX 78746  
  
42-004

**From:** Nicki Swearingen

**RE:** Dahlstrom Family Limited Partnership

**Quote number:** 216370305

### QUOTATION

We are pleased to present a quote for this risk. This quote is based on the information you submitted, however the terms and conditions may differ from what was requested. Please review carefully.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

**Proposed Policy Period:** From: 10/16/2022 To: 10/16/2023

**Quote Expiration:** 10/16/2022

**Description of Operations:** Family Leasing Ranch - Using as Park for Public Ac

#### Coverage:

##### Commercial Excess Liability

Limits of Insurance	
Each Occurrence Limit	\$ 5,000,000
Annual Aggregate Limit	\$ 5,000,000

**Payment Options:** CSU offers both Agency Bill and Direct Bill payment methods. Listed below are the payment methods available to the insured.



Re: Dahlstrom Family Limited Partnership

**Agency Bill:**

Premium:	
Excess Liability Deposit Premium	\$ 7,332.00
Flat Premium	\$ N/A
Terrorism Risk Insurance Act	\$ 110.00
Broker Fee	\$ 35.00
Surplus Lines Tax	\$ 362.63
Stamping Fee	\$ 5.61
Other Taxes or Fees	\$ N/A
<b>TOTAL</b>	<b>\$ 7,845.24</b>

**Direct Bill:**

	<b>Annual</b>	<b>Semi-Annual</b>	<b>Quarterly</b>	<b>25%/9</b>
Excess Liability Deposit Premium	\$ 7,332.00	\$ 7,555.00	\$ 7,704.00	\$ 7,927.00
Flat Premium	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Terrorism Risk Insurance Act	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
Broker Fee	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Surplus Lines Tax	\$ 362.63	\$ 373.45	\$ 380.68	\$ 391.49
Stamping Fee	\$ 5.61	\$ 5.78	\$ 5.89	\$ 6.05
Other Taxes or Fees	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>TOTAL</b>	<b>\$ 7,845.24</b>	<b>\$ 8,079.23</b>	<b>\$ 8,235.57</b>	<b>\$ 8,469.54</b>
<b>Down-Payment*</b>	<b>\$ 7,845.24</b>	<b>\$ 4,246.73</b>	<b>\$ 2,375.07</b>	<b>\$ 2,441.79</b>

\*Down-Payment includes any fully earned or flat premiums, Broker Fee (where applicable), and all Surplus Lines Tax and other state specific taxes or fees. Depending on the bind request date or length of the policy term, the down-payment may include premiums from subsequent installments.

Re: Dahlstrom Family Limited Partnership

**Provisions applicable to premium:**

- A. Premium is subject to annual audit:** ☐ Yes ☒ No
- B. Agency Bill Payment Terms:** Premium is payable in full on the 15th of the month following the statement month. If payment is not received by the 15th of the month following the statement month, coverage will be cancelled and may not be reinstated or may not be reinstated at the same terms and conditions. If premium is financed and the finance company requests the company to cancel coverage, the company will honor that request. If the finance company subsequently requests the company to reinstate coverage, the company, at its sole discretion, may not reinstate coverage or may reinstate coverage with a gap in coverage terms or conditions.
- C. Direct Bill Payment Terms:** Payor is responsible for submitting the down-payment and any subsequent installment reflected on the billing invoice within 22 days from the invoice date. Subsequent installments are subject to change based on policy changes and/or billing charges. Please refer to Billing Invoice for future installments.
- D. Direct Bill Billing Charge:** The following billing charges vary by state and may apply up to \$25 per infraction: Non-Sufficient Funds (NSF) Charge, Rescission Charge, and/or Late Charge. Please refer to the Disclosure of Direct Bill Charges form included with your invoice for more information.
- E. Minimum Earned Premium at Inception:** 25 %  
Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.
- F. Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.
- G. Flat Premium:** Any premium shown as a flat is fully earned and is not subject to the minimum earned premium.
- H. Broker Fee:** The broker fee is considered a flat charge and fully earned and is not subject to the minimum earned premium.

**Forms and Endorsements:**

Refer to Forms and Endorsements Schedule CSIA406

**Standard Terms and Conditions:**

1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
2. Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.

**Additional Terms and Conditions and Remarks:****Authority to Issue Certificates of Insurance:**

After coverage is bound with our prior approval, you may issue **unmodified** ACORD Certificates of Insurance with an accurate representation of the coverage form and endorsements applicable to the policy at the time you issue the Certificate. No modification to the ACORD Certificate of Insurance is allowed without prior written approval from the company.

Certificates of Insurance do not amend, extend or alter policy coverage, terms or conditions in any manner. Changes to the policy are permitted only with prior written approval by the company.

Re: Dahlstrom Family Limited Partnership

## DISCLOSURE NOTICE OF TERRORISM INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act.

### Certified Act of Terrorism

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

### Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for acts of terrorism certified under that Act.

The portion of your premium attributable to coverage for acts of terrorism certified under the Act is Excluded plus applicable taxes and fees. This amount does not include any charges for the portion of losses covered by the United States government.

## REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage for losses resulting from acts of terrorism as defined in the Act by signing the statement below and returning it to your insurance producer.

**Coverage Rejection** - I hereby reject the offer to purchase coverage for certified acts of terrorism as defined in the Act. I understand that I will have no coverage for losses resulting from such acts of terrorism.

\_\_\_\_\_  
Authorized Signature by Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
The Cincinnati Specialty Underwriters Insurance Company Policy Number

## Forms and Endorsements Schedule

**POLICY NUMBER:** CSU0076103

**POLICY EFFECTIVE DATE:** 10/16/2022

**NAMED INSURED:** Dahlstrom Family Limited Partnership

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### FORMS APPLICABLE

#### Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations  
CSIA409 (01/08) Named Insured Schedule  
CSIA418TX (12/19) Texas Complaint Notice  
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage  
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism  
CSIA403 (11/17) Special Provisions - Premium  
CSIA404 (08/07) Service of Suit  
CSIA410 (03/08) Notice to Policyholders

#### Forms Applicable - EXCESS

CSCX404 (06/09) Excess Liability Premises Schedule  
CSCX403 (06/09) Calculation Of Premium  
IL0017 (11/98) Common Policy Conditions  
CSCX400 (06/09) Commercial Excess Liability Schedule of Controlling Underlying Insurance  
CSCX500 (06/09) Commercial Excess Liability Coverage Part Declarations  
CSCX100TOC (02/13) COMMERCIAL EXCESS LIABILITY COVERAGE FORM TABLE OF CONTENTS  
CSCX100 (02/13) COMMERCIAL EXCESS LIABILITY COVERAGE FORM  
CSCX207 (10/20) Optional Coverage to Any Additional Insured  
CSCX407 (06/09) Limitation - Two or More Coverage Forms or Policies Issued By Us  
CSCX312 (07/10) Total Auto Exclusion  
CSCX391 (03/16) Employer's Liability Exclusion  
CSCX311 (03/16) EXCLUSION - ASSAULT OR BATTERY  
CSCX327 (06/09) Contractual Liability Exclusion

## Forms and Endorsements Schedule

**POLICY NUMBER:** CSU0076103

**POLICY EFFECTIVE DATE:** 10/16/2022

**NAMED INSURED:** Dahlstrom Family Limited Partnership

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### FORMS APPLICABLE

**Forms Applicable - EXCESS**

CSCX3000 (08/09) Damage To Premises Occupied Or Rented To You Exclusion



# CYBER LIABILITY QUOTE ESTIMATE

Date: 09/01/2022

To: Dahlstrom Family Limited Partnership  
PO BOX 1148  
DRIPPING SPRINGS TX 78620

## QUOTATION

CSU offers three Cyber products: Data Defender, Network Defender and Cyber Defense. Data Defender and Network Defender can be purchased separately or together. The quote(s) cannot be bound without prior company approval. Final pricing is subject to a favorable Cyber Liability Application, CSHC002. Please contact your C-SUPR underwriter for more information on these products.

### 1. DATA DEFENDER

Provides first party coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" of "affected individuals."

"Affected individuals" may be customers, clients, members, directors or employees of the insured entity.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$50,000	\$1,000	\$125
Defense and Liability	\$50,000	\$1,000	\$47
Identity Recovery	\$25,000	\$250	\$14
Total Data Defender Premium for \$50,000 Annual Aggregate Limit			\$ **186

### 2. NETWORK DEFENDER

Provides third party coverage for the breach of business information, unintended propagation and forwarding of malware and unintended abetting of a denial of service attack.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$100,000	\$1,000	\$141
Network Security	\$100,000	\$1,000	\$101
Total Network Defender Premium for \$100,000 Annual Aggregate Limit			\$ **242

### 3. CYBER DEFENSE

Cyber defense comprises seven components, including first and third party coverages. This robust cyber option offers higher limits and broad coverage and requires individual underwriting. Please consult your C-SUPR underwriter for additional details. To receive a quote, please complete supplemental application CSHC004.

\*\* Note: applicable taxes, terrorism and \$35 broker fee will be added to the final policy.

CSIA 460 07 17

This is not a policy. CSU Producer Resources Inc., a subsidiary of Cincinnati Financial Corporation, offers insurance brokerage services to independent agencies of The Cincinnati Insurance Company. C-SUPR supports your access to Cincinnati's excess and surplus lines company - The Cincinnati Specialty Underwriters Insurance Company. 6200 South Gilmore Road, Fairfield, OH 45014 5141. Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496 cinfin.com

# EXCESS LIABILITY PREMISES SCHEDULE

**POLICY NUMBER:** CSU0076103

**POLICY EFFECTIVE DATE:** 10/16/2022

**NAMED INSURED:** Dahlstrom Family Limited Partnership

LOC.	ADDRESS
1	384 ACRES, FM HWY 967 DRIPPING SPRINGS TX 78620



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

**Sponsor:** Commissioner Ingalsbe

**Co-Sponsor:** Commissioner Shell

---

#### **Agenda Item**

Authorize the execution of the First Amendment to the 2020 Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association as previously discussed and approved by the Court. **INGALSBE/SHELL**

#### **Summary**

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#### **Attachments**

First Amendment to CBA  
Exhibit A  
Exhibit E Subsection



**FIRST AMENDMENT TO**  
**THE 2020 COLLECTIVE BARGAINING AGREEMENT BETWEEN HAYS COUNTY AND**  
**THE HAYS COUNTY LAW ENFORCEMENT ASSOCIATION**

This 1<sup>ST</sup> Amendment to the Collective Bargaining Agreement (“Amendment”) executed on or about the 29<sup>th</sup> of September, 2020 is made this \_\_\_\_ day of September, 2022, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and the Hays County Law Enforcement Association, an Association qualifying under Chapter 174, Texas Local Government Code (hereinafter referred to as “HCLEA”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

The following section(s) are amended and restated:

**P 28**

**EXHIBIT A - PAY PLAN WITH MERIT-BASED STEP INCREASE**

**P 84-89**

**SUBPART TO EXHIBIT E - MARKET DATA WORKSHEET FOR THE METHODOLOGY FOR UPDATED PAY PLAN**

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

This 1st Amendment to the Agreement hereby executed this \_\_\_\_ day of \_\_\_\_\_, 2022, as is evidenced by the authorized signatures of the Parties, below.

**HCLEA**

**HAYS COUNTY**

\_\_\_\_\_  
**DAVID GAMBLE**  
**PRESIDENT, HCLEA**

\_\_\_\_\_  
**HAYS COUNTY, TEXAS**  
**RUBEN BECERRA**  
**HAYS COUNTY JUDGE**

**ATTEST:**

\_\_\_\_\_  
**ELAINE H. CARDENAS MBA PhD**  
**HAYS COUNTY CLERK**

8-10-22 Draft (amended at 4:30PM)

Law Enforcement						Corrections				Constable			
	LE Deputy	LE Det./Corp.	LE Sgt.	LE Lt.	LE Capt.		Corr. Officer	Corr. Corp.	Corr. Sgt.	Corr. Lt.		Dep. Constable	
MBS	0	\$ 63,794.64	\$ 73,710.00	\$ 84,564.48	\$ 93,256.80	\$ 103,718.16	0	\$ 50,013.60	\$ 60,191.04	\$ 70,455.84	\$ 87,054.24	0	\$ 60,756.80
MBS	1	\$ 65,708.48	\$ 73,710.00	\$ 84,564.48	\$ 93,256.80	\$ 103,718.16	1	\$ 51,514.01	\$ 60,191.04	\$ 70,455.84	\$ 87,054.24	1	\$ 62,579.50
MBS	2	\$ 67,679.73	\$ 73,710.00	\$ 84,564.48	\$ 93,256.80	\$ 103,718.16	2	\$ 53,059.43	\$ 60,191.04	\$ 70,455.84	\$ 87,054.24	2	\$ 64,456.89
MBS	3	\$ 69,710.13	\$ 73,710.00	\$ 84,564.48	\$ 93,256.80	\$ 103,718.16	3	\$ 54,651.21	\$ 60,191.04	\$ 70,455.84	\$ 87,054.24	3	\$ 66,390.60
MBS	4	\$ 71,801.43	\$ 75,921.30	\$ 84,564.48	\$ 93,256.80	\$ 103,718.16	4	\$ 56,290.75	\$ 61,996.77	\$ 70,455.84	\$ 87,054.24	4	\$ 68,382.31
MBS	5	\$ 73,955.47	\$ 78,198.94	\$ 84,564.48	\$ 93,256.80	\$ 103,718.16	5	\$ 57,979.47	\$ 63,856.67	\$ 70,455.84	\$ 87,054.24	5	\$ 70,433.78
MBS	6	\$ 76,174.14	\$ 80,544.91	\$ 87,101.41	\$ 93,256.80	\$ 103,718.16	6	\$ 59,718.85	\$ 65,772.37	\$ 73,097.93	\$ 87,054.24	6	\$ 72,546.80
MBS	7	\$ 78,459.36	\$ 82,961.25	\$ 89,714.46	\$ 93,256.80	\$ 103,718.16	7	\$ 61,510.42	\$ 67,745.55	\$ 75,839.11	\$ 87,054.24	7	\$ 74,723.20
MBS	8	\$ 80,813.14	\$ 85,450.09	\$ 92,405.89	\$ 97,453.36	\$ 103,718.16	8	\$ 63,355.73	\$ 69,777.91	\$ 78,683.07	\$ 90,754.05	8	\$ 76,964.90
MBS	9	\$ 83,237.54	\$ 88,013.59	\$ 95,178.07	\$ 101,838.76	\$ 103,718.16	9	\$ 65,256.40	\$ 71,871.25	\$ 81,633.69	\$ 94,611.09	9	\$ 79,273.84
MBS	10	\$ 85,734.66	\$ 90,654.00	\$ 98,033.41	\$ 106,421.50	\$ 113,052.79	10	\$ 67,214.10	\$ 74,027.39	\$ 84,694.95	\$ 98,632.06	10	\$ 81,652.06
MBS	11	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	11	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	11	\$ 84,101.62
MBS	12	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	12	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	12	\$ 84,101.62
MBS	13	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	13	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	13	\$ 84,101.62
MBS	14	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	14	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	14	\$ 84,101.62
MBS	15	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	15	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	15	\$ 84,101.62
MBS	16	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	16	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	16	\$ 84,101.62
MBS	17	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	17	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	17	\$ 84,101.62
MBS	18	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	18	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	18	\$ 84,101.62
MBS	19	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	19	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	19	\$ 84,101.62
MBS	20	\$ 88,306.70	\$ 93,373.62	\$ 100,974.41	\$ 111,210.47	\$ 123,227.55	20	\$ 69,230.52	\$ 76,248.21	\$ 87,871.01	\$ 102,823.93	20	\$ 84,101.62
% Merit Based Step	3	3	3	4.5	9		3	3	3.75	4.25		3	
Starting Salary	\$63,794.64	\$ 73,710.00	\$ 84,564.48	\$ 93,256.80	\$ 103,718.16		\$ 50,013.60	\$ 60,191.04	\$ 70,455.84	\$ 87,054.24		\$ 60,756.80	
Initial Hourly Rate	\$29.21	\$33.75	\$38.72	\$42.70	\$47.49		\$22.90	\$27.56	\$32.26	\$39.86		\$29.21	
Final Hourly Rate	\$40.433	\$42.753	\$46.234	\$50.921	\$56.423		\$31.699	\$34.912	\$40.234	\$47.081		\$40.433	

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
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**2022 MARKET DATA, updated 8-10-22 (amended at 4:30 PM)**

**Corrections Officer**

<i>Hays County Current</i>	<i>Corrections Officer</i>	19.85	23.66	27.48	Placed at rate to get to \$50K plus		
<i>Hays County Proposed</i>	<i>Corrections Officer</i>	22.90	27.30	31.70	2	Y	109.57%
Bexar	Deputy Sheriff-Detention	20.11	22.62	25.13	8		
Collin	Detention Officer	21.84	25.55	29.27	5		
Comal	Corrections Officer	20.49	24.83	29.16	6		
Denton	Detention Officer I	19.19	23.99	28.78	7		
McLennan	Jailer	15.51	19.68	23.85	9		
Tarrant	Officer, Detention	22.84	26.78	30.71	3		
Travis	Corrections Officer, Sr.	22.52	29.77	37.02	1		
Williamson	Corrections Officer	21.28	26.11	30.93	4		
<b>Average</b>		<b>20.47</b>	<b>24.91</b>	<b>29.36</b>			

IHR AVG		
20.47		
22.90	21.44	20.83
proposed	+1 to rule	meet rule

2022 Start	2020 Start	delta
\$ 50,013.60	\$ 43,352.40	\$ 6,661.20
15.4% increase 2020 to 2022		

**Corrections Corporal**

<i>Hays County Current</i>	<i>Corrections Corporal</i>	24.58	27.86	31.14	Placed at rate resultng in same increase (12.1%) as Corr. Sgt.		
<i>Hays County Proposed</i>	<i>Corrections Corporal</i>	27.56	31.24	34.91	2	Y	109.48%
Bexar	Detention Corporal	26.18	27.23	28.28	4		
Collin	No match	n/a		n/a	n/a		
Comal	Corrections Corporal	25.46	30.85	36.24	3		
Denton	Detention Officer II	20.53	25.67	30.80	6		
McLennan	Jailer Corporal	20.62	26.61	32.60	5		
Tarrant	Confinement Corporal	27.55	32.30	37.04	1		
Travis	No match	n/a		n/a	n/a		
Williamson	No match	n/a		n/a	n/a		
<b>Average</b>		<b>24.07</b>	<b>28.53</b>	<b>32.99</b>			

IHR AVG		
24.07		
27.56	24.03	23.48
proposed	+1 to rule	meet rule

2022 Start	2020 Start	delta
\$ 60,191.04	\$ 53,682.72	\$ 6,508.32
12.1% increase 2020 to 2022		

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
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#### Corrections Sergeant

<i>Hays County Current</i>	<i>Corrections Sergeant</i>	28.77	32.33	35.88	Placed at rate to get to top half MHR		
<i>Hays County Proposed</i>	<i>Corrections Sergeant</i>	32.26	36.25	40.23	4	Y	97.44%
Bexar	Corrections Sergeant	31.41	32.67	33.92	9		
Collin	Jail Sergeant	30.73	35.95	41.17	6		
Comal	Corrections Sergeant	29.84	35.34	40.84	7		
Denton	Detention Sergeant	32.97	41.21	49.45	2		
McLennan	Jailer Sergeant	24.19	33.29	42.40	8		
Tarrant	Sergeant, Confinement	33.43	39.19	44.94	3		
Travis	Corrections Sergeant	36.66	43.70	50.74	1		
Williamson	Sergeant	30.96	36.25	41.53	5		
<b>Average</b>		<b>31.27</b>	<b>37.20</b>	<b>43.13</b>			

IHR AVG		
31.27		
32.26	32.26	32.00
proposed	+1 to rule	meet rule

2022 Start	2020 Start	delta
\$ 70,455.84	\$ 62,833.68	\$ 7,622.16
12.1% increase 2020 to 2022		

#### Corrections Lieutenant

<i>Hays County Current</i>	<i>Corrections Lieutenant</i>	35.01	38.18	41.35	Placed at rate to get to top half MHR		
<i>Hays County Proposed</i>	<i>Corrections Lieutenant</i>	39.86	43.47	47.08	4	Y	103.63%
Bexar	Detention Lieutenant	37.47	38.96	40.45	8		
Collin	Lieutenant	37.14	43.47	49.79	5		
Comal	Lieutenant	34.83	39.45	44.07	7		
Denton	Lieutenant	35.28	44.10	52.92	3		
McLennan	Jailer Lieutenant	26.30	34.35	42.40	9		
Tarrant	Lieutenant, Confinement	39.53	46.37	53.20	2		
Travis	Corrections Lieutenant	43.24	47.44	51.64	1		
Williamson	Lieutenant	36.16	41.45	46.74	6		
<b>Average</b>		<b>36.24</b>	<b>41.95</b>	<b>47.65</b>			

IHR AVG		
36.24		
39.86	39.86	38.01
proposed	+1 to rule	meet rule

2022 Start	2020 Start	delta
\$ 87,054.24	\$ 76,461.84	\$ 10,592.40
13.9% increase 2020 to 2022		

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
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Deputy

<i>Hays County Current</i>	<i>Deputy</i>	26.50	31.59	36.68
<i>Hays County Proposed</i>	<i>Deputy</i>	29.21	34.82	40.43
Bexar	Deputy Sheriff-LE	26.88	30.24	33.59
Collin	Deputy Sheriff	30.73	35.95	41.17
Comal	Patrol Deputy	25.46	30.85	36.24
Denton	Deputy Sheriff	26.91	33.64	40.37
McLennan	Deputy Sheriff	19.13	24.57	30.02
Tarrant	Deputy, Operations	27.55	32.30	37.04
Travis	Law Enforcement Sheriff Deputy	26.55	34.25	41.96
Williamson	Deputy	29.39	35.27	41.15
City of San Marcos	Officer	30.62	36.61	42.59
City of Georgetown	Officer	28.23	34.84	41.45
City of New Braunfels	Police Officer	28.88	33.97	39.05
City of Kyle	Police Officer	29.27	34.81	40.35
City of Round Rock	Officer	31.34	37.83	44.31
Average		27.76	33.47	39.18

Placed at rate to get to one better than top half MHR

6 Y 104.04%

IHR AVG		
27.76		
29.21	28.74	28.50
proposed	+1 to rule	meet rule

2022 Start	2020 Start	delta
\$ 63,794.64	\$ 57,876.00	\$ 5,918.64

10.2% increase 2020 to 2022

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
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#### Detective

<i>Hays County Current</i>	<i>Detective</i>	31.25	35.42	39.59	Placed at rate resulting in Min of 8% increase		
<i>Hays County Proposed</i>	<i>Detective</i>	33.75	38.25	42.75	6	Y	100.83%
Bexar	LE Investigator	36.20	37.65	39.10	7		
Collin	Investigator	32.77	38.35	43.93	5		
Comal	CID Officer	29.84	35.34	40.84	11		
Denton	Investigator	28.80	36.00	43.20	10		
McLennan	Investigator	20.62	26.61	32.60	12		
Tarrant	No match	39.53	46.37	53.20	1		
Travis	Law Enforcement Detective	34.33	40.93	47.52	3		
Williamson	Detective	31.51	37.39	43.27	9		
City of San Marcos	Corporal	37.61	41.17	44.72	2		
City of Georgetown	No match	n/a		n/a	n/a		
City of New Braunfels	Police Corporal	37.33	39.90	42.47	4		
City of Kyle	Police Officer	33.61	37.60	41.58	8		
City of Round Rock	No match	n/a		n/a	n/a		
<b>Average</b>		<b>32.92</b>	<b>37.94</b>	<b>42.95</b>			

IHR AVG		
32.92		
33.75	33.22	33.18
proposed	+1 to rule	meet rule

2022 Start	2020 Start	delta
\$ 73,710.00	\$ 68,250.00	\$ 5,460.00

8.000% increase 2020 to 2022

#### LE Sergeant

<i>Hays County Current</i>	<i>Sergeant</i>	35.85	39.33	42.81	Placed at rate resulting in Min of 8% increase		
<i>Hays County Proposed</i>	<i>Sergeant</i>	38.72	42.48	46.23	6	Y	102.10%
Bexar	LE Sergeant	39.84	41.43	43.02	8		
Collin	Sergeant	34.98	40.93	46.89	10		
Comal	Patrol Sergeant	34.83	39.45	44.07	12		
Denton	Sergeant	32.97	41.21	49.45	9		
McLennan	Deputy Sergeant	24.19	31.46	38.73	14		
Tarrant	Sergeant, Operations	33.43	39.19	44.94	13		
Travis	Law Enforcement Sergeant	40.13	46.24	52.36	1		
Williamson	Sergeant	34.31	40.71	47.10	11		
City of San Marcos	Sergeant	43.28	46.02	48.75	2		
City of Georgetown	Sergeant	38.72	43.54	48.36	5		
City of New Braunfels	Police Sergeant	41.60	43.76	45.93	4		
City of Kyle	Sergeant	37.52	41.65	45.77	7		
City of Round Rock	Sergeant	39.79	45.26	50.73	3		
<b>Average</b>		<b>36.58</b>	<b>41.60</b>	<b>46.62</b>			

IHR AVG		
36.58		
38.72	37.77	37.57
proposed	+1 to rule	meet rule

2022 Start	2020 Start	delta
\$ 84,564.48	\$ 78,296.40	\$ 6,268.08

8.006% increase 2020 to 2022

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
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#### LE Lieutenant

<i>Hays County Current</i>	<i>Lieutenant</i>	39.53	43.34	47.14	Placed at rate resulting in Min of 8% increase		
<i>Hays County Proposed</i>	<i>Lieutenant</i>	42.70	46.81	50.92	6	Y	101.18%
Bexar	LE Lieutenant	43.81	45.57	47.33	8		
Collin	Lieutenant	37.14	43.47	49.79	11		
Comal	Lieutenant	39.93	43.33	46.72	12		
Denton	Lieutenant	35.28	44.10	52.92	10		
McLennan	Deputy Lieutenant	26.30	34.35	42.40	13		
Tarrant	Lieutenant, Operations	39.53	46.37	53.20	7		
Travis	Law Enforcement Lieutenant	47.34	53.66	59.97	1		
Williamson	Lieutenant	38.38	45.02	51.65	9		
City of San Marcos	No match	n/a		n/a	n/a		
City of Georgetown	Lieutenant	44.55	48.90	53.24	4		
City of New Braunfels	Police Lieutenant	46.61	49.41	52.22	3		
City of Kyle	No match	42.20	48.50	54.79	5		
City of Round Rock	Lieutenant	47.29	52.53	57.77	2		
<b>Average</b>		<b>40.70</b>	<b>46.27</b>	<b>51.83</b>			

IHR AVG		
40.70		
42.70	42.30	41.57
proposed	+1 to rule	meet rule

2022 Start	2020 Start	delta
\$ 93,256.80	\$ 86,333.52	\$ 6,923.28

8.019% increase 2020 to 2022

#### LE Captain

<i>Hays County Current</i>	<i>Captain</i>	43.79	47.91	52.03	Placed at rate to get to top half MHR		
<i>Hays County Proposed</i>	<i>Captain</i>	47.49	51.96	56.42	6	Y	99.70%
Bexar	LE Captain	48.38	50.12	51.86	11		
Collin	Captain	43.15	50.49	57.83	10		
Comal	Captain	42.69	47.91	53.12	12		
Denton	Captain	40.39	50.49	60.59	9		
McLennan	Deputy Captain	28.70	37.63	46.55	13		
Tarrant	Commander	44.33	51.95	59.58	7		
Travis	Law Enforcement Captain	42.92	55.79	68.67	5		
Williamson	Captain	41.80	51.03	60.25	8		
City of San Marcos	Commander	54.11	57.98	61.84	2		
City of Georgetown	Captain	50.90	55.86	60.83	4		
City of New Braunfels	Police Captain	52.74	55.92	59.09	3		
City of Kyle	Commander	n/a		n/a	n/a		
City of Round Rock	Commander	54.24	60.20	66.15	1		
<b>Average</b>		<b>45.36</b>	<b>52.11</b>	<b>58.86</b>			

IHR AVG		
45.36		
47.49	47.49	46.64
proposed	+1 to rule	meet rule

2022 Start	2020 Start	delta
\$103,718.16	\$ 95,637.36	\$ 8,080.80

8.4% increase 2020 to 2022

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
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#### Deputy Constable

<i>Hays County Current</i>	<i>Deputy Constable</i>	26.50	31.59	36.68	Placed at rate equal to Deputy		
<i>Hays County Proposed</i>	<i>Deputy Constable</i>	29.21	34.82	40.43	2	Y	114.68%
Bexar	Deputy Constable	18.92	22.66	26.40	9		
Collin	Deputy Constable	28.68	33.55	38.43	4		
Comal	Deputy Constable	25.46	30.85	36.24	6		
Denton	Deputy Constable	26.91	33.64	40.37	3		
McLennan	Deputy Constable	19.13	24.57	30.02	8		
Tarrant	Deputy Constable	27.55	32.30	37.04	5		
Travis	Deputy Constable	25.22	30.06	34.91	7		
Williamson	Deputy Constable	29.39	35.27	41.15	1		
<b>Average</b>		<b>25.16</b>	<b>30.36</b>	<b>35.57</b>			

IHR AVG
25.16
29.21
proposed

2022 Start	2020 Start	delta
\$ 60,756.80	\$ 55,120.00	\$ 5,636.80

10.2% increase 2020 to 2022





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

T.CRUMLEY

**Sponsor:**

Commissioner Ingalsbe

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#### **Agenda Item**

Authorize the submission of a grant application to the National Rifle Association (NRA), NRA Foundation Grant in the amount of \$16,000.00. **INGALSBE/T.CRUMLEY**

#### **Summary**

If awarded the County plans to purchase Training ammunition for the Hays County Sheriff's Officers. This proposed project is to equip Hays County Sheriff's Officers with enough target practice ammunition that will allow practicing firearms training with the appropriate ammunition. No match is required.

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#### **Attachments**

Budget Items

NRA Application

Budget/Item	Unit	Cost per unit	Total
SWAT: 5.56 62 Grain Training Ammo	5 cases	\$800	\$4,000
Training: 5.56 62 Grain Training Ammo	5 cases	\$800	\$4,000
9mm 115 Grain Training Ammo	19 cases	\$421.05	\$8,000

2023 State Fund Grants ▾

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Mark Complete

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When you are ready to submit this step, please click the blue "Save" button at the bottom of the page.

Last saved at 9:56:59 AM

2023 State Fund Grant Application

Grant Number

This will be assigned by NRA Foundation staff. You will use it later in the grant process as a reference number.

Notes to Grantee (ADMIN ONLY)

Applying Organization Information

Organization Name \*

Address 1 \*

Address 2

City \*

State \*

Texas ▾

Zip Code \*

**Select Organization Type \***

Government Entity

**Entity Type \***

- ☒ Government Entity
- ☐ 501(c)3 - Religious, Educational, Charitable, Scientific, Literary, Testing for Public Safety, to Foster National or International
- ☐ 501(c)4 - Civic Leagues, Social Welfare Organizations, and Local Associations of Employees
- ☐ 501(c)5 - Labor, Agricultural and Horticultural Organizations
- ☐ 501(c)6 - Business Leagues, Chambers of Commerce, Real Estate Boards
- ☐ 501(c)7 - Social and Recreational Clubs
- ☐ 501(c)8 - Fraternal Beneficiary Societies and Associations
- ☐ 501(c)9 - Voluntary Employee Beneficiary Associations
- ☐ 501(c)10 - Domestic Fraternal Societies and Associations
- ☐ 501(c)19 - Veterans Organizations
- ☐ 501(c)23 - Veterans Organizations
- ☐ State Registered Nonprofit
- ☐ Other

**If other, please describe****Federal Tax ID Number \***

74-6002241

**W-9, Signed and Dated No More Than Two Years Old \***

+ Select a file

W9 for Hays County-as of 11.1.21.pdf

 (/sp/file\_redirect/2023\_statefundgrant/12242576/2ec04061ba4e7291b7a0eb03a15811de) 

-IRS determined 501 (c) entities must attach their IRS Determination Letter. -Government agencies (Law Enforcement, Public Schools and Colleges, Public Ranges) should attach a letter from their finance office stating the Federal Tax ID number, on agency letterhead, signed and dated by a finance officer.

-State incorporated and registered nonprofits, who are NOT an IRS (c) entity, need to attach a copy of their most recent state registration from the Secretary of State website.

**IRS Determination Letter, Or Government Agency Letter Or State Nonprofit Registration \***



To see examples of these letters go to [http://graphics.nra.org/advancement/Foundation/IRS\\_501\(c\)](http://graphics.nra.org/advancement/Foundation/IRS_501(c)Letter_Ex.pdf)

([http://graphics.nra.org/advancement/Foundation/IRS\\_501\(c\)Letter\\_Ex.pdf](http://graphics.nra.org/advancement/Foundation/IRS_501(c)Letter_Ex.pdf) or [http://graphics.nra.org/advancement/Foundation/School\\_District\\_Letter\\_Ex.pdf](http://graphics.nra.org/advancement/Foundation/School_District_Letter_Ex.pdf)

([http://graphics.nra.org/advancement/Foundation/School\\_District\\_Letter\\_Ex.pdf](http://graphics.nra.org/advancement/Foundation/School_District_Letter_Ex.pdf)).

+ Select a file

NRA Tax Letter 8.29.22.pdf

 (/sp/file\_redirect/2023\_statefundgrant/12481839/539c2082b9c39b145e10aba004b5a6dd) 
**State Nonprofit Organizations Verification of Federal Tax ID Number**

See [http://graphics.nra.org/advancement/Foundation/State\\_Nonprofit\\_Registration\\_Ex.pdf](http://graphics.nra.org/advancement/Foundation/State_Nonprofit_Registration_Ex.pdf)

([http://graphics.nra.org/advancement/Foundation/State\\_Nonprofit\\_Registration\\_Ex.pdf](http://graphics.nra.org/advancement/Foundation/State_Nonprofit_Registration_Ex.pdf)) for an example.

+ Select a file



## Grant Proposal Information

\*Note: The answer to the question below determines what questions will be asked throughout the remainder of the application. Changing this answer will affect the application form below.

A Capital Improvement includes projects that seek to improve a facility, including clubhouse or classroom improvements, commercial grade trap machines (look at the description in the Funding Request Development Tool), or any other permanent improvement to an organization's property. This does NOT include most JROTC air rifle ranges.

**Which Best Describes This Grant Request? \***

- ☐ An event occurring just once
- ☐ Series of reoccurring events or program

- ☐ Team Activity
- ☒ Support for Law Enforcement Activities (not a range improvement)
- ☐ Capital Improvement/Range Improvement

**Project Title \***

Hays County Sheriffs Target Ammo

**Overview of the Program \***

Hays County seeks to purchase training ammunition for Sheriffs Deputies.

Word Count: 10 / 500

Please give a brief overview of the program associated with this grant request.

**Detailed Description for this Project \***

Hays County is requesting funds to purchase training ammunition for Sheriffs Officers. This target practice ammunition will allow law enforcement officers to practice firearms training with the appropriate ammunition. This will serve and protect the community at large because having training ammunition for the LEO's these officers will be given plenty of time to practice target shooting as if they were going to experience a threat to the public in real world situation. The goal of this application is to give LEO's training ammunition in order to ensure they are prepared for incidents in the line of duty.

Word Count: 98 / 1000

Please provide a detailed description for this project. How this will this serve the general public or benefit the community at large? What are the goals and objectives of the project? How will this further 2nd Amendment rights for Americans?

**Impact of the Program \***

Measuring the impact of this project will be done by the Hays County Sheriffs Office. The Sheriffs Office needs efficient training ammunition to be able to practice more realistically. The criteria will be used to evaluate the Sheriff's accuracy of their shooting and allow officers sufficient training. Both new recruits as well as seasoned officers need regular firearms practice.

Word Count: 59 / 1000

How will you measure the impact of this project/program? Describe the criteria to be used in determining the success and impact of the project/program. How will this affect the shooting/hunting/2nd Amendment community?

**Award Recognition**

If awarded, The Hays County Commissioners Court will accept the grant award during Commissioners Court which is livestreamed for the viewing public.

Word Count: 22 / 500

If this request is funded, how will The NRA Foundation and/or its Friends of NRA program be recognized for its contribution?

**Estimated project or program cost \***

\$ 16,000

Numbers only. How much do you estimate the project or program you are applying for will cost?

If you are submitting a capital/range improvement request, this number should reflect the ENTIRE project.

**Project Completion Date \***

01/31/2023

Estimated date in which the project will be completed.

**Revenue Sources \***

Besides grant funding, funds for training ammunition can be funded by Hays County

Word Count: 13 / 500

Aside from NRA Foundation grants, how will this project be funded? Describe other sources of revenue such as grants from other organizations, fundraisers, member dues, sponsorships, participation fees, in-kind donations, Pittman-Robertson Funds, etc.

**Do you charge a registration or participation fee for the event or program? \***

No, this application is for purchasing training ammunition for Deputy Sheriffs.

**If you answered yes to the question above, what is the registration or participation fee and what does this fee cover?**

n/a

**Partial Funding \***

Partial funding will be scaled to the provided funds.

If this grant request is not fully awarded, how will this affect the outcome of the program/project? Will the event/project be able to proceed at all? Would this impact participation fees? How does the organization plan to fill any budgetary shortfalls?

**Notes Regarding Request Priority**

This grants application will help benefit the Sheriff's office because having the right amount of training ammunition is always needed so that the Deputies have time to practice shooting targets.  
Deputy Sheriff's do carry a 9mm firearm, and have the ability to use a 5.56 rifle in a eventful situation. Being able to provide these deputies with training ammunition they will have plenty of time to train at the range with this ammunition.

Word Count: 73 / 500

In addition to setting the priority of items in your funding request, provide any notes regarding the needs of for this project. Example: would prefer 70/30 split of 12GA vs 20GA shells.

## Funding Request ID\*\*

Click [HERE \(https://fundingrequest.nrafoundation.org/#/index\)](https://fundingrequest.nrafoundation.org/#/index) to Access the Funding Request Development Tool.

Each grant must have a unique Funding Request ID from this year to be considered for funding. Remember to include all monetary requests as non-catalog items.

Helpful instructions for creating Funding Request ID [HERE]  
([http://graphics.nra.org/advancement/Foundation/Funding\\_Request\\_Development](http://graphics.nra.org/advancement/Foundation/Funding_Request_Development))

**Funding Request ID \***

UTXLUW

This is a unique six character alpha numeric ID generated by the Funding Development Tool.

## Participants and Users

**Number of Participants \***

50

How many people do you expect to participate in the program/event? Numbers only please.

Target Audience \*

The target audience is only the Deputy Sheriff's only. Non club members will not be allowed to participate.

Word Count: 18 / 500

Who is the target audience? Will non-club/organization members be allowed to participate? How will this program be marketed or advertised to potential users?

Which Groups Would Be Affected? Mark All That Apply. \*

Mark all that apply.

- ☐ 4-H
- ☐ Club members
- ☐ Disabled
- ☐ FFA
- ☐ General Public
- ☐ Hunters
- ☒ Law Enforcement
- ☐ Museums/Historical Societies
- ☐ NASP/S3DA
- ☐ New Shooters
- ☐ NRA Eddie Eagle
- ☐ NRA Refuse To Be A Victim
- ☐ NRA Women on Target
- ☐ NRA Youth Education Summit
- ☐ ROTC/JROTC
- ☐ Scouts (Boy/Cub/Girl/Sea Cadets/Venture Scouts)
- ☐ SCTP
- ☐ Trap/Skeet Team
- ☐ Veterans
- ☐ Women
- ☐ Youth
- ☐ Youth Hunter Education Challenge

Primary County Served \*

×Hays, TX

This primary county determines which state area your grant is placed in. You may select "State Wide" for projects such as State Competitions, State YES, State YHEC, etc.

If the request is for a statewide event and your state is divided into more than one area, you must submit an application for each area (SFC).

If the project/program significantly, or equally, benefits people from other counties, you may add up to 4 additional counties served.

Secondry County Served

Type to begin search...

Third County Served

Type to begin search...

Fourth County Served

Type to begin search...

Fifth County Served

Type to begin search...

## Request Contact Information

**First Name \*****Last Name \*****Email Address \*****Secondary Email Address**

Only add a different email address. If there is not a second email address, leave blank.

Correspondence regarding this request will be sent to this email account in addition to the one listed as the primary address.

**Phone \***

Format (xxx) xxx-xxxx

**Phone Extension, if applicable****Phone Type \***

- ☐ Mobile
- ☐ Home
- ☒ Office

**Secondary Phone Number**

This phone number should be a different number than listed above.

**Title/Position Within Organization \*****Date of submission**

Last saved at 9:56:59 AM

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Shari Miller

**Sponsor:**

Commissioner Jones

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**Agenda Item:**

Amend the Human Resources operating budget for continuing education expenses for Fred Pryor Seminar subscriptions. **JONES/MILLER**

**Summary:**

Additional funds are needed for annual continuing education subscription services.

**Fiscal Impact:**

Amount Requested: \$850.00

Line Item Number: 001-677-00.5551

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$850 - Increase Continuing Education 001-677-00.5551

(\$850) - Decrease Software Maintenance 001-677-00.5429

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Continuing Education

New Revenue Y/N?: N/A

Comments:

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 09/20/2022

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

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**Agenda Item:**

Authorize the acceptance of a grant award and the execution of a grant contract and service agreement for the FY23 Statewide Automated Victim Notification Service (SAVNS) through the Office of the Attorney General in the amount of \$29,403.16. **BECERRA/T.CRUMLEY**

**Summary:**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. The contract will be executed via DocuSign.

Contract Number C-00227

Grant Term September 1, 2022 - August 31, 2023

Grant Amount: \$29,403.16

There is no match required

**Fiscal Impact:**

Amount Requested: None

Line Item Number: 001-618-99-004.4301

**Budget Office:**

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: No

Comments: The estimated revenue for this grant is included in the FY23 proposed budget.

A decrease of \$719 in the award and expenditures will be included in the final budget hearing.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Decrease in revenue by \$719

Comments: N/A

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**Attachments**

FY23 SAVNS Contract

FY23 SAVNS Service Agreement



**RE:   FY 2023 SAVNS Grant Contract**

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**Contract Number:** C-00227

**Grantee:** Hays County

**Amount:** \$29,403.16

**Executed:**

**Term:** September 1, 2022 – August 31, 2023

**Budget Coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
<b>966</b>	<b>10352</b>	<b>5137</b>

# **SAVNS MAINTENANCE GRANT CONTRACT**

**OAG Contract No.** C-00227

This grant contract (“Grant Contract”) is executed between the Office of the Attorney General (OAG) and Hays County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as “Party” or collectively as “Parties.”

## **SECTION 1. PURPOSE OF THE CONTRACT**

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

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services (“SAVNS Services”). The initial term of the OAG Vendor Certification and Service Agreement (“OAG Certification Agreement”) is/was from September 1, 2019 to August 31, 2020 (“Initial Term”). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 (“First Renewal Term”). On August 25, 2022, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2022 and end on August 31, 2023 (“Second Renewal Term”). The vendor certified to provide the services is Appriss Insights, LLC., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

## **SECTION 2. TERM OF THE CONTRACT**

This Grant Contract shall begin on September 1, 2022 and shall terminate August 31, 2023, unless it is terminated earlier in accordance with another provision of this Grant Contract.

## **SECTION 3. GRANTEE’S CONTRACTUAL SERVICES**

**3.1. Grantee Participating Entity Service Contract.** GRANTEE shall execute a service

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

**3.1.1 Authorized Modifications to the Participating Entity Service Agreement.** GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. Section 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the

- Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
  - j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
  - k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

**3.1.2 Executed Copy of Financial Participating Entity Service Contract Required.** GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor’s performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE’s obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

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

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

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor’s performances.

**3.5 E-Vine Upgrade and Cooperation for Implementation.** As part of the Grant Contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as “E-Vine” with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

**3.6 Scope of Services.** For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the “Scope of Services.” As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

**3.7 Special Conditions.** The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, (“Special Conditions”) on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant

Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

## **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the Grant Contract.

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

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

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



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

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

## **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

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

copying by the OAG or its designees.

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

### **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Quarterly Requests for Reimbursement.** OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

**a.** GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

**b.** GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

**c.** If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

- 4.3.3 Limited Pre-Reimbursement Funding to GRANTEE.** Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:
- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
  - b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
  - c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
  - d. An invoice to the OAG that complies with the requirements of the OAG; and
  - e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

**4.3.4 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.5 Annual Independent Financial Audit Report.**

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

**4.3.6 Close Out Invoice** GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal

year covered by the term of this Grant Contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

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

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

**4.3.10 Debts and Delinquencies.** GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the

attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

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

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

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to

GRANTEE, immediately terminate all or any part of this contract.

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

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

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

**6.5 Notices to Certified Vendor.** Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain records for a period of seven (7) years after the Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under the Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. OAG may, at its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

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

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

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

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.



**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

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

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

**10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future

employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

**10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, “Boycott Israel” shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**10.6 Law Enforcement Funding.** To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

**10.7 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State’s Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with,

the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

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

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

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed

or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

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

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG.** GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not

be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.**

This 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 this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

**11.12 No Use of Grant Money for Lobbying.** GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**11.13 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.

**11.14 Child Support Obligation Affirmation.** GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract,

bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

**11.15 Excluded Parties.** GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

**11.16 Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

**11.17 Political Polling Prohibition.** GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

**11.18 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

**11.19 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.20 Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.21 Cybersecurity Training Program.** All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the

Government Code.

**11.22 Debarment and Suspension.** GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

**11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**11.24 Legal Authority.** GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

**11.25 Limitations on Grants to Units of Local Government.** GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

**11.26 Open Meetings.** If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

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

**11.28 Public Camping Ban.** GRANTEE certifies that it has not received a final judicial

determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

**11.29 Disaster Recovery Plan.** Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

**11.30 Discrimination Prohibited.** To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

**11.31 Force Majeure.** Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, 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.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

**12.2 Entire Agreement, including All Exhibits.** This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

**12.3 Amendment.** This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.



**12.4 Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of the Grant Contract will continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

**12.7 Signature Authority.** The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

**12.8 False Statements.** GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

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

**OFFICE OF THE ATTORNEY  
GENERAL**

Hays County

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: Ruben Becerra  
Authorized Official

## SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-00227

### EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS
\$25,212.50	\$4,190.66	\$29,403.16

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

**Certificate Of Completion**

Envelope Id: 6337B2C9BF9F4B76B176E256C2DCD8DB  
 Subject: Please DocuSign: FY 2023 SAVNS Grant Contract  
 Template ID:

Status: Sent

Template ID Usage Tracking:  
 Division Designed Templates:  
 Template ID Usage Tracking - List 2:  
 Division Designed Templates - List 2:

Source Envelope:

Document Pages: 24

Signatures: 0

Envelope Originator:

Certificate Pages: 7

Initials: 0

Karly Watson

AutoNav: Enabled

PO Box 12548

Envelopeld Stamping: Disabled

Austin, TX 78711-2548

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

Karly.Watson@oag.texas.gov

IP Address: 204.64.55.14

**Record Tracking**

Status: Original  
 8/26/2022 1:43:15 PM

Holder: Karly Watson  
 Karly.Watson@oag.texas.gov

Location: DocuSign

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

Ruben Becerra  
 judge.becerra@co.hays.tx.us  
 Hays County Judge  
 Security Level: Email, Account Authentication  
 (None)

Sent: 8/26/2022 1:43:19 PM  
 Viewed: 8/26/2022 2:56:03 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/26/2022 2:56:03 PM  
 ID: 7a8469c4-de9e-43bb-8a49-00747e7f1e75

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

General Counsel – Contract Attorneys

Signing Group: General Counsel – Contract  
 Attorneys  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
General Counsel, Contracts		
Signing Group: General Counsel, Contracts Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Budget Analysts (Non-CS)		
Signing Group: Budget Analysts (Non-CS) Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Deputy Attorney General for Criminal Justice		
Signing Group: Deputy Attorney General for Criminal Justice Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
GCD Contracts GCDContracts@oag.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
GAD Contract Box GADContracts@oag.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/26/2022 1:43:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

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

### **Electronic signature**

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

### **Security standards**

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

### **Sending information to and receiving information from us**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

**All notices and disclosures will be sent to you electronically**

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

**How to contact Office of the Attorney General**

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

To contact us by email send messages to: [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov)

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

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

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

**To request paper copies from Office of the Attorney General**

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

**To withdraw your consent with Office of the Attorney General**

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

#### **Required hardware and software**

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

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

#### **Acknowledging your access and consent to receive materials electronically**

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

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

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



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

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

**Contract No. 2022344900 –396– 01**

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

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. (“Original Entity”) in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS on or about October 1, 2021, Original Entity’s subsidiary, Appriss Insights, LLC (“Vendor”), was acquired by TALX Corporation and OAG Contract #2002525 was assigned to Vendor by Original Entity to continue to provide the SAVNS following the acquisition;

WHEREAS OAG has certified and contracted with the newly formed Vendor as the statewide vendor to provide SAVNS to each of the Participating Entities (“OAG Certification Agreement”) a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between **Hays County, Texas** (“Named Entity”) as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract (“Contract”) individually as “Party” or collectively as “Parties.” The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

**SECTION 1: CONTRACT TERM.** This Contract shall commence on September 1, 2022 or on the date the final signature is affixed hereto, whichever is later (“Effective Date”) and shall terminate on August 31, 2023 (“Initial Term”). This Contract may be renewed for one (1) additional one (1) year renewal term (“Renewal Term”), only to the extent the OAG Certification Agreement, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State’s fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the “Term” of the Agreement.

**SECTION 2: CONTRACT DOCUMENTS.**

Vendor and Named Entity agree to be bound by the provisions contained in the following documents (“Incorporated Documents”), which describe the required performances in more detail and are incorporated by reference herein in their entirety in the following order of precedence:

1. Special Provisions and Negotiated Terms (“Special Provisions”) attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. Updated versions of the following forms as attached hereto and herein incorporated by reference:  
(a) Form A: Execution of Offer and Vendor Assurances; (b) Form F HUB Subcontracting Plan;

- (c) Form G: Vendor Information Form; (d) Form H: Cloud Security Questionnaire; and Form I: Business Continuity/Disaster Recovery Questionnaire;
5. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
  6. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference; and
  7. Vendor written response in submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response"); however, the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

### **SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.**

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the "Scope of Work" or "SOW") which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 ("Project").

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the "Participating Entity Services"):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: "Classic VINE" and "Enhanced VINE." Original Entity and now Vendor have been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Vendor's long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to [www.vinelink.com](http://www.vinelink.com). They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) **"VINE Software"** means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform

within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

3.3 Ownership of Vendor Intellectual Property; Licenses. Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the “Intellectual Property”) in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG’s internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

#### **SECTION 4: SCHEDULE**

4.1 Time is of the Essence. Time is of the essence in rendering of Participating Entity Services required by this Contract.

4.2 Performance Schedule. The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties (“Schedule”) which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

#### **SECTION 5: COMPENSATION AND INVOICING**

5.1 Payments for Services Rendered. The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index (“Agreed Pricing Index”) incorporated herein as Exhibit B and pursuant to the terms of this Contract.

5.2 Recurring Fees. The Parties stipulate and agree that the Named Entity’s total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor’s duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$7,350.79 per calendar quarter. (“Quarterly Fee”).

5.3 Invoicing. The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

5.4 Invoice Submission. Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor’s performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

## **SECTION 6: ADDITIONAL SERVICES**

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

## **SECTION 7: PERFORMANCE REPORTING AND REMEDIES**

### **7.1 Performance Reports.**

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

## **SECTION 8: WARRANTIES**

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

## **SECTION 9: DATA PROTECTION AND INFORMATION SECURITY**

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) “Authorized Employees” shall mean Vendor’s employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) “Authorized Persons” shall mean (i) Authorized Employees; and (ii) Vendor’s contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) “Named Entity Protected Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor by the Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) “Personal Identifiable Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) “Named Entity’s Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) “Security Breach” means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(g ) “Sensitive Personal Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees

concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
  - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
  - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
  - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (3 ) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

- (b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement



administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013, Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

#### 9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: (512) 393-2841 and by e-mailing Named Entity with a read receipt at [jmcgill@co.hays.tx.us](mailto:jmcgill@co.hays.tx.us) and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and
- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or

as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor

provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnatee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents.

Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

## **SECTION 10: CONFIDENTIALITY**

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named Entity will make a determination whether to submit a request for a ruling to withhold documents to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any

third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this 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.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

## **SECTION 11: TERMINATION**

11.1 Termination by Vendor. Vendor may terminate this Contract if Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the

Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 10 ("Confidentiality") shall survive the termination of this Contract.

## **SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES**

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY'S USE OF ANY DELIVERABLE OR WORK PRODUCT PROVIDED BY VENDOR. VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE NAMED ENTITY FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE TO ANY SUCH ACTION, CLAIM,

DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS, DEMANDS AND EXPENSES INCURRED BY NAMED ENTITY AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER. THE FOREGOING SHALL NOT APPLY TO ANY INFRINGEMENT ARISING OUT OF: (I) USE OF THE VINE SOFTWARE OTHER THAN IN ACCORDANCE WITH APPLICABLE DOCUMENTATION OR INSTRUCTIONS SUPPLIED BY THE VENDOR OR FOR OTHER THAN THE NAMED ENTITY'S INTERNAL PURPOSES; (II) ANY ALTERATION, MODIFICATION OR REVISION OF THE SOFTWARE NOT EXPRESSLY AUTHORIZED IN WRITING BY THE VENDOR; OR (III) THE COMBINATION OF THE VINE SOFTWARE WITH SOFTWARE, DATA, PRODUCTS AND/OR SERVICES NOT PROVIDED BY THE VENDOR.

### **SECTION 13: GENERAL**

13.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Contract or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof. Neither the execution of this Contract by Named Entity, any provision herein, nor any other conduct of Named Entity relating to this Contract or any of the Incorporated Documents, will be considered a waiver of sovereign or governmental immunity.

13.2 Notice. All notices under this Contract shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To VENDOR:                      Appriss Insights LLC  
   ATTN: Client Relations, Victim Services  
   9901 Linn Station Road  
   Suite 200  
   Louisville, KY 40223

To NAMED ENTITY:            Hays County  
   ATTN: Hays County Judge  
   111 E. San Antonio St., Ste. 300  
   San Marcos, TX 78666

13.3 No Third-Party Beneficiaries. This Contract is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Contract to maintain a suit to enforce or take advantage of its terms.

13.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an

assignment for these purposes.

13.5 Dispute Resolution. **[Intentionally left blank].**

13.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Hays County, Texas.

13.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

13.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

13.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

*Signature page follows*

**Participating Entities:** County Jail   x   District Court   x   County Court       

**Appriss Insights LLC BY:**

Appriss Insights LLC BY: Lalla O'Brien  
Signature

9/7/22  
Date

Lalla O'Bryan  
Name

Vice President, Victim Services  
Title

**Named Entity BY:**

---

Signature

9/20/2022

---

Date

Ruben Becerra

---

Name

Hays County Judge

---

Title

**EXHIBITS TO THIS CONTRACT:**

*EXHIBIT A - Executed OAG Certification Agreement*

*EXHIBIT B – Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference*

*EXHIBIT C – Vendor’s List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.*





## Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Ingalsbe

---

**Agenda Item:**

Authorize the acceptance and execution of a grant amendment from the Department of State Health Services for the FY 2023 TB Federal Grant Program in the amount of \$26,760.00. **INGALSBE/T.CRUMLEY**

**Summary:**

This amendment adds \$26,760.00 in grant funding to the current DSHS TB-Federal contract. The TB-Federal grant program is for the identification and treatment of those persons with, or exposed to, tuberculosis (TB). The Hays County Health Department has participated in this program for several years, providing services to those affected by this disease. The acceptance of this contract amendment will add \$26,760.00 in funding, with \$22,300.00 coming from DSHS and a required 20% match of \$4,460.00 from the County. This brings the total contract amount to \$53,516.00 for a two-year period.

Contract Period: Jan 1, 2023 - Dec 31, 2023

Contract Number: HHS001096400019

**Fiscal Impact:**

Amount Requested: \$4,460.00

Line Item Number: 120-675-99-087]

**Budget Office:**

Source of Funds: Family Health Services Fund for 20% match requirement

Budget Amendment Required Y/N?: No

Comments: The estimated revenue for this grant is included in the FY23 proposed budget.

The additional increase (\$3) in the award will be budgeted in the final budget hearing.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$3 additional

Comments: N/A

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**Attachments**

FY23 TB-FED Amendment 1

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001096400019  
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (System Agency or DSHS) and **HAYS COUNTY HEALTH DEPARTMENT** (Local Government or Grantee), Parties to that certain Tuberculosis Prevention and Control Grant Contract, effective January 1, 2022, and denominated as DSHS Contract No. HHS001096400019 (the “Contract”) now want to amend the Contract.

**WHEREAS**, DSHS wants to exercise its option to renew the Contract for an additional year and make additional funds available in support of the services provided during the renewal term;

**WHEREAS**, the Parties want to update **ARTICLE VI, ADDITIONAL GRANT INFORMATION**;

**WHEREAS**, the Parties want to revise the Statement of Work; and

**WHEREAS**, the Parties want to revise Attachments to the existing Contract.

**NOW, THEREFORE**, the Parties agree as follows:

1. The Contract is renewed for the period beginning January 1, 2023 through December 31, 2023 (the “First Renewal Option” or “CY2023”), unless terminated sooner.
2. **ARTICLE V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is amended to add **\$26,760.00** to pay for Grantee’s services during CY2023. This includes DSHS share of **\$22,300.00** and Grantee’s required match amount of **\$4,460.00**. The total not-to-exceed amount of this Contract is increased to **\$53,516.00**.

All expenditures for the First Renewal Option shall be in accordance with **ATTACHMENT B-1, CY2023 BUDGET**.

3. **ATTACHMENT B, BUDGET**, of the Contract, is supplemented with the addition of **ATTACHMENT B-1, CY2023 BUDGET** which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
4. **ARTICLE VI, ADDITIONAL GRANT INFORMATION**, of the Contract Signature Document, is amended as follows:

Federal Award Identification Number (FAIN): NU52PS910188

Federal Award Date: 12/16/2021

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

CFDA Name and Number: 93.116 – Project Grants and Cooperative Agreements for Tuberculosis Control Programs

Awarding Official Contact Information: Shanica Railey, (404) 718-3149

DUNS: 081078891

5. **ATTACHMENT A, STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-1, CY2023 STATEMENT OF WORK** which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
6. **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS-GRANT VERSION 3.0 (AUGUST 2021)**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS-GRANT, VERSION 3.2 (JULY 2022)** which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
7. **ATTACHMENT D, CONTRACT AFFIRMATIONS VERSION 2.0 (AUGUST 2021)**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT D, CONTRACT AFFIRMATIONS, VERSION 2.2 (MAY 2022)** which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
8. **ATTACHMENT G, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM** is attached to this Amendment and incorporated into this Contract as if fully set forth therein. Grantee is required to complete the Certification to meet the Federal requirement.
9. **ATTACHMENT I, HHS ADDITIONAL PROVISIONS-GRANT FUNDING** is added by this Amendment and incorporated into the Contract.
10. This Amendment shall be effective as of January 1, 2023.
11. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.
12. Any further revisions to the Contract shall be by written agreement of the Parties.
13. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001096400019**

**DEPARTMENT OF STATE HEALTH SERVICES    HAYS COUNTY HEALTH DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Judge Ruben Becerra

Hays County Judge

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**THE FOLLOWING DOCUMENTS ARE ATTACHED AND THEIR TERMS ARE HEREBY INCORPORATED  
INTO THE CONTRACT:**

**ATTACHMENT A-1 - CY2023 STATEMENT OF WORK**

**ATTACHMENT B-1 - CY2023 BUDGET**

**ATTACHMENT C - HHS UNIFORM TERMS AND CONDITIONS-GRANT V. 3.2 (JULY 2022)**

**ATTACHMENT D - CONTRACT AFFIRMATIONS V. 2.2 (MAY 2022)**

**ATTACHMENT G - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT  
(FFATA) CERTIFICATION FORM**

**ATTACHMENT I – HHS ADDITIONAL PROVISIONS-GRANT FUNDING**

## ATTACHMENT A-1 CY2023 STATEMENT OF WORK

### I. GRANTEE RESPONSIBILITIES

*Grantee shall:*

Comply with the most current version of the Texas Tuberculosis (TB) Work Plan, the Standing Delegation Orders, TB Standards, TB Recommendations and TB Administration Resources located at: <http://www.dshs.texas.gov/idcu/disease/tb/policies/>.

**A.** Use federal funds under this Contract to support any of the following core TB control front-line activities:

1. Directly observed therapy (DOT);
2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
3. Class B immigrant evaluation and treatment;
4. Contact Investigation, evaluation and treatment;
5. Cohort Review;
6. Surveillance;
7. Reporting;
8. Data analyses;
9. Cluster investigations; and
10. Provider education and training.

**B.** Provide a match of no less than 20% of the total budget as reflected in this Contract.

**C.** Provide match at the required percentage or System Agency 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.

**D.** Ensure no System Agency funds or matching funds are used for:

1. Medication purchases;
2. Inpatient clinical care (hospitalization services);
3. Entertainment;
4. Furniture;
5. Equipment; or
6. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using System Agency funds, but are not allowed using matching funds.

**E.** Not lapse more than 1% of the total funded amount of this Contract.

**F.** Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds. During the term of this Contract, System Agency 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.

- G. Maintain sufficient staffing levels to meet the required activities of this Contract and to ensure all funds in personnel category are expended.
- H. Use System Agency-designated data systems available for local entry. Information for the current System Agency reporting and data management system is located at the following link: [DSHS TB/HIV/STD Section - THISIS \(texas.gov\)](https://www.dshs.texas.gov/tb/hiv/std/thisis)

All collected TB information shall be entered into the System Agency-designated TB information data system according to documented timelines and specifications in the Texas Tuberculosis Work Plan. Only data entered into the System Agency-designated data system will be considered submitted as required under the terms of this Contract.

- I. Telemedicine medical services may be provided for medical case management of patients evaluated by the TB program, as is determined appropriate by the treating physician. If telemedicine medical services are utilized, Grantee shall ensure the TB Standards of Care are maintained. Grantee must develop written procedures for provision of telemedicine medical services that comply with all applicable laws, including Texas Occupations Code, Title 3, Chapter 111; Grantee's licensing board rules and those requirements set forth in Attachment I of this Contract.

## **II. PERFORMANCE MEASURES**

System Agency will monitor the Grantee's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures or reporting requirements, System Agency may request an action plan from Grantee regarding issues or deficiencies identified. Such action plans must outline any barriers and a plan to address them and are due to System Agency within two (2) weeks of the date they were requested. Grantee must take actions directed by System Agency following the Agency's review of the plan submitted and must do so within the timeframes directed by System Agency. This requirement does not excuse any violation of this Contract, nor does it limit System Agency to any other available options or remedies under the Contract.

## **III. INVOICE AND PAYMENT**

Grantee shall bill, and System Agency shall pay Grantee based upon Grantee's submission of a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in Attachment A-1. Invoices and supporting documentation shall be submitted to System Agency no later than thirty (30) days after the last day of each month.

- A. Grantee shall 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 must be mailed or submitted by fax or electronic mail to the address or fax number below. Invoices and all supporting documentation must be emailed to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and

[cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov) simultaneously. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a “zero dollar” invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than 45 days following the end of the Contract term. Invoices received more than 45 days after the end of the Contract term are subject to denial of payment.

Department of State Health Services  
 Claims Processing Unit, MC 1940  
 1100 West 49<sup>th</sup> Street  
 P.O. Box 149347  
 Austin, TX 78714-9347  
 FAX: (512) 458-7442  
 Email: [Invoices@dshs.texas.gov](mailto:Invoices@dshs.texas.gov), [CMSinvoices@dshs.texas.gov](mailto:CMSinvoices@dshs.texas.gov) and  
[TBContractReporting@dshs.texas.gov](mailto:TBContractReporting@dshs.texas.gov)

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

- B. Grantee shall submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the Financial Status Report (FSR-269A) and the Match Certification Form (B-13A) to the following email addresses:  
[FSRgrants@dshs.texas.gov](mailto:FSRgrants@dshs.texas.gov) and [TBContractReporting@dshs.texas.gov](mailto:TBContractReporting@dshs.texas.gov).

The Financial Status Report (FSR-269A) can be located at:  
<https://www.dshs.texas.gov/hivstd/contractor/cmsforms.shtm>

Grantee shall request the Match Certification Form (B-13A) from System Agency via email.

- C. Grantee will be paid on a cost-reimbursement basis and in accordance with Attachment B-1 of this Contract.

#### **IV. REPORTING REQUIREMENTS**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
Annual Progress Report (APR) Training	Annually	January 1, 2023	December 31, 2023	February 15, 2023
Financial Status Report (FSR)	Biannually	January 1, 2023	June 30, 2023	July 31, 2023
Financial Status Report (FSR)	Biannually	July 1, 2023	December 31, 2023	February 15, 2024
Match Reimbursement/ Certification Form (B-13A)- Final Quarter	Annually	October 1, 2023	December 31, 2023	February 15, 2024

**ATTACHMENT B-1**  
**CY2023 BUDGET**

<b>Budget Category</b>	<b>DSHS Funds</b>	<b>Cash Match</b>	<b>Category Total</b>
Personnel	\$13,742.00	\$2,863.00	\$16,605.00
Fringe Benefits	\$7,653.00	\$1,597.00	\$9,250.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$905.00	\$0.00	\$905.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$22,300.00	\$4,460.00	\$26,760.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Totals:</b>	<b>\$22,300.00</b>	<b>\$4,460.00</b>	<b>\$26,760.00</b>

*(Remainder of Page Intentionally Left Blank)*



Attachment C



**TEXAS**  
**Health and Human Services**

**Health and Human Services (HHS)**

**Uniform Terms and Conditions - Grant**

**Version 3.2**

Published and Effective – July 2022

Responsible Office: Chief Counsel

## **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.

“[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

(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.



## 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/texttravel/>.

## 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.

## **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 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.

- 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](mailto: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](mailto: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.

## **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 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 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.
- 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 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.

- 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, 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 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.

## **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 OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the 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 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 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;
  - 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 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.

#### **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 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.

#### **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 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 Code W206  
 Austin, Texas 78751  
 Phone Toll Free: (888) 388-6332  
 Phone: (512) 438-4313  
 Fax: (512) 438-5885  
 Email: [HHSCivilRightsOffice@hhsc.state.tx.us](mailto: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 Office of Data, Analytics, and Performance. 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 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.

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001096400019**  
**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.

**5. Assignment**

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

**6. Terms and Conditions**

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

**7. HHS Right to Use**

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

**8. Release from Liability**

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

**9. Dealings with Public Servants**

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

**10. Financial Participation Prohibited**

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

**11. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**12. Child Support Obligation**

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

**13. Suspension and Debarment**

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

**14. Excluded Parties**

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

**15. Foreign Terrorist Organizations**

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

**16. Executive Head of a State Agency**

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

**17. Human Trafficking Prohibition**

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



**18. Franchise Tax Status**

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

**19. Debts and Delinquencies**

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

**20. Lobbying Prohibition**

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

**21. Buy Texas**

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

**22. Disaster Recovery Plan**

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

**23. Computer Equipment Recycling Program**

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

**24. Television Equipment Recycling Program**

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

**25. Cybersecurity Training**

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

**26. Restricted Employment for Certain State Personnel**

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

**27. No Conflicts of Interest**

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

**28. Fraud, Waste, and Abuse**

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

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

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

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

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

**29. Antitrust**

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

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

**30. Legal and Regulatory Actions**

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

**31. No Felony Criminal Convictions**

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

**32. Unfair Business Practices**

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

**33. Entities that Boycott Israel**

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

**34. E-Verify**

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

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

**35. Former Agency Employees – Certain Contracts**

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

**36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

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

**37. Abortion Funding Limitation**

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

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

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

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

**40. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), 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.

**44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)**

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

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. Equal Employment Opportunity**

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



**55. Federal Occupational Safety and Health Law**

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

**56. Signature Authority**

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

**Signature Page Follows**

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

---

**Legal Name of Contractor**

---

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

---

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

---

**Signature of Authorized Representative**

---

**Date Signed**

---

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

---

**Title of Authorized Representative**

---

**Physical Street Address**

---

**City, State, Zip Code**

---

**Mailing Address, if different**

---

**City, State, Zip Code**

---

**Phone Number**

---

**Fax Number**

---

**Email Address**

---

**DUNS Number**

---

**Federal Employer Identification Number**

---

**Texas Identification Number (TIN)**

---

**Texas Franchise Tax Number**

---

**Texas Secretary of State Filing Number**

---

**SAM.gov Unique Entity Identifier (UEI)**

**ATTACHMENT G**

# Fiscal Federal Funding Accountability and Transparency Act (FFATA)

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: (Name, Email and Phone Number):
Primary Address of Contractor:	Zip Code: 9-digits required <a href="http://www.usps.com">www.usps.com</a>
Unique Entity ID (UEI): This number replaces the DUNS <a href="http://www.sam.gov">www.sam.gov</a>	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:

Printed Name of Authorized Representative:  Judge Ruben Becerra	Signature of Authorized Representative
Title of Authorized Representative  Hays County Judge	Date Signed

## 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:**

## **Attachment I**



# **TEXAS**

## **Health and Human Services**

**Health and Human Services (HHS)**  
**Additional Provisions – Grant Funding**  
**Version 1.0**  
**Effective: February 2021**

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## **ADDITIONAL PROVISIONS**

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Terms included in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHS Uniform Terms and Conditions-Grant v. 3.2 (July 2022), Attachment C.

### **1. TURNOVER PLAN**

System Agency, in its sole discretion, may require Grantee to develop and submit a Turnover Plan at any time during the term of the Contract. Grantee must submit the Turnover Plan to System Agency for review and approval. The Turnover Plan must describe Grantee/Contractor's policies and procedures that will ensure:

- i. The least disruption in the implementation and performance of grant-funded activities during Turnover; and
- ii. Full cooperation with System Agency or its designee in transferring the performance and obligations of the Contract.

### **2. TURNOVER ASSISTANCE**

Grantee will provide any assistance and actions reasonably necessary to enable System Agency or its designee to effectively close out the Contract and transfer the performance and obligations of the Contract to another Grantee or to System Agency if necessary. Grantee agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of System Agency.

### **3. CONSENT TO MEDICAL, DENTAL, PSYCHOLOGICAL, AND SURGICAL TREATMENT OF A CHILD**

Unless a federal law applies, before a Grantee or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

### **4. TELEMEDICINE/TELEHEALTH SERVICES**

If Grantee or its subcontractor provides grant-funded telemedicine/telehealth services, these services shall be in accordance with the Grantee's written procedures, applicable law, the Grantee's or subcontractor's licensing board rules, and System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine/telehealth service must include the following requirements:

- i. Consider any contraindications to the use of telemedicine/telehealth;
- ii. Qualified staff members to ensure the safety of the individual being served by telemedicine/telehealth at the remote site;
- iii. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- iv. Use by credentialed licensed providers providing clinical care within the scope of their

licenses;

- v. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
  - vi. Priority in scheduling the system for clinical care of individuals;
  - vii. Quality oversight and monitoring of satisfaction of the individuals served; and
  - viii. Management of information and documentation for telemedicine/telehealth services that ensures timely access to accurate information between the two sites.
- Telemedicine/telehealth Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule §448.911.

## **5. SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

- A. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, if necessary. More information can be found at <https://www.lep.gov/>.
- B. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- C. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

## **6. MEDICAL RECORDS RETENTION**

Grantee/Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

## **7. INTERIM EXTENSION AMENDMENT**

- A. Prior to or on the expiration date of this Grant Agreement/Contract, the Parties agree that this Grant Agreement/Contract can be extended as provided under this section.
- B. The System Agency shall provide written notice of interim extension amendment to the Grantee/Contractor under one of the following circumstances:
  - i. Continue provision of services in response to a disaster declared by the governor; or
  - ii. To ensure that services are provided to clients without interruption.
- C. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- D. Grantee/Contractor will provide and invoice for services in the same manner that is stated in the Grant Agreement/Contract.
- E. An interim extension under subsection (B)(i) of this section shall extend the term of the Grant Agreement/Contract not longer than 30 days after governor's disaster declaration is



declared unless the Parties agree to a shorter period of time.

- F. An interim extension under subsection (B)(i) of this section shall be a one-time extension for a period of time determined by the System Agency.

## **8. DUPLICATION OF FUNDING**

A. If Grantee receives any funding that is duplicative of funding received under this Grant Agreement/Contract that cannot be used for new or expanded eligible grant activities, Grantee will notify the assigned contract manager as soon as possible. System Agency may issue an amendment modifying budget and/or project activities to eliminate duplication. Additionally, Grantee understands that duplicative funding that cannot be re-programmed to support new or expanded grant-funded activities within the program's scope may be de-obligated from this Grant Agreement/Contract and returned to System Agency.

## **9. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS**

- A. Grantee shall immediately report in writing to its assigned System Agency contract manager when Grantee learns of or has any reason to believe it or any person with ownership or controlling interest in Grantee, or their agent, employee, subcontractor or volunteer who is providing services under this Contract has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

## **10. NOTICE OF GRANT AGREEMENT/CONTRACT ACTION**

Grantee shall notify the assigned System Agency contract manager if Grantee has any grant agreement or contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five business days of becoming aware of the action and include the following:

- i. Reason for such action;
- ii. Name and contact information of the local, state or federal department or agency or entity;
- iii. Effective start date of the grant agreement/contract;
- iv. Date of suspension or termination; and
- v. Grant agreement/contract or case reference number.

## **11. NOTICE OF BANKRUPTCY**

Grantee shall notify in writing the assigned System Agency contract manager of its plan to seek bankruptcy protection within five business days of such action by Grantee.

## **12. NOTICE OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL**

The Grantee shall notify in writing the assigned System Agency contract manager within ten business days of any change to the Grantee's Contact Person or Key Personnel.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Certificate Of Completion**

Envelope Id: DB8D4A31B1F5433D9BBB7B9A4666AE18

Status: Sent

Subject: Please DocuSign: HHS001096400019; Hays Co; A-1; TB Signature Packet

Source Envelope:

Document Pages: 57

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

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

9/14/2022 11:57:50 AM

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)

Sent: 9/14/2022 12:01:47 PM

Viewed: 9/14/2022 1:23:02 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/14/2022 1:23:02 PM

ID: ee65b070-1d78-45a4-9ae9-a0da60f1eb98

Susana Garcia

Susana.Garcia@dshs.texas.gov

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

Accepted: 9/13/2022 2:56:39 PM

ID: 17255204-cd6e-424b-96a1-e3ca9ac05ec2

Patty Melchior

Patty.Melchior@dshs.texas.gov

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

Accepted: 5/5/2022 12:43:08 PM

ID: f01589da-43a7-481e-996a-7c50409e5d48

Imelda Garcia

ImeldaM.Gargia@dshs.texas.gov

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

Not Offered via DocuSign

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

Carbon Copy Events	Status	Timestamp
Lacy Alexander lacy.alexander@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/14/2022 12:01:46 PM Viewed: 9/14/2022 12:02:06 PM
Lisa Griffin lisa.griffin@co.hays.tx.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/14/2022 12:01:46 PM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/14/2022 12:01:46 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](mailto: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](mailto: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](mailto: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](mailto: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

**Date:** 09/20/2022

**Requested By:**

Vickie Dorsett

**Sponsor:**

Judge Becerra

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**Agenda Item:**

Amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2022 year-end process. **BECERRA/DORSETT**

**Summary:**

These budget amendments are for line item transfers within various departments and special revenue funds. No additional funds are required.

**Fiscal Impact:**

Amount Requested: N/A

Line Item Number: Various

**Budget Office:**

Source of Funds: Various

Budget Amendment Required Y/N?: Yes

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: N/A

Comments:

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Marisol Villarreal-Alonzo

**Sponsor:**

---

**Agenda Item**

Accept the delivery of the Internal Examination report for the Fiscal Year 2021 Hays County Sheriff's Office Drug Forfeiture Fund and Chapter 59 Asset Forfeiture Report. **VILLARREAL-ALONZO**

**Summary**

The Internal Examination Report is attached.

---

**Attachments**

Final Report - Sheriff, Chapter 59 Asset Forfeiture  
2021 OAG Report



## OFFICE OF THE COUNTY AUDITOR

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

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

Stephanie Hunt  
*Assistant County Auditor*  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

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September 12, 2022

The Honorable Gary Cutler  
Hays County Sheriff  
1307 Old Uhland Road  
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of Hays County Sheriff's Drug Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report for the period of October 1, 2020, to September 30, 2021. The internal examination consisted of reviewing seizures, deposits, disbursements, and other supporting documentation.

Based on the audit of Hays County Sheriff Office's records, the Auditor's Office proposed adjustments to Hays County Sheriff Office's records prior to issuance of the Chapter 59 Asset Forfeiture Report to ensure compliance with Texas Code of Criminal Procedure Chapter 59.

Based on the internal examination, except for the findings described below, seizures, receipts, and disbursements appear to be adequately accounted for in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

**#1 Sworn statements submitted by peace officers had incorrect information and a missing schedule.**

Article 59.03 of Texas Code of Criminal Procedure requires peace officers that seize property to submit a sworn statement that contains a schedule of property seized to the

attorney representing the state. The Hays County Internal Auditor observed case #20-2366 was missing the schedule of seized property "Schedule A" from the peace officer, and the VIN numbers on the vehicles seized below did not agree to those included in the sworn statements submitted to the attorney representing the state:

CASE #	VIN PER OBSERVATION	VIN PER SWORN STATEMENTS
21-1733	1GCFG25W211142098	1GCFG24W211142098
21-2043	1GNFK16Z43J188138	1GNFX16Z433188138
21-2073	1GNFK16Z93R237240	1GFX16Z93R237240

***Recommendation:***

The Auditor's Office recommends the Hays County Sheriff's Office implement internal controls that give reasonable assurance that sworn statements from peace officers include a schedule of seized property and all information included is correct prior to submitting sworn statements to the attorney representing the state. Such internal controls will help ensure the Hays County Sheriff's Office is compliant with Article 59.03 of Texas Code of Criminal Procedure.

***Management Response:***

The Sheriff's Office recognizes that sworn statements submitted by peace officers contained clerical errors. Supervisory oversight has been implemented to address these errors.

**#2 Fiscal Year 2021 forfeitures were incorrectly reported in the schedule of forfeitures provided to the Auditor's Office by the Hays County Sheriff Office.**

The Hays County Sheriff's Office did not correctly track forfeitures as required by the Texas Attorney General reporting requirements. The Texas Attorney General Chapter 59 Asset Forfeiture Report submitted to the Auditor's Office from the Hays County Sheriff's Office contained the following errors:

- Case 21-2181, \$3,655 US Currency was not reported and missing from the Hays County Sheriff Office Seizure/Forfeiture Listing. (report section I. Seized Funds, B2)
- Case 20-0148 (\$418) and 20-2366 (\$900) vehicles were put into use and the Hays County Sheriff's Office did not report the Hays County District Attorney's portion of interest from each case. (report section II. Forfeited Funds & Other Court Awards, H)
- Case 20-0148 vehicle (2006 Grey Audi A6) was disposed and forfeited to Guadalupe County in October 2020 and was not reported. (report section III. Other Property)

These omissions resulted in the Auditor's Office proposing adjustments to the Sheriff's Office Chapter 59 Asset Forfeiture Report.

***Recommendation:***

The Auditor's Office recommends the Hays County Sheriff's Office implement internal controls that give reasonable assurance that the Hays County Sheriff Office's forfeitures



are accurately maintained and reported. Such internal controls will help ensure the Hays County Sheriff's Office adhere to reporting requirements of the Texas Attorney General Chapter 59 Asset Forfeiture Report by law enforcement agency.

***Management Response:***

During the audit process of the FY 2021 Chapter 59 reporting period, the Sheriff's Office reviewed its agency's Chapter 59 reporting requirements and has implemented new procedures on the Chapter 59 asset forfeiture process along with standard operating procedures for future reference.

**#3 The Hays County Sheriff's Office reclassified an expenditure after the original Fiscal Year 2021 Chapter 59 Asset Forfeiture Report was submitted to the Texas Attorney General.**

An expenditure in the amount of \$498 to BJ Tees was reclassified from the special project fund to the Sheriff's Drug Forfeiture fund (Chapter 59) after the Chapter 59 Asset Forfeiture Report was submitted to the Texas Attorney General.

***Recommendation:***


The Auditor's Office recommends the Hays County Sheriff's Office develop internal controls and review procedures for all expenditures to ensure they are reported in the proper period. Implementing internal controls and review procedures will help ensure the Hays County Sheriff's Office reports all expenditures to the Texas Attorney General in the correct Fiscal Year.

***Management Response:***

The Sheriff's Office recognizes that the reclassification of an invoice was completed after the submission of the Chapter 59 report. Internal controls for such circumstances are implemented to ensure the accuracy of records.

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA  
Hays County Auditor

mva/jv



# KEN PAXTON

## ATTORNEY GENERAL of TEXAS

### CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

## Agency Information

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### Agency Information

---

Year: 2021

Agency Name: [Hays County Sheriff's Dept.](#)

Agency Mailing Street:

City: San Marcos

1307 Uhland Road

ZIP: 78666

State: TX

County: Hays

Phone Number: (512) 393-7808

Agency Fiscal Beginning Month: October

Agency Fiscal Ending Month: September

## I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

### **Seized Funds Pursuant to Chapter 59**

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Balance: \$0.00

### **B) Seizures During Reporting Period**

*Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).*

1) Amount seized and retained in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$36,500.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$36,500.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

## II. Forfeited Funds & Other Court Awards

---

### Forfeited Funds and Other Court Awards Pursuant to Chapter 59

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Balance: \$152,937.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$48,903.00

C) Interest Earned on Forfeited  
Funds During Reporting Period: \$75.00

D) Amount Awarded Pursuant  
to 59.022: \$0.00

E) Amount Awarded Pursuant  
to 59.023: \$0.00

F) Proceeds Received by Your  
Agency From Sale of Forfeited  
Property: \$562.00

G) Amount Returned to Crime  
Victims: \$0.00

H) Other Reconciliation Items  
(Must provide detail in box  
below): (\$1,318.00)

Description:

Case # 20-0148 and 20-2366 vehicles put into use and amount deducted from S.O.

I) Total Expenditures of  
Forfeited Funds During  
Reporting Period. This field will  
be auto-calculated once  
section VI has been completed  
and you save or switch  
sections.: \$51,033.00

J) Ending Balance - This field  
will be auto-calculated when  
you SAVE or switch sections.: \$150,126.00

I) Total Expenditure from  
Mailed Form:

J) Ending Balance from Mailed  
Form:

### III. Other Property

---

## Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

### A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

1) Seized: 7  
2) Forfeited to Agency: 1  
3) Returned to  
Defendants/Respondents: 1  
4) Put into use by Agency: 1

### B) Real Property (Count each parcel seized as one item)

1) Seized: 0  
2) Forfeited to Agency: 0  
3) Returned to  
Defendants/Respondents: 0  
4) Put into use by Agency: 0

### C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

1) Seized: 0  
2) Forfeited to Agency: 0  
3) Returned to  
Defendants/Respondents: 0  
4) Put into use by Agency: 0

### D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

1) Seized: 3  
2) Forfeited to Agency: 1  
3) Returned to  
Defendants/Respondents: 0  
4) Put into use by Agency: 0

### E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------



## IV. Forfeited Property Received

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### **Forfeited Property Received From Another Agency**

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

---

### **Forfeited Property Transferred or Loaned to Another Agency**

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 1

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

# VI. Expenditures: A - D

---

## A) Salaries

- 1) Increase of Salary, Expense  
or Allowance for Employees (Salary Supplements): \$0.00
- 2) Salary Budgeted Solely  
From Forfeited Funds: \$0.00
- 3) Number of Employees Paid  
Using Forfeiture Funds: 0
- 4) TOTAL SALARIES PAID  
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Salaries from Mailed  
Form:

## B) Overtime

- 1) For Employees Budgeted by  
Governing Body: \$0.00
- 2) For Employees Budgeted  
Solely out of Forfeiture Funds: \$0.00
- 3) Number of Employees Paid  
Using Forfeiture Funds: 0
- 4) TOTAL OVERTIME PAID  
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Overtime from Mailed  
Form:

## C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$10,005.00
- 3) Firearms, Protective Body  
Armor, Personal Equipment: \$4,785.00
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00
- 7) Uniforms: \$413.00

8) K9 Related Costs: \$966.00

9) Other (Must provide detail in  
box below): \$25,710.00

Description:

Generic Investigative Costs, Computer related data processing supplies, Emergency Lights for LE vehicles, Drones and accessories.

10) TOTAL EQUIPMENT  
PURCHASED WITH \$41,879.00  
CHAPTER 59 FUNDS:

Total Equipment from Mailed  
Form:

#### **D) Supplies**

1) Office Supplies: \$74.00

2) Mobile Phone and Data  
Account Fees: \$0.00

3) Internet: \$0.00

4) Other (Must provide detail in  
box below): \$0.00

Description:

5) TOTAL SUPPLIES  
PURCHASED WITH \$74.00  
CHAPTER 59 FUNDS:

Total Supplies from Mailed  
Form:

## **VI. Expenditures: E**

---

#### **E) Travel**

##### **1) In State Travel**

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from  
Mailed Form:

## 2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from  
Mailed Form:

## 3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of  
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

# VI. Expenditures: F - G

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## F) Training

1) Fees (Conferences,  
Seminars): \$0.00

2) Materials (Books, CDs,  
Videos, etc.): \$8,275.00

3) Other (Must provide detail in  
box below):

Description:

4) TOTAL TRAINING PAID  
OUT OF CHAPTER 59 FUNDS: \$8,275.00

Total Training from Mailed  
Form:

#### G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in  
box below): \$805.00

Description:

HCSO-1961688 Subscription & Investigative research subscriptions.

- 5) TOTAL INVESTIGATIVE  
COSTS PAID OUT OF \$805.00  
CHAPTER 59 FUNDS:

Total Investigative Costs from  
Mailed Form:

## VI. Expenditures: H - N

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#### H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment  
Programs (pursuant to 59.06 \$0.00  
(d-3(6), (h), (j) ):
- 2) Total Financial Assistance  
(pursuant to Articles 59.06 (n) \$0.00  
and (o) ):
- 3) Total Donations (pursuant to  
Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to  
children of officers killed in the \$0.00  
line of duty (pursuant to Article  
59.06 (r)):

- 5) TOTAL  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
(Pursuant to Articles 59.06 \$0.00

(d-3(6)), (h), (j), (n), (o), (d-2),  
(r)) - This field will be  
auto-calculated when you  
SAVE or switch sections:

Total  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
from Mailed Form:

#### **I) Facility Costs**

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in  
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS  
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from  
Mailed Form:

#### **J) Miscellaneous Fees**

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including  
travel and security): \$0.00
- 5) Audit Costs and Fees  
(including audit preparation  
and professional fees): \$0.00
- 6) Other (Must provide detail in  
box below): \$0.00

Description:

7) Total Miscellaneous Fees  
Paid Out of Chapter 59 Funds  
- This will be auto-calculated \$0.00

when you SAVE or switch  
sections:

Total Miscellaneous Costs  
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission**

1) Total paid to State Treasury  
due to lack of local agreement \$0.00  
pursuant to 59.06 (c):

2) Total paid to State Treasury  
due to participating in task \$0.00  
force not established in  
accordance with 59.06 (q)(1):

3) Total paid to General Fund  
pursuant to 59.06 (c-3) (C) \$0.00  
(Texas Department of Public  
Safety only):

4) Total forfeiture funds  
transferred to the Health and \$0.00  
Human Services Commission  
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE  
TREASURY/ GENERAL  
FUND/ HEALTH & HUMAN \$0.00  
SERVICES COMMISSION  
OUT OF CHAPTER 59  
FUNDS:

Total Paid to State  
Treasury/General fund/ Health  
& Human Services  
Commission from Mailed  
Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO  
COOPERATING \$0.00  
AGENCY(IES) PURSUANT  
TO LOCAL AGREEMENT:

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT  
ACCOUNTED FOR IN \$0.00  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

## N) Total Expenditures

TOTAL EXPENDITURES: \$51,033.00

Total Expenditures from Mailed  
Form:

## Financial Professional Signature

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*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Do you acknowledge the  
above terms : Yes

Typed Name of  
Auditor/Treasurer/Accounting  
Professional/Preparer:: Marisol  
Villarreal-Alonzo

Title: Hays County  
Auditor

## Head of Agency Certification

---

*After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.*

Do you acknowledge the  
above terms : Yes

Year: 2021

Typed Name of Head of  
Agency:: Gary Cutler



Title: Sheriff

Date: 11/30/2021

Comments:



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Colby Machacek, County Planner

**Sponsor:**

Commissioner Ingalsbe

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#### **Agenda Item**

Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$2,304,404.09 for the Hymeadow, Section 2, Phase 2 Subdivision (Bond # 70NGP200080). **INGALSBE/BORCHERDING**

#### **Summary**

The final plat for the Hymeadow, Section 2, Phase 2 Subdivision has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

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#### **Attachments**

Plat  
Subdivision Bond

# FINAL SUBDIVISION PLAT: HYMEADOW SECTION TWO, PHASE TWO HAYS COUNTY, TEXAS

CLAYTON PROPERTIES GROUP, INC.  
A TENNESSEE CORPORATION  
d/b/a BROHN HOMES  
(90.264 ACRES)  
(19005818)

GRID COORDINATES:  
N=13886298.99  
E=2336400.51

K MARCOS, LLC  
PORTION OF 331.552 ACRES  
(18042121)  
AS DESCRIBED IN (51/402)

C.O.S.M.  
GPS PT. 10  
GRID N: 13,888,162.71  
GRID E: 2,320,954.79  
ELEV. 629.35'  
NADV88

LOCATION MAP  
NOT TO SCALE

SCALE: 1" = 100'  
GRAPHIC SCALE

CLAYTON PROPERTIES GROUP, INC.  
A TENNESSEE CORPORATION  
d/b/a BROHN HOMES  
(90.264 ACRES)  
(19005818)

APPROXIMATE LOCATION OF  
FEMA ZONE "A"

GRID REFERENCE  
S67°10'38"W  
3517.86'

APPROXIMATE LOCATION OF  
FEMA ZONE "A"

GRID REFERENCE  
S67°10'38"W  
3517.86'

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3517.86'

APPROXIMATE LOCATION OF  
FEMA ZONE "A"

GRID REFERENCE  
S67°10'38"W  
3517.86'

LEGEND	
●	1/2" REBAR FOUND
● CH	1/2" REBAR WITH "CHAPARRAL" CAP FOUND
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
■	CONCRETE HIGHWAY MONUMENT FOUND
△	POINT NOT SET DUE TO OBSTRUCTION
W.W.E.	WASTEWATER EASEMENT
D.E.	DRAINAGE EASEMENT
...	SIDEWALK LOCATION
( )	RECORD INFORMATION

C.O.S.M. G.P.S. PT. 10 IS LOCATED ON THE  
NORTHBOUND FEEDER ROAD OF IH 35, EAST  
SIDE, APPROXIMATELY ONE HALF MILE SOUTH  
OF TECHNOLOGY WAY.

OWNER AND DEVELOPER:  
CLAYTON PROPERTIES GROUP, INC.  
d/b/a BROHN HOMES  
6720 VAUGHN RANCH RD. SUITE 200  
AUSTIN, TX. 78730  
(512) 320-8833

ENGINEER:  
BINKLEY & BARFIELD, INC.  
2401 DOUBLE CREEK DRIVE, SUITE 200  
ROUND ROCK, TEXAS 78664  
(512) 292-0006

SURVEYOR:  
CHAPARRAL PROFESSIONAL LAND SURVEYING,  
INC.  
3500 McCall Lane  
Austin, Texas 78744  
(512) 443-1724

SURVEY ABSTRACT: WILLIAM HEMPHILL SURVEY, ABS. 221  
SUBMITTAL DATE: June 26, 2020  
TOTAL AREA OF THIS PLAT: 33.411 AC.  
TOTAL NUMBER OF LOTS: 162  
RESIDENTIAL: 157  
OPEN SPACE: 3  
AMENITY LOT: 1  
WASTEWATER LOT: 1

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE  
SYSTEM OF 1983 (NAD83), SOUTH CENTRAL  
ZONE, BASED ON GPS SOLUTIONS FROM THE  
NATIONAL GEODETIC SURVEY (NGS) ON-LINE  
POSITIONING USER SERVICE (OPUS) FOR  
CHAPARRAL CONTROL POINT "P941".

4" ALUMINUM DISK SET IN CONCRETE

SURFACE COORDINATES:  
N 13885328.23  
E 2332261.23

TEXAS STATE PLANE COORDINATES:  
N 13883523.37  
E 2331958.07

ELEVATION = 672.80'  
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999870017  
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000130  
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0  
THETA ANGLE: 0°33'44"

P941 IS LOCATED 48.4' +/- N.W. FROM A  
POWER POLE AND 39.0' +/- N.W. FROM A  
GUY WIRE LOCATED IN THE SOUTHEAST  
CORNER OF A 65.49 ACRE TRACT TO  
LENNAR HOMES OF TEXAS LAND  
CONSTRUCTION, LTD. IN DOC. NO. 20008358  
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY,  
TEXAS.

**Chaparral**

Professional Land Surveying, Inc.  
Surveying and Mapping

3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.:  
1434-001

DRAWING NO.:  
1434-001-PL S2P2

PLOT DATE:  
06/02/2022

PLOT SCALE:  
1"=100'

DRAWN BY:  
RGH

SHEET  
01 OF 04

FINAL SUBDIVISION PLAT:  
HYMEADOW SECTION TWO,  
PHASE TWO  
HAYS COUNTY, TEXAS

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	25.00'	90°00'00"	39.28'	N19°50'26"E	35.36'
C2	25.00'	90°00'00"	39.28'	S70°09'34"E	35.36'
C3	245.00'	21°53'38"	93.62'	N54°50'26"E	93.05'
C4	25.00'	90°51'02"	39.65'	N75°33'09"W	35.62'
C5	25.00'	97°00'00"	42.33'	S18°22'22"W	37.45'
C6	25.00'	83°00'00"	36.22'	S71°37'38"E	33.14'
C7	25.00'	53°58'05"	23.55'	S39°53'19"W	22.69'
C8	60.00'	287°56'10"	301.57'	N23°07'38"W	70.60'
C9	25.00'	53°58'05"	23.55'	S86°08'36"E	22.69'
C10	25.00'	90°00'00"	39.28'	N21°52'22"E	35.36'
C11	575.00'	7°53'24"	79.18'	S19°10'58"E	79.12'
C12	25.00'	90°00'00"	39.28'	N60°14'18"W	35.36'
C13	25.00'	53°58'05"	23.55'	S47°46'40"W	22.69'
C14	60.00'	287°56'10"	301.57'	N15°14'18"W	70.60'
C15	25.00'	53°58'05"	23.55'	S78°15'15"E	22.69'
C16	25.00'	90°00'00"	39.28'	N29°45'42"E	35.36'
C17	525.00'	7°53'20"	72.30'	S19°10'58"E	72.24'
C18	295.00'	14°53'20"	76.67'	N22°40'58"W	76.45'
C19	245.00'	9°55'16"	42.43'	N20°11'56"W	42.38'
C20	25.00'	90°00'00"	39.28'	N70°09'34"W	35.36'
C21	25.00'	90°00'00"	39.28'	N01°04'59"W	35.36'
C22	25.00'	90°00'00"	39.28'	N88°55'01"E	35.36'
C26	25.00'	90°00'00"	39.28'	S01°04'59"E	35.36'
C27	25.00'	90°00'00"	39.28'	N88°55'01"E	35.36'
C28	25.00'	90°00'00"	39.28'	S01°04'59"E	35.36'
C29	25.00'	90°00'00"	39.28'	S88°55'01"W	35.36'
C30	295.00'	20°55'25"	107.74'	S54°22'43"W	107.15'
C31	25.00'	90°00'00"	39.28'	S19°50'26"W	35.36'
C32	295.00'	9°55'16"	51.09'	S20°11'56"E	51.02'
C33	25.00'	94°29'07"	41.23'	S62°28'52"E	36.72'
C34	375.00'	26°21'34"	172.54'	N57°05'48"E	171.03'
C35	425.00'	23°50'41"	176.89'	S55°50'22"W	175.62'
C36	25.00'	83°00'00"	36.22'	S26°15'42"W	33.14'
C37	245.00'	14°53'20"	63.67'	S22°40'58"E	63.50'
C38	25.00'	90°00'00"	39.28'	N70°09'34"W	35.36'
C39	25.00'	90°00'00"	39.28'	N19°50'26"E	35.36'
C40	295.00'	20°55'25"	107.74'	N54°22'43"E	107.15'
C41	25.00'	90°00'00"	39.28'	N88°55'01"E	35.36'
C42	25.00'	90°00'00"	39.28'	S01°04'59"E	35.36'
C43	245.00'	20°55'25"	89.48'	S54°22'43"W	88.99'
C44	60.00'	12°09'28"	12.73'	N18°59'01"E	12.71'
C45	60.00'	41°48'37"	43.79'	N45°58'03"E	42.82'
C46	60.00'	41°48'37"	43.79'	N87°46'40"E	42.82'
C47	60.00'	83°33'54"	83.52'	S29°32'04"E	79.97'
C48	60.00'	46°04'21"	48.25'	S35°17'04"W	46.96'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C49	60.00'	39°44'51"	41.63'	S78°11'39"W	40.80'
C50	60.00'	22°46'22"	23.85'	N70°32'44"W	23.69'
C51	575.00'	3°20'21"	33.51'	S21°27'30"E	33.51'
C52	575.00'	4°33'03"	45.67'	S17°30'48"E	45.66'
C53	25.00'	20°27'34"	8.93'	S64°31'55"W	8.88'
C54	25.00'	33°30'31"	14.62'	S37°32'52"W	14.42'
C55	60.00'	34°29'49"	36.13'	N38°02'31"E	35.59'
C56	60.00'	38°56'33"	40.79'	N74°45'42"E	40.01'
C57	60.00'	69°58'12"	73.28'	S50°46'56"E	68.81'
C58	60.00'	33°17'05"	34.86'	S00°50'43"W	34.37'
C59	60.00'	27°16'26"	28.56'	S31°07'28"W	28.30'
C60	60.00'	39°35'39"	41.47'	S64°33'31"W	40.65'
C61	60.00'	44°22'27"	46.47'	N73°27'26"W	45.32'
C62	25.00'	5°24'59"	2.36'	S53°58'42"E	2.36'
C63	25.00'	48°33'06"	21.19'	S80°57'45"E	20.56'
C64	525.00'	1°14'15"	11.34'	S15°51'26"E	11.34'
C65	525.00'	6°07'55"	56.19'	S19°32'31"E	56.17'
C66	525.00'	0°31'10"	4.76'	S22°52'03"E	4.76'
C67	25.00'	90°00'00"	39.28'	S68°07'38"E	35.36'
C68	295.00'	5°54'06"	30.39'	S27°10'35"E	30.38'
C69	295.00'	7°47'03"	40.08'	S20°20'00"E	40.05'
C70	295.00'	1°12'11"	6.20'	S15°50'23"E	6.20'
C71	245.00'	3°36'48"	15.45'	N17°02'42"W	15.45'
C72	245.00'	6°18'28"	26.98'	N22°00'20"W	26.96'
C73	25.00'	7°31'56"	3.29'	N40°09'03"E	3.28'
C77	295.00'	8°21'20"	43.03'	N48°05'41"E	42.99'
C78	295.00'	8°26'47"	43.49'	N56°29'45"E	43.45'
C79	295.00'	4°07'18"	21.22'	N62°46'47"E	21.22'
C80	295.00'	8°08'37"	41.93'	N21°05'16"W	41.90'
C81	295.00'	1°46'40"	9.15'	N16°07'38"W	9.15'
C82	375.00'	9°45'28"	63.87'	N65°23'51"E	63.80'
C83	375.00'	8°40'54"	56.83'	N56°10'40"E	56.77'
C84	375.00'	7°55'12"	51.84'	N47°52'37"E	51.80'
C85	425.00'	4°58'35"	36.92'	N46°24'18"E	36.91'
C86	425.00'	5°26'37"	40.38'	N51°36'54"E	40.37'
C87	425.00'	5°05'36"	37.79'	N56°53'01"E	37.77'
C88	425.00'	8°19'53"	61.81'	N63°35'45"E	61.75'
C89	245.00'	2°50'10"	12.13'	S16°39'23"E	12.13'
C90	245.00'	12°03'10"	51.54'	S24°06'03"E	51.45'
C91	295.00'	4°03'25"	20.89'	N62°48'44"E	20.89'
C92	295.00'	7°23'14"	38.04'	N57°05'25"E	38.01'
C93	295.00'	7°25'32"	38.24'	N49°41'02"E	38.21'
C94	295.00'	2°03'14"	10.58'	N44°56'38"E	10.58'
C95	245.00'	15°53'39"	67.97'	N51°51'50"E	67.76'
C96	245.00'	5°01'46"	21.51'	N62°19'33"E	21.50'

### OPEN SPACE LOTS – AREA SUMMARY

BLOCK A:  
LOT 36      5.260      229,134 Sq Feet

BLOCK B:				
LOT 31	0.374	16,270	Sq	Feet
LOT 32	0.238	10,353	Sq	Feet

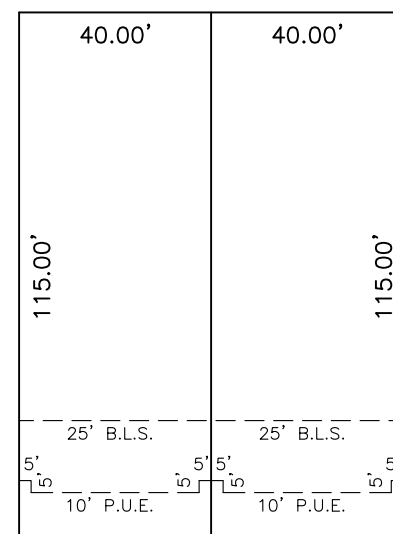
### AMENITY LOTS – AREA SUMMARY

BLOCK H:  
LOT 6            2.47            107,505 Sq Feet

### WASTEWATER LOT – AREA SUMMARY

BLOCK A:  
LOT 29      0.06      1,415 Sq Feet

LOT SIZE CHART	
SIZE(AC)	#
≥10	—
≥5 <10	1
≥2 <5	1
≥1 <2	—
<1	160



### TYPICAL LOT LAYOUT

NAME	LENGTH	R.O.W. WIDTH	CLASSIFICATION
DELTA CREST	462	50'	LOCAL
ALTERRA WAY	560	82'	MAJOR COLLECTOR
IVY PASSAGE	565	50'	LOCAL
LINNET LANE	581	50'	LOCAL
HAYWOOD MANOR	959	50'	LOCAL
TEMPEST TRAIL	322	50'	LOCAL
JADE STREET	1220	50'	LOCAL
ESTALLO WAY	1170	50'	LOCAL

SINGLE FAMILY LOTS – AREA SUMMARY

BLOCK A:			BLOCK B:			BLOCK E:		
Lot	Acres	Sq. Ft.	Lot	Acres	Sq. Ft.	Lot	Acres	Sq. Ft.
1	0.15	6,581	25	0.11	4,601	12	0.11	4,601
2	0.11	4,801	26	0.11	4,601	13	0.11	4,601
3	0.11	4,801	27	0.11	4,601	14	0.11	4,601
4	0.11	4,801	28	0.11	4,601	15	0.11	4,601
5	0.11	4,801	29	0.11	4,601	16	0.11	4,601
6	0.11	4,801	30	0.13	5,617	17	0.13	5,617
7	0.11	4,801				18	0.13	5,617
8	0.11	4,801	BLOCK C:			19	0.11	4,601
9	0.11	4,801	Lot	Acres	Sq. Ft.	20	0.11	4,601
10	0.11	4,801	1	0.12	5,381	21	0.11	4,601
11	0.12	5,397	2	0.13	5,795	22	0.11	4,601
12	0.11	4,593	3	0.11	4,730	23	0.11	4,601
13	0.11	4,593	4	0.10	4,401	24	0.11	4,601
14	0.12	5,142	5	0.10	4,401	25	0.11	4,601
15	0.11	4,864	6	0.10	4,401	26	0.11	4,601
16	0.13	5,760	7	0.10	4,401	27	0.11	4,601
17	0.11	4,601	8	0.15	6,600	28	0.11	4,601
18	0.11	4,601	9	0.13	5,782	29	0.11	4,601
19	0.14	6,052	10	0.12	5,275	30	0.11	4,601
20	0.15	6,673	11	0.12	5,189	31	0.14	5,914
21	0.14	5,898	12	0.11	4,901	32	0.14	5,961

23	0.12	5,176	BLOCK D:		23	0.12	5,176
24	0.12	5,176	Lot	Acres	Sq. Ft.	BLOCK F:	
25	0.13	5,617	1	0.11	4,601	Lot	Acres
26	0.11	4,860	2	0.11	4,601	1	0.14
27	0.12	5,145	3	0.13	5,428	2	0.12
28	0.10	4,509	4	0.13	5,553	3	0.12
30	0.12	5,253	5	0.20	8,822	4	0.12
31	0.11	4,841	6	0.15	6,310	5	0.12
32	0.12	5,341	7	0.17	7,308	6	0.12
33	0.18	7,951	8	0.13	5,796	7	0.12
34	0.13	5,617	9	0.13	5,751	8	0.11
35	0.13	5,752	10	0.11	4,601		4,910
			11	0.11	4,601	BLOCK G:	
			12	0.11	4,601	Lot	Acres
BLOCK B:			13	0.11	4,601	1	0.12
Lot	Acres	Sq. Ft.	14	0.11	4,601	2	0.11
1	0.13	5,674	15	0.11	4,601	3	0.11
2	0.11	4,621	16	0.11	4,601	4	0.11
3	0.11	4,598	17	0.11	4,601	5	0.11
4	0.13	5,555	18	0.11	4,601	6	0.11
5	0.11	4,601	19	0.11	4,601	7	0.11
6	0.11	4,601	20	0.11	4,601	8	0.11
7	0.11	4,601	21	0.11	4,601	9	0.11
8	0.11	4,601	22	0.11	4,601	10	0.11
9	0.11	4,601	23	0.13	5,617	11	0.11
10	0.11	4,601				12	0.13
11	0.11	4,601					5,617

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S25°09'34"E	45.01'
L2	S64°50'26"W	115.01'
L3	S25°09'34"E	40.01'
L4	S20°05'02"E	51.69'
L5	N74°45'42"E	115.02'
L6	N15°14'18"W	15.26'
L7	N74°45'42"E	50.01'
L8	S15°14'18"E	15.26'
L9	N74°45'42"E	115.01'
L10	N15°14'18"W	40.01'
L11	N23°23'09"W	60.36'
L12	N25°09'34"W	40.01'
L13	S64°50'26"W	115.01'
L14	N25°09'34"W	45.01'
L15	N64°50'26"E	115.01'
L16	N64°50'26"E	90.01'
L17	N64°50'26"E	50.01'
L18	N43°55'01"E	11.30'


LINE TABLE		
LINE	BEARING	DISTANCE
L19	N46°04'59"W	50.75'
L20	N17°26'46"W	44.27'
L21	N09°22'43"E	44.81'
L22	S43°34'49"W	2.23'
L23	S46°04'37"E	110.42'
L24	S47°03'02"E	55.30'
L25	S46°04'57"E	165.02'
L26	S43°55'01"W	40.01'
L27	S46°04'59"E	130.02'
L28	S64°28'23"W	42.73'
L29	S51°51'20"W	52.64'
L30	S52°23'56"W	56.22'
L31	S60°11'51"W	68.94'
L32	S15°14'18"E	160.08'
L33	S25°55'43"E	40.16'
L34	S30°58'41"E	50.01'
L35	S59°01'19"W	85.38'
L36	S66°27'07"W	50.34'

LINE TABLE		
LINE	BEARING	DISTANCE
L37	S23°07'38"E	50.01'
L38	S30°07'38"E	144.59'
L39	N66°52'22"E	111.13'
L40	N23°07'38"W	100.25'
L41	S74°45'42"W	121.28'
L42	N74°45'42"E	121.28'
L43	N15°14'18"W	90.27'
L44	S23°07'38"E	100.25'
L45	N30°07'38"W	31.90'
L46	S64°50'26"W	90.01'
L47	S46°04'59"E	90.01'
L48	N46°04'59"W	90.01'
L49	S64°50'26"W	3.52'
L50	S25°09'34"E	48.37'
L51	S15°14'18"E	82.72'
L52	N43°55'01"E	83.15'
L53	S43°55'01"W	83.15'
L54	S67°45'42"W	27.68'

LINE TABLE		
LINE	BEARING	DISTANCE
L55	S30°07'38"E	37.67'
L56	N64°50'26"E	4.13'
L57	S64°50'26"W	3.52'
L58	S23°07'38"E	19.72'
L59	S63°52'22"W	40.01'
L60	S23°07'38"E	5.28'
L61	S66°52'22"W	80.01'
L62	N66°52'22"E	80.01'
L63	N76°27'27"E	48.10'
L64	N09°47'30"W	80.13'
L65	N15°14'18"W	63.43'
L66	S74°45'42"W	40.01'
L67	S15°14'18"E	24.99'
L68	S74°45'42"W	80.01'
L69	N15°14'18"W	69.97'
L70	S74°45'42"W	40.01'
L71	N15°14'12"W	101.04'
L72	N68°06'26"E	164.23'

LINE TABLE		
LINE	BEARING	DISTANCE
L73	N15°14'18"W	100.01'
L74	S60°03'18"W	64.63'
L75	N60°14'18"W	27.61'
L76	S15°14'18"E	40.01'
L77	S15°14'18"E	40.01'
L78	N15°14'18"W	45.01'
L79	N15°14'18"W	45.01'
L80	N64°50'26"E	50.01'
L81	N58°18'21"E	41.22'
L82	N70°04'24"E	61.96'
L83	N56°10'38"E	39.36'
L85	S23°56'35"E	50.01'
L86	S23°56'35"E	40.01'
L87	S23°56'35"E	40.01'
L88	S19°19'23"E	40.38'
L89	S15°14'18"E	40.01'
L90	S15°14'18"E	40.01'
L91	S15°14'18"E	40.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L92	S15°14'18"E	40.01'
L93	S15°14'18"E	40.01'
L94	N15°14'18"W	44.28'
L95	N15°14'18"W	45.01'
L96	N15°14'18"W	45.01'
L97	N15°14'18"W	45.01'
L98	S15°14'18"E	20.73'
L99	S19°19'23"E	40.38'
L100	S23°56'35"E	40.01'
L101	S23°56'35"E	40.01'
L102	S23°56'35"E	50.01'
L103	S59°52'26"W	642.05'
L104	N66°52'22"E	6.23'
L105	S46°25'12"E	50.03'

 <p>Professional Land Surveying, Inc. Surveying and Mapping</p> <p>3500 McCall Lane Austin, Texas 78744 512-443-1724 Firm No. 10124500</p>	<p>PROJECT NO.: 1434-001</p> <p>DRAWING NO.: 1434-001-PLS2P2</p> <p>PLOT DATE: 06/02/2022</p> <p>PLOT SCALE: 1"=100'</p> <p>DRAWN BY: RGH</p>
	<p><b>SHEET</b> <b>02 OF 04</b></p>



FINAL SUBDIVISION PLAT:  
HYMEADOW SECTION TWO,  
PHASE TWO  
HAYS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 33.411 ACRES IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 90.264 ACRE TRACT OF LAND CONVEYED IN THE SPECIAL WARRANTY DEED FROM K MARCOS, LLC, TO CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, DOING BUSINESS AS BROHN PROPERTIES GROUP, INC., OF RECORD IN DOCUMENT NO. 19005818, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (OPRHCT), AS SEVERED FROM THAT CERTAIN 331.552 ACRE TRACT CONVEYED TO K MARCOS, LLC, A TEXAS LIMITED LIABILITY COMPANY, IN A WARRANTY DEED WITH VENDOR'S LIEN, DATED NOVEMBER 30, 2018, AND RECORDED IN INSTRUMENT NO. 18042121, OPRHCT; SAID 33.411 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "CHAPARRAL BOUNDARY" cap found on the northwesterly right\_of\_way line of State Highway 21 (right\_of\_way width varies), being the southeast corner of said 331.552 acre tract, and being the most southerly corner of said 90.264 acre tract and herein; and from point, a type one concrete highway monument for an angle point in the northwesterly line of said State Highway 21 bears South 59°52'26" West, a distance of 642.05 feet;

THENCE with the southwest line of said 90.264 acre tract and the northeast line of said 331.552 acre tract, the following two (2) courses and distances:

- 1.North 20°54'09" West, a distance of 586.34 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 2.North 11°40'48" West, 411.86 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for the most westerly corner herein, from which a 1/2" rebar with "CHAPARRAL BOUNDARY" cap found for angle point in said common line bears North 11°40'48" West, a distance of 120.60 feet,

THENCE leaving said common line and crossing said 90.264 acre tract, the following twenty-seven (27) courses and distances:

- 1.North 64°50'26" East, a distance of 382.13 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 2.South 25°09'34" East, a distance of 45.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 3.South 64°50'26" West, a distance of 115.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 4.South 25°09'34" East, a distance of 40.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 5.South 20°05'02" East, a distance of 51.69 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 6.North 74°45'42" East, a distance of 115.02 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 7.North 15°14'18" West, a distance of 15.26 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 8.North 74°45'42" East, a distance of 50.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 9.South 15°14'18" East, a distance of 15.26 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 10.North 74°45'42" East, a distance of 115.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 11.North 15°14'18" West, a distance of 40.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 12.North 23°23'09" West, a distance of 60.36 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 13.North 25°09'34" West, a distance of 40.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 14.South 64°50'26" West, a distance of 115.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 15.North 25°09'34" West, a distance of 45.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 16.North 64°50'26" East, a distance of 115.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 17.North 25°09'34" West, a distance of 300.04 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 18.North 64°50'26" East, a distance of 90.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the left,
- 19.With said curve to the left, having a radius of 25.00 feet, a delta angle of 90°00'00", an arc length of 39.28 feet, and a chord which bears North 19°50'26" East, a distance of 35.36 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set at the end of said curve,
- 20.North 64°50'26" East, a distance of 50.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the left,
- 21.With said curve to the left, having a radius of 25 feet, a delta angle of 90°00'00", an arc length of 39.28 feet, and a chord which bears South 70°09'34" East, a distance of 35.36 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature to the left,
- 22.With said curve to the left, having a radius of 245.00 feet, a delta angle of 21°53'38", an arc length of 93.62 feet, and a chord which bears North 54°50'26" East, a distance of 93.05 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 23.North 43°55'01" East, a distance of 11.30 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 24.North 46°04'59" West, a distance of 50.75 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 25.North 17°26'46" West, a distance of 44.27 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 26.North 09°22'43" East, a distance of 44.81 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set, and
- 27.North 43°55'01" East, a distance of 892.53 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for the most northerly corner of the herein described tract, and being in a south westerly line of said 331.552 acre tract;

THENCE with the northeasterly line of said 90.264 acre tract and the southwesterly line of said 331.552 acre tract, the following four (4) courses and distances:

- 1.South 46°06'04" East, 344.32 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap found,
- 2.South 46°25'12" East, a distance of 50.03 feet to 1/2" rebar with "CHAPARRAL BOUNDARY" cap found,
- 3.South 43°34'49" West, a distance of 2.23 feet to 1/2" rebar with "CHAPARRAL BOUNDARY" cap found,
- 4.South 46°04'37" East, a distance of 110.42 feet to 1/2" rebar with "CHAPARRAL BOUNDARY" cap found, and
- 5.South 47°03'02" East, a distance of 55.30 feet to 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a northeasterly corner of the herein described tract;

THENCE leaving said line and crossing said 90.264 acre tract the following eighteen (18) courses and distances:


- 1.South 43°55'01" West, a distance of 1031.64 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 2.South 46°04'57" East, a distance of 165.02 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 3.South 43°55'01" West, a distance of 40.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 4.South 46°04'59" East, a distance of 130.02 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 5.South 64°28'23" West, a distance of 42.73 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 6.South 51°51'20" West, a distance of 52.64 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 7.South 52°23'56" West, a distance of 56.22 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 8.South 60°11'51" West, a distance of 68.94 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 9.South 15°14'18" East, a distance of 160.08 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 10.South 25°55'43" East, a distance of 40.16 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 11.South 30°58'41" East, a distance of 50.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 12.South 59°01'19" West, a distance of 85.38 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the right,
- 13.With said curve to the right, having a radius of 25.00 feet, a delta angle of 90°51'02", an arc length of 39.65 feet, and a chord which bears North 75°33'09" West, a distance of 35.62 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the right,
- 14.South 66°27'07" West, a distance of 50.34 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the right,
- 15.With said curve to the right, having a radius of 25.00 feet, a delta angle of 97°00'00", an arc length of 42.33 feet, and a chord which bears South 18°22'22" West, a distance of 37.45 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 16.South 23°07'38" East, a distance of 50.01 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set,
- 17.North 66°52'22" East, a distance of 6.23 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for a point of curvature for a curve to the right
- 18.With said curve to the right, having a radius of 25.00 feet, a delta angle of 83°00'00", an arc length of 36.22 feet, and a chord which bears South 71°37'38" East, a distance of 33.14 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set, and
- 19.South 30°07'38" East, a distance of 144.59 feet to a 1/2" rebar with "CHAPARRAL BOUNDARY" cap set for the most easterly corner of the herein described tract, also being in the southeast line of said 90.264 acre tract, and also being the northwest line of said State Highway 21;

THENCE South 59°52'26" West, with the common line of said 90.264 acre tract and said State Highway 21, a distance of 745.05 feet to the POINT OF BEGINNING, containing 33.411 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone (4204), US Survey Feet; based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS) for Chaparral control point "P941".

NOTES:

- 1. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY SPECIFICATIONS.
- 2. TYPICAL LOT SIZE 40'X115'
- 3. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
- 4. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725. SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORTS BY BINKLEY & BARFIELD, INC. DATED DECEMBER 2019 FOR HYMEADOW PRE AND POST DEVELOPMENT FLOWS.
- 5. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
- 6. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705. SUBCHAPTER 8.03.
- 7. THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINES WHICH FLOW INTO A LIFT STATION. THEN THE WASTEWATER WILL FLOW THROUGH A FORCE MAIN TO THE WASTEWATER TREATMENT PLANT ON THE SOUTH SIDE OF HEMPHILL CREEK.
- 8. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY ESD #5 AND HAYS CISD.
- 9. A 10 FOOT-WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY.
- 10. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: DELTA CREST, ALTERRA WAY, IVY PASSAGE, LINNET LANE. HAYWOOD MANOR, TEMPEST TRAIL, JADE STREET, ESTALLO WAY, AND STATE HIGHWAY 21. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 11. FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0415F, DATED SEPTEMBER 02, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS. NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
- 12. THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
- 13. UTILITY INFORMATION:  
WATER: MAXWELL W.S.C.  
SEWER: AQUA TEXAS, INC.  
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE
- 14. THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS ETJ.
- 15. LOT 36, BLOCK A, LOT 31 AND 32, BLOCK B, ARE OPEN SPACE LOTS TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THESE LOTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 16. ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
- 17. THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR HYMEADOW SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER.
- 18. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES AND OPEN SPACE DRAINAGE WAYS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 19. LOT 6, BLOCK H IS AN AMENITY CENTER TO BE DEDICATED TO THE HOMEOWNERS ASSOCIATION AND WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 20. PARKLAND DEVELOPMENT FEE HAS BEEN ADDRESSED IN PICP PERMIT No. 2021-34629.
- 21. SIDEWALKS ARE REQUIRED ON BOTH SIDES OF ALL STREETS AT THE TIME OF DEVELOPMENT.
- 22. CORNER LOTS LOCATED ALONG ALTERRA WAY SHALL NOT TAKE ACCESS FROM ALTERRA WAY. DRIVEWAY FOR THESE LOTS SHALL BE LOCATED ALONG THE PROPERTY LINE AWAY FROM ALTERRA WAY.
- 23. THIS DEVELOPMENT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.
- 24. THIS SUBDIVISION IS NOT LOCATED WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.



Professional Land Surveying, Inc.  
Surveying and Mapping

3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.:  
1434-001

DRAWING NO.:  
1434-001-PLS2P2

PLOT DATE:  
06/02/2022

PLOT SCALE:  
1"=100'

DRAWN BY:  
RGH

SHEET  
03 OF 04

FINAL SUBDIVISION PLAT:  
HYMEADOW SECTION TWO,  
PHASE TWO  
HAYS COUNTY, TEXAS

OWNER’S ACKNOWLEDGEMENT AND DEDICATION STATEMENT:

THAT CLAYTON PROPERTIES GROUP, INC. A TENNESSEE CORPORATION, DOING BUSINESS IN TEXAS AS BROHN HOMES BY AND THROUGH ADAM BOENIG, VICE PRESIDENT, DOING BUSINESS IN TEXAS AS BROHN HOMES: BY AND THROUGH ADAM BOEING, VICE PRESIDENT AS OWNER OF THE REMAINDER OF THAT 90.264 ACRE TRACT SITUATED IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 33.411 ACRES AS DESCRIBED IN THE ACCOMPANYING METES AND BOUNDS DESCRIPTION, AND HEREBY ADOPT THIS PLAT DESIGNATING THE TRACT AS FINAL SUBDIVISION PLAT:

HYMEADOW SECTION TWO, PHASE TWO,

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE RIGHTS OF WAY, PUBLIC USE AREAS AND OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED; THAT NO BUILDINGS, FENCES OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE SAID EASEMENTS, EXCEPT AS MAY BE PERMITTED BY THE SAID CITY; THAT SAID EASEMENTS MAY BE FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES SERVING THE PROPERTY, UNLESS AN EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, WITH ALL USES BEING SUBORDINATE TO THAT OF THE CITY OF SAN MARCOS’S; THAT THE SAID CITY AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS, WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS LOCATED WITHIN SAID EASEMENTS; AND THAT THE SAID CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS TO AND EGRESS FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE; AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION  
BROHN HOMES, ITS SUBSIDIARY

\_\_\_\_\_, VICE PRESIDENT

CLAYTON PROPERTIES GROUP, INC.  
ADAM BOENIG, VICE PRESIDENT  
6720 VAUGHT RANCH RD.  
AUSTIN, TX 78730

STATE OF TEXAS:  
COUNTY OF \_\_\_\_\_:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

\_\_\_\_\_  
MY COMMISSION EXPIRES ON:

SURVEYOR’S CERTIFICATION:

I, BRYAN D. NEWSOME, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. (Per “The Board of Professional Engineers and Land Surveyors” Texas Administrative Code, Title 22 - Part 6, Chapter 138, Subchapter B, Rule §138.33, (e))

BRYAN D. NEWSOME, R.P.L.S. NO. 5657  
REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
3500 McCALL LANE  
AUSTIN, TX 78744  
(512) 443–1724  
TBPLS FIRM NO. 10124500

ENGINEER’S CERTIFICATION:

I, DAVID CALABUIG, SR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
DAVID CALABUIG, SR., P.E. NO. 92786  
REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS  
BINKLEY & BARFIELD, INC.  
2401 DOUBLE CREEK DRIVE, SUITE 200  
ROUND ROCK, TEXAS 78664  
(512) 292–0006  
TBPE FIRM REGISTRATION NO. F–257

HAYS COUNTY  
CERTIFICATE OF APPROVAL:

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

\_\_\_\_\_  
MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY WATER/ WASTEWATER NOTE:

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

\_\_\_\_\_  
ERIC VAN GAASBEEK, R.S., C.F.M.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

\_\_\_\_\_  
MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

CITY OF SAN MARCOS:  
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE \_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_\_\_ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

\_\_\_\_\_  
C.I.P. ENGINEERING \_\_\_\_\_ DATE

\_\_\_\_\_  
DIRECTOR \_\_\_\_\_ DATE  
PLANNING AND DEVELOPMENT SERVICES

\_\_\_\_\_  
RECORDING SECRETARY \_\_\_\_\_ DATE


\_\_\_\_\_  
CHAIRMAN \_\_\_\_\_ DATE  
PLANNING AND ZONING COMMISSION

STATE OF TEXAS:  
COUNTY OF HAYS:

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, AT \_\_\_\_\_ O’CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_A.D., 20\_\_\_\_\_.

\_\_\_\_\_  
ELAINE H. CARDENAS  
COUNTY CLERK



Professional Land Surveying, Inc.  
Surveying and Mapping

3500 McCall Lane  
Austin, Texas 78744  
512–443–1724  
Firm No. 10124500

PROJECT NO.:  
1434–001

DRAWING NO.:  
1434–001–PLS2P2

PLOT DATE:  
06/02/2022

PLOT SCALE:  
1”=100’

DRAWN BY:  
RGH

SHEET  
04 OF 04

REQUIRED FORMAT

BOND # 70NGP200080

KNOW ALL MEN BY THESE PRESENTS, That we, CLAYTON PROPERTIES GROUP, INC DBA BROHN HOMES, as Principal, and National Indemnity Company, a Corporation of the State of Nebraska, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of TWO MILLION, THREE HUNDRED FIVE THOUSAND, FOUR HUNDRED AND FOUR DOLLARS AND NINE CENTS (\$2,305,404.09) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the Principal to post fiscal surety for the following purpose:

To insure completion of roadway and drainage improvements as itemized by the Hymeadow Section 2, Phase 2 Subdivision Fiscal Estimate in connection with the HYMEADOW SECTION 2, PHASE 2 SUBDIVISION.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 6<sup>TH</sup> day of SEPTEMBER, 2022.

[Signature]  
PRINCIPAL

BY: VICE PRESIDENT  
Authorized Signature

6720 VAUGHN RANCH RD.  
Mailing Address

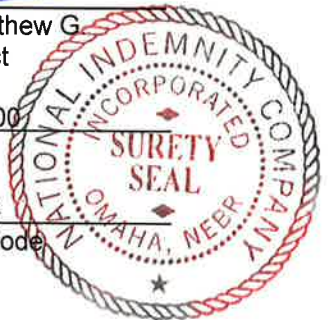
AUSTIN, TX. 78730  
City, State & Zip Code

National Indemnity Company  
SURETY

BY: [Signature]  
Authorized Signature, Matthew G. Grantham Attorney-In-Fact

1314 Douglas Street, Suite 1400  
Mailing Address

Omaha, Nebraska 68102-1944  
City, State & Zip Code





# POWER-OF-ATTORNEY

## NATIONAL INDEMNITY COMPANY

1314 DOUGLAS STREET, SUITE 1400, OMAHA, NEBRASKA 68102-1944

(402) 916-3000

70NGP200080

KNOW ALL MEN BY THESE PRESENTS: This Power-of-Attorney is not valid unless attached to the duly-executed bond that it authorizes. This Power-of-Attorney specifies **THE AUTHORITY OF THE ATTORNEY-IN-FACT** and **THE LIABILITY OF NATIONAL INDEMNITY COMPANY, WHICH SHALL NOT EXCEED:**

**TWO MILLION, THREE HUNDRED FIVE THOUSAND,  
FOUR HUNDRED FOUR AND 09/100 DOLLARS  
(\$ 2,305,404.09)**

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, State of Nebraska, does hereby make, constitute and appoint Matthew G. Grantham in the City of Omaha, County of Douglas, State of Nebraska, its true and lawful attorney-in-fact, at Omaha, in the State of Nebraska, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds and undertakings, provided that the liability of the Company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

### THIS POWER VOID IF ALTERED OR ERASED

The acknowledgement and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly-elected officers of this Company.

This Power of Attorney is granted, and is signed and sealed by original signature, under and by the authority of the following Resolution adopted by the Executive Committee, as duly authorized by the Board of Directors of NATIONAL INDEMNITY COMPANY, at a meeting duly called and held on the 15th day of March, 2017:

RESOLVED, That the President, any Vice President or the Secretary shall have the power and authority to (1) appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

FURTHER RESOLVED, That any Surety Administrator or Surety Underwriter shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company any license bond with a limit of \$10,000 or less.

FURTHER RESOLVED, That any Surety Administrator shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company (1) any bond, except an appeal bond, with a limit of \$10,000 or less and (2) any license bond with a limit of \$50,000 or less.

In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its Senior Vice President this 31st day of August, 2022.

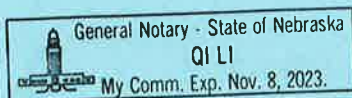
NATIONAL INDEMNITY COMPANY



BY Thomas L. Young  
(Name) Thomas L. Young  
(Title) Senior Vice President

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.:

On this 31st day of August, 2022, before me, a Notary Public, personally appeared Thomas L. Young, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Senior Vice President of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



2h.  
Notary Public, Nebraska

1. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.
2. THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES.

This Power Can Only Be Used In The State of: TEXAS  
This Power Can Only Be Used For The Following Obligor(s): HAYS COUNTY, TEXAS  
Bond Title or Description: PERFORMANCE BOND: HYMEADOW SECTION 2, PHASE 2 SUBDIVISION  
Principal or case reference: CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Ingalsbe

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#### **Agenda Item**

Discussion and possible action to consider the release of the Letter of Credit #SBPTX303415 for revegetation efforts in the amount of \$15,938.03 for El Dorado subdivision. **INGALSBE/BORCHERDING**

#### **Summary**

Staff recommends the release of the Letter of Credit for revegetation efforts that was issued for El Dorado subdivision as a result of our latest inspection verifying 70%+ vegetative coverage of all disturbed areas within the County ROW.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Colby Machacek, County Planner

**Sponsor:**

Commissioner Ingalsbe

---

#### **Agenda Item**

PLN-1868-NP; Discussion and possible action regarding the final determination for the Quinta Subdivision Plat (5 lots). **INGALSBIE/MACHACEK**

#### **Summary**

Quinta Subdivision is a proposed 5 lot subdivision across 7.80 acres located off of Mathias Lane in Kyle and in Precinct 1.

Water service will be provided by Goforth Water Supply Corporation, a public surface water provider, and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

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#### **Attachments**

Plat

Location Map

Cover Letter

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, CARLOS DANIEL GUZMAN RIVERO AND ELIANA NAVARRO SALDANA, OWNERS OF 2.90 ACRES IN THE SAMUEL LITTLE SURVEY, ABSTRACT 286, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED JANUARY 7, 2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21000986 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS QUINTA SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

CARLOS DANIEL GUZMAN RIVERO, ONWER  
512 TWISTED OAKS  
BUDA, TEXAS 78610

ELIANA NAVARRO SALDANA, OWNER  
512 TWISTED OAKS  
BUDA, TEXAS 78610

STATE OF TEXAS\*  
COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARLOS DANIEL GUZMAN RIVERO AND ELIANA NAVARRO SALDANA TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, MARIA JAIMES, SARA CASTRO AND URIEL AVILA, OWNERS OF 1.00 ACRE IN THE SAMUEL LITTLE SURVEY, ABSTRACT 286, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED JANUARY 14, 2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21002280 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS QUINTA SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

MARIA JAIMES, OWNER  
2154 MATHIAS LANE  
KYLE, TEXAS 78640

SARA CASTRO, OWNER  
2154 MATHIAS LANE  
KYLE, TEXAS 78640

URIEL AVILA, OWNER  
2154 MATHIAS LANE  
KYLE, TEXAS 78640

STATE OF TEXAS\*  
COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA JAIMES, SARA CASTRO AND URIEL AVILA KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, CHRISTOPHER KYLE VOCHOSKA AND ANAYELI POSADA ESTRADA, OWNERS OF THE REMAINING PORTION OF 2.23 ACRES IN THE SAMUEL LITTLE SURVEY ABSTRACT NUMBER 286, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED OCTOBER 18, 2019, AND RECORDED IN HAYS COUNTY RECORDS INSTRUMENT NUMBER 19038644 THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS QUINTA SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

CHRISTOPHER KYLE VOCHSKA, OWNER  
2385 MATHIAS LANE  
KYLE, TEXAS 78640

ANAYELI POSADA ESTRADA, OWNER  
2385 MATHIAS LANE  
KYLE, TEXAS 78640

STATE OF TEXAS\*  
COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHRISTOPHER KYLE VOCHOSKA AND ANAYELI POSADA ESTRADA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, FELIPE MACEDO CARRENO, OWNER OF 2.92 ACRES IN THE SAMUEL LITTLE SURVEY ABSTRACT NUMBER 286, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED DECEMBER 31, 2020, AND RECORDED IN HAYS COUNTY RECORDS INSTRUMENT NUMBER 21000081 THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS QUINTA SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

FELIPE MACEDO CARRENO, OWNER  
1860 MATHIAS LANE  
KYLE, TEXAS 78640

STATE OF TEXAS\*  
COUNTY OF HAYS\*

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF NEIDERWALD EXTRA-TERRITORIAL JURISDICTION AS OF THIS DATE: \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_A.D.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE COUNCIL OF THE CITY OF NEIDERWALD, TEXAS ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_A.D.

MAYOR  
REYNELL SMITH

DATE

STATE OF TEXAS \*  
COUNTY OF HAYS \*

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

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER \_\_\_\_\_

ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

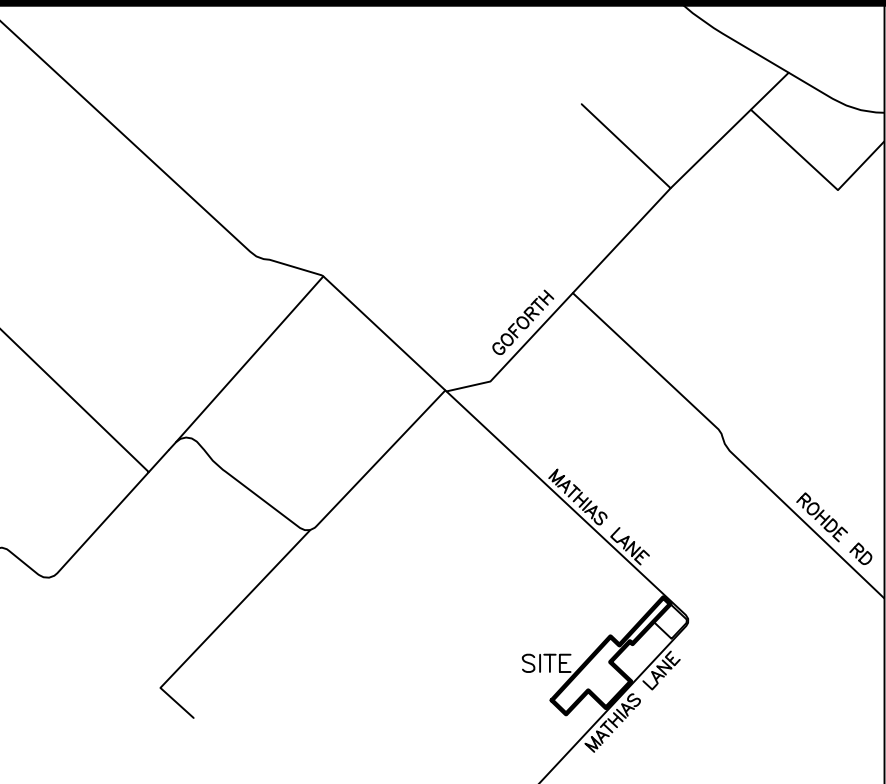
REGISTERED PROFESSIONAL LAND SURVEYOR  
DAVID C. WILLIAMSON, R.P.L.S. NO. 4190



## SURVEYING

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

**QUINTA SUBDIVISION**  
BEING 7.82 ACRES, IN THE SAMUEL LITTLE  
SURVEY NUMBER 8, ABSTRACT NUMBER 286,  
HAYS COUNTY, TEXAS



VICINITY MAP - 1"=2000'

### SURVEYORS NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0293F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT. THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
- ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS INDEPENDENT SCHOOL DISTRICT.
- A PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF NIEDERWALD EXTRA TERRITORIAL JURISDICTION.
- THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 5 AND 9.
- MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
- THIS SUBDIVISION LIES WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
- ALL LOTS SERVED BY SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PUPOSES OF THIS PARAGRAPH.
- THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.

### LEGEND



HAYS COUNTY DEED, REAL PROPERTY  
OR OFFICIAL PUBLIC RECORDS



HAYS COUNTY  
PLAT RECORDS

- ☒ 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- ☐ 1/2" IRON ROD FOUND OR DIAMETER NOTED
- ☒ 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "LEOS" OR NOTED
- ☒ ANGLE IRON FOUND
- BSL BUILDING SETBACK LINE

### LOT SIZE CATEGORIES

TOTAL AREA = 7.82  
TOTAL NUMBER OF LOTS = 5  
AVERAGE LOT SIZE = 1.564  
NUMBER OF LOTS OVER 10 ACRES =0  
NUMBER OF LOTS 5 - 10 ACRES =0  
NUMBER OF LOTS 2 - 5 ACRES =1  
NUMBER OF LOTS 1 - 2 ACRES =4  
NUMBER OF LOTS LESS THAN 1 ACRE =0

UTILITIES:  
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE  
WATER-GOPORTH WATER SUPPLY  
SEWER-PRIVATE SEWAGE FACILITIES

### DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

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

### WATER UTILITY PROVIDER:

COMPANY:\_\_\_\_\_

NAME & TITLE:\_\_\_\_\_

DATE:\_\_\_\_\_

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

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

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

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

DATE

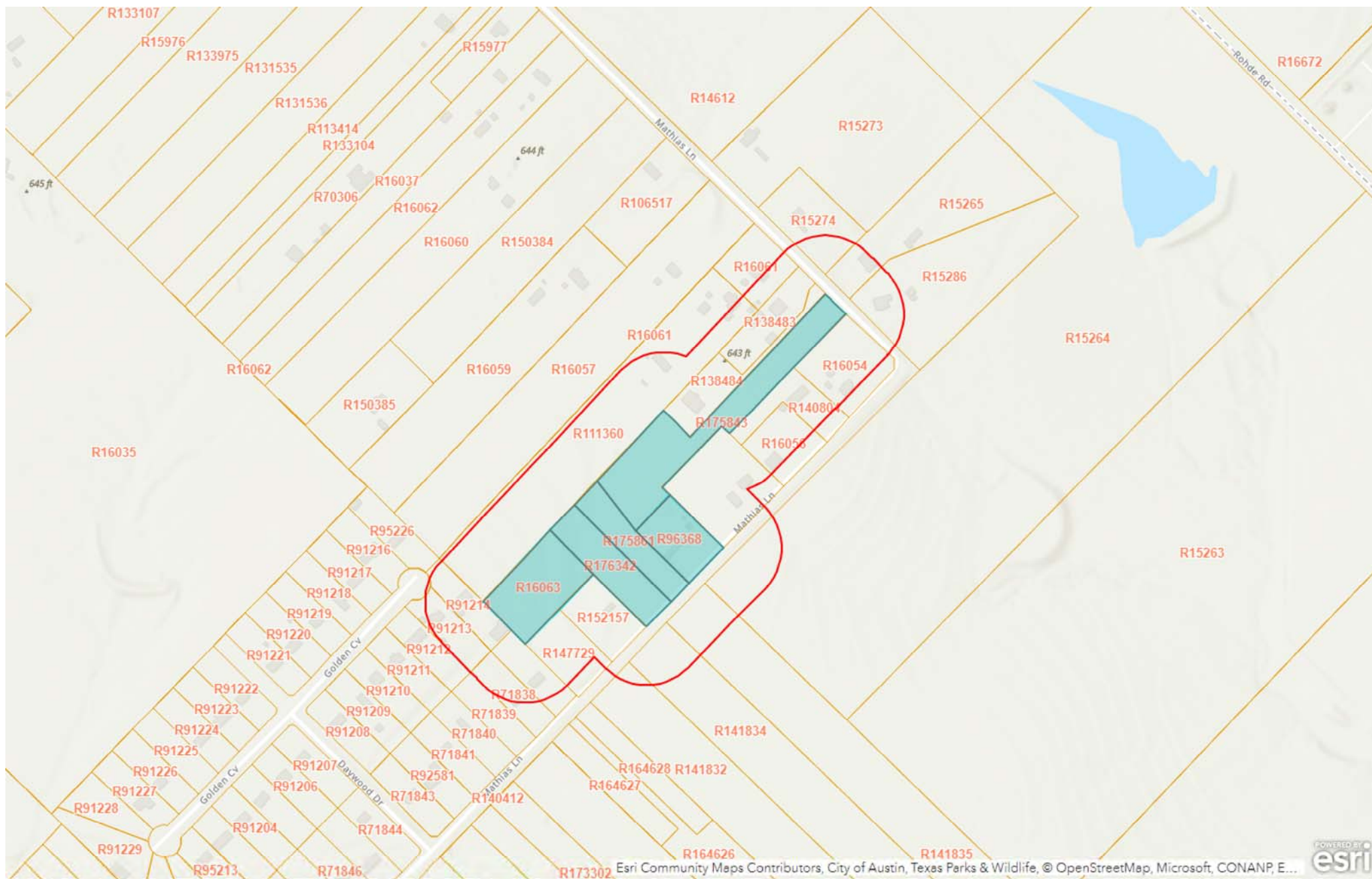
MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

DATE

CLIENT: POSADA, ANA  
DATE: 3/9/2020  
OFFICE: PRADO  
CREW: K. SMITH, PRADO, C. SMITH  
FB/PG: 777/48  
PLAT NO. 27752-20-c

SAVANNAH RIDGE  
SUBDIVISION,  
SECTION TWO LOT 30

SAVANNAH RIDGE  
SUBDIVISION,  
SECTION ONE LOT 1





## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** September 20<sup>th</sup>, 2022

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Development Services Director

**Sponsoring Court Member:** Commissioner Debbie Ingalsbe, Precinct 1

### **AGENDA ITEM LANGUAGE:**

PLN-1868-NP; Discussion and possible action regarding the final determination for the Quinta Subdivision Plat (5 lots).

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) Quinta Subdivision is a proposed 5 lot subdivision across 7.80 acres and located off of Mathias Lane in Kyle and in Precinct 1.

Water service will be provided by Goforth Water Supply Corporation, a public surface water provider, and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

### **STAFF COMMENTS:**

Staff has completed review for the Quinta Subdivision pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. The application has no variances requested and has full staff recommendation.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

Subdivision Plat



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 09/20/2022

Requested By:

T. Crumley

Sponsor:

Commissioner Shell

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#### Agenda Item

Hold a public hearing in accordance with Section 293.101 of the Texas Health and Safety Code, to discuss, consider, and take appropriate action on the proposed mandatory payment rate to be assessed on institutional healthcare providers in fiscal year (FY) 2023 pursuant to the County Health Care Provider Participation Program. **SHELL/T.CRUMLEY**

#### Summary

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

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

Notice of the Public Hearing has been posted in accordance with 293.101 of the Texas Health and Safety Code.

During the hearing, the Court will set the fiscal year 2022 assessment rate, consider the approval of the amount of payments for each hospital as determined by 293.151 THSC and consider other issues related to the program.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

**Sponsor:**

Commissioner Ingalsbe

**Co-Sponsor:**

Commissioner Jones

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Emergency Services District #5 regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE/JONES**

**Summary:**

Funds can only be used by Grantee for working capital to mitigate and recover from the extraordinary expense and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement  
ESD#5 PW

**Fiscal Impact:**

Amount Requested: \$3,000,000

Line Item Number: 011-763-99-159.5600\_003

**Budget Office:**

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$3,000,000 - Increase ESD#5 Project Contributions 011-763-99-159.5600\_003

(3,000,000) - Decrease ARPA Operating 011-763-99-159.5301

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Project Contributions

New Revenue Y/N?: N/A

Comments:

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**Attachments**

ARPA Grant Agreement ESD 5  
ESD 5 PW

# **HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT**

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County (“Hays County”) and Beth Smith principal of Hays County Emergency Services District #5 (“Beneficiary”), located at 210 West Moore Street Kyle, TX 78640 on the date below written.

## **SECTION 1 – FUNDING**

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$3,000,000 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

## **SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT**

Grant funds may be used to mitigate Beneficiary’s financial hardship from the increased costs as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to recover the increased cost of their construction project and build additional capacity to mitigate the impacts of COVID-19 and future pandemics on disproportionately impacted populations.

## **SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS**

Funds are provided to Beneficiary to support continued operations of Beneficiary’s current Hays County business/special-purpose unit of local government /non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Beneficiary acknowledges that the use of Grant funds can only be used for working capital on their 127 High Road fire station construction project to mitigate and recover from the increased costs caused by the COVID-19 pandemic induced construction price escalation and to improve response times to impacted and disproportionately impacted populations. The use of grant funds



for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

Grantee certifies, warrants and represents that Beneficiary is in full compliance with and not delinquent in payment of any taxation to which Beneficiary is subject, Beneficiary is a special-purpose unit of local government or a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of September 20, 2022 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Beneficiary fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the COVID-19 pandemic.

Beneficiary will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Beneficiary will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Beneficiary certifies that all of the following statements are true:*

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Beneficiary is either:
  - A special-purpose unit of local government
  - A 501(c)(3); or
  - A 501(c)(19); or
  - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
  - A small business that has no more than 500 payroll employees as of July 14<sup>th</sup>, 2022.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.

- Beneficiary is not any of the following:
  - K-12 School
  - College or university
  - Library
  - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
  - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
  - Beneficiary certifies that 44 employees were employed by the business/special-purpose unit of local government/non-profit as of September 20, 2022.

#### **SECTION 4 - NONDISCRIMINATION CLAUSE**

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

#### **SECTION 5 – MISCELLANEOUS**

A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial

or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate this condition precedent to judicial or quasi-judicial action.

G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created September 20, 2022 through December 31, 2026.

## **SECTION 6 – PAYMENT**

A. Amount of Grant: The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of

completed project work, validation of actual expenditures and subject to compliance with the voucher procedures as described below.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Beneficiary submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the “Auditor”). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.**

BENEFICIARY: Hays County Emergency Services District #5

Owner Name: Beth Smith

Owner Title: President

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# HCTX104\_Emergency Service District #5

HAYS COUNTY ARPA SLFRF PROJECT

# HCTX104\_Emergency Service District #5

1	Emergency Service District #5 Overview .....	2
1.1	Designating a Public Health Impact .....	2
1.2	Designing a response to a pandemic harm.....	5
1.3	Program Summary .....	6
2	Comparative Analysis.....	6
2.1	Reasonableness & Proportionality.....	6
2.2	Comparison of Proposed Capital Project .....	7
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3.1	Final Rule.....	8
3.2	Disproportionately Impacted Communities .....	9
3.3	Special-Purpose Units of Government.....	10
3.4	Capital Expenditure .....	10

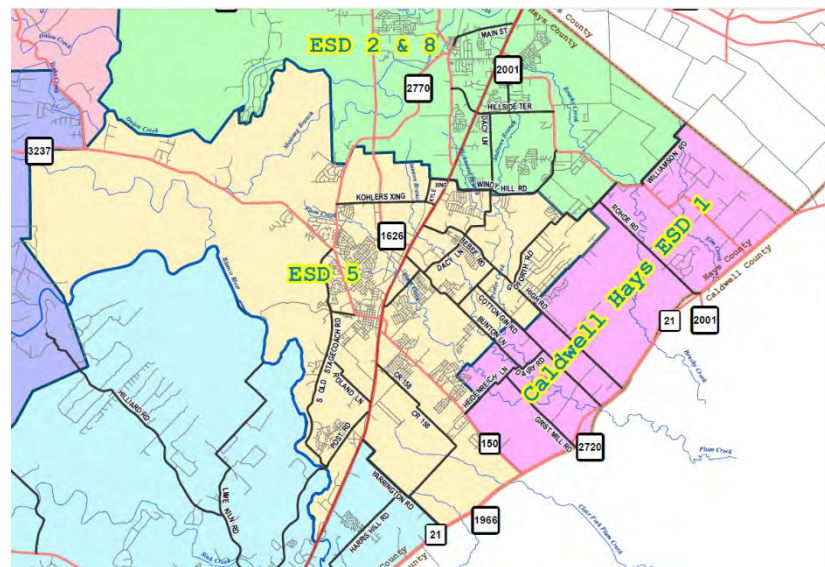
# 1 EMERGENCY SERVICE DISTRICT #5 OVERVIEW

## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hays County Emergency Services District #5 (ESD 5) is the political subdivision established by local voters for the purpose of raising money through ad valorem taxes on all real property located within the district. An emergency services district is a grassroots governmental entity that provides fire protection or emergency medical response (or a combination of the two) to Texans. ESD 5 provides fire and Emergency Medical Services (EMS) to residents of Hays County. Prior to October 1, 2012, ESD 5 contracted with the then Kyle Fire Department (KFD) and formally the Kyle Volunteer Fire Department (KVFD), to provide emergency response and fire protection services within the boundaries of ESD 5. On October 1, 2012, the ESD 5 acquired in whole the assets, property and personnel formally associated with the KFD.<sup>1</sup>

ESD 5's service area spans from the borders of Dripping Springs and Wimberly in the West to the Hays County line in the East. On its northern border is the Buda city limits. The southern border is the Blanco River and San Marcos city limits. The ESD 5 service area east of I-35 is where some of the lowest median income (\$45,610.01 - \$68,021.01) residents live in Hays County (Figure 2), along with the highest concentration of persons of Hispanic origins (Figure 3) and Black or African American (Figure 4)<sup>2</sup>.

Figure 1: ESD 5 Service Area



In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID-19 than White individuals, and Black individuals were 1.4 times more likely to do so than White individuals.<sup>3</sup> Recent data from the CDC shows that Black and Hispanic or Latino persons, respectfully, are 2.2 and 2.1 times more likely to be hospitalized for COVID-19 as well as 1.7 and 1.8 times more likely to die from the disease<sup>4</sup>. Rate ratios are compared to White, Non-Hispanic persons. A county-level statistical analysis spearheaded by Rice University has found that early deaths statewide in Texas were disproportionately concentrated in Black and Hispanic communities.<sup>5</sup>

<sup>1</sup> Hays County Emergency Services District #5 Kyle Fire Department Request for Proposal (RFP) for Audit Services

<sup>2</sup> Figures 2 through 4 are from <https://egis.hud.gov/cpdmaps/>

<sup>3</sup> Sebastian D. Romano et al., Trends in Racial and Ethnic Disparities in COVID-19 Hospitalizations, by Region—United States, March– December 2020

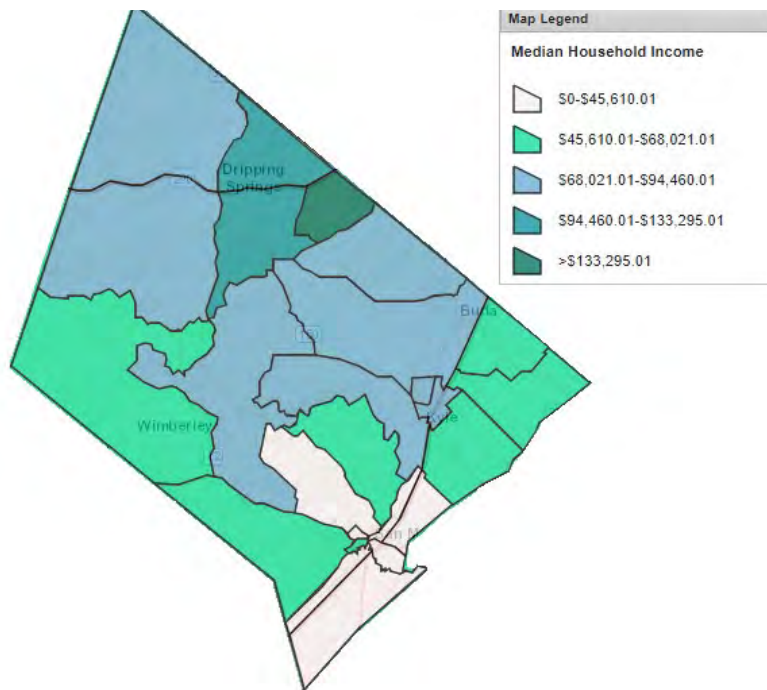
<sup>4</sup> [Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity | CDC](#)

<sup>5</sup> Race and ethnic minority, local pollution, and COVID-19 deaths in Texas | 2022



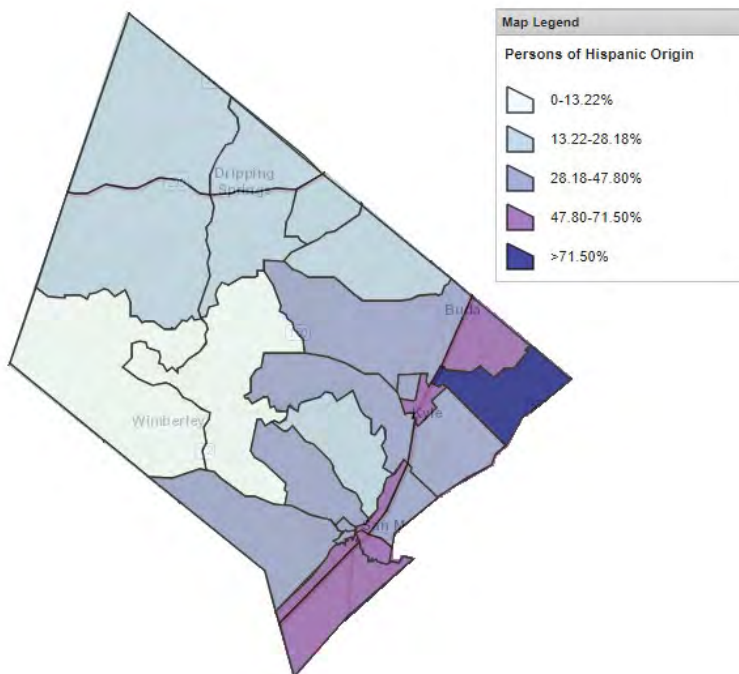
Between January 1, 2020, and July 1, 2021, ESD 5's response times for emergency services, including EMS, into 2010 Census Tract 109.07 (109.07) east of I-35 was in excess of ten minutes. In contrast the response time closer to Kyle Fire Station 1 and 2 located along I-35 could be under six minutes. This demonstrates the slower response times to the most vulnerable areas<sup>6</sup> of Hays County, as measured by the COVID-19 Community Vulnerability Index (CCVI), and the areas with the highest Hispanic populations, who account for 40.9%<sup>7</sup> of COVID-19 cases in the County.

Figure 2: Hays County Median Household Income



Further adding to the strain on ESD 5's resources is the mileage traveled to these distant locations. Fleet replacement is a major capital expense for EMS agencies. Many services have a defined time or mileage trigger that is used to determine when it's time to replace a vehicle. For light-duty chassis ambulances, regardless of if it's a pick-up truck/module (Type I) a van (Type II) or a van cutaway/module, services frequently replace vehicles at 250,000 miles or five years<sup>8</sup>. ESD 5's excess mileage traveling to underserved areas is adding to the district's expenses.

Figure 3: Persons of Hispanic Origin



Renovating the fire station at 127 High Road is a proposal to alleviate the impacts on ESD 5 by the public health emergency and servicing the

<sup>6</sup> [Surgo Precision for Covid](#)

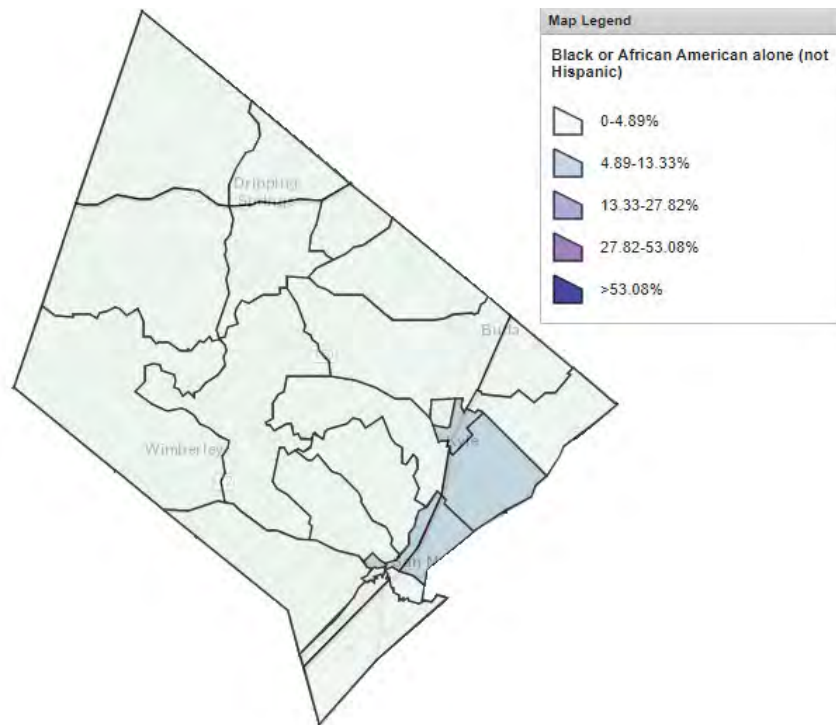
<sup>7</sup> [Hays County CISO COVID Stats](#)

<sup>8</sup> [Why Extending the Vehicle Replacement Cycles Makes Sense | EMS1](#)

disproportionately impacted concentrated in 109.07.

However, much media attention has been paid to the rising cost of materials and construction products due to global supply chain issues exacerbated by the pandemic. ESD 5's fire station project has been negatively impacted by these economic factors. Certain material prices were especially prone to wild fluctuations, such as steel (whose average costs more than doubled since the start of the pandemic) and lumber and plywood (whose price also doubled one year into the pandemic but has come back down). Other materials, like glass, drywall, and plastic construction products saw sharper price increases than other materials during this time. But price spikes were not simultaneous, and they didn't occur until well into the pandemic.

Figure 4: Black or African American alone



According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 39.2% higher in March 2022, continuing a staggering inflationary run that has characterized much of the pandemic.

Figure 5: Producer Price Index, March 2022

	1-Month % Change	12-Month % Change	% Change Since Feb 2020
Inputs to Construction	2.9%	24.4%	39.1%
Inputs to Nonresidential Construction	2.8%	25.0%	39.2%
Plumbing Fixtures and Fittings	0.5%	6.8%	9.0%
Fabricated Structural Metal Products	0.4%	36.0%	49.6%
Iron and Steel	1.4%	36.0%	90.1%
Steel Mill Products	-4.9%	42.9%	103.1%
Nonferrous Wire and Cable	4.4%	26.3%	48.1%
Softwood Lumber	7.6%	22.9%	136.2%
Concrete Products	0.2%	9.9%	12.8%
Prepared Asphalt, Tar Roofing & Siding Products	1.6%	22.6%	29.2%
Crude Petroleum	7.2%	62.2%	101.7%
Natural Gas	-30.1%	62.9%	201.2%
Unprocessed Energy Materials	-11.2%	58.7%	116.4%

Source: U.S. Bureau of Labor Statistics

The original cost estimate for the ESD 5's new fire station in September of 2021 was between \$3,225,000 to \$3,400,000. A July 2021 estimate had an estimate of \$4,731,00 on average.

## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

In an effort to improve response times and better serve a disproportionately impacted population in an underserved area of Hays County, ESD 5 is proposing renovating the ~8,203 square foot fire station at 127 High Road. The larger red dot on Figure 6 and Figure 7 represents the location of the improved station on land already owned by Hays County ESD 5. Note that High Road is the border for 109.07.

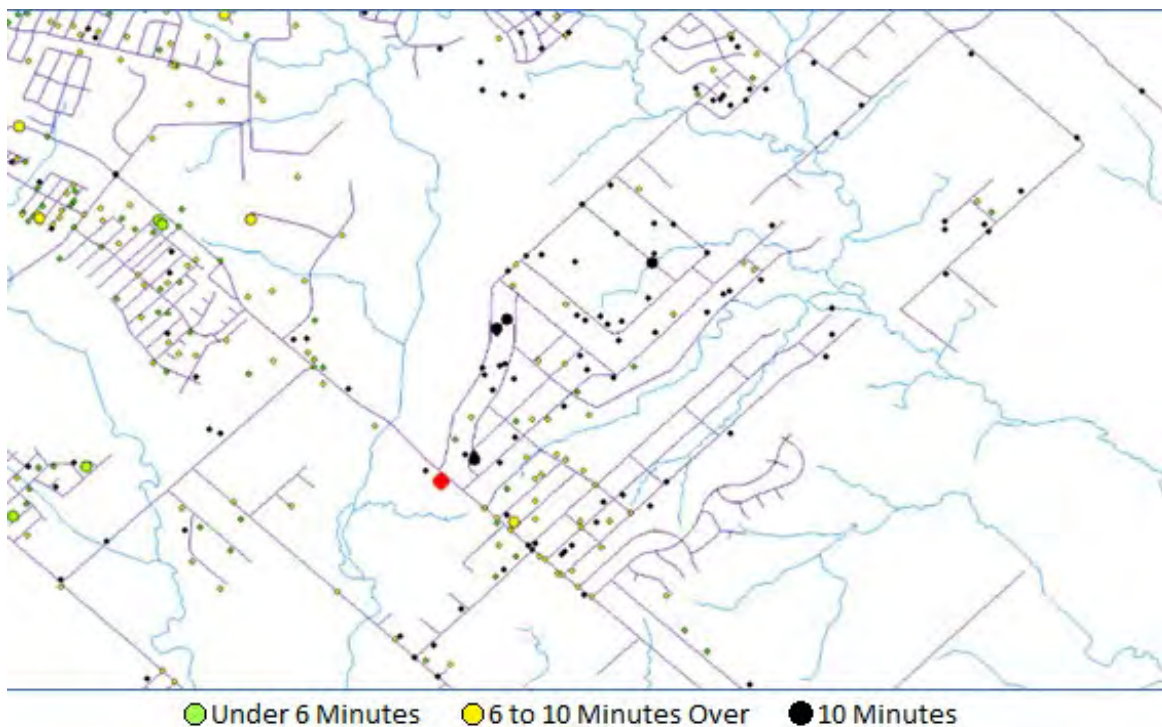
Figure 6: Fire Station Location



Figure 7 shows emergency responses between January 1, 2020 and July 1, 2021. The colors of the dots represent response times to the area. These only include emergency responses. All other responses were omitted.

The larger dots represent building fires responded to. The smaller ones are all other emergency responses, including emergency medical services. As shown, the majority of responses to the areas surrounding the proposed station location are over ten minutes, as denoted by the black dots. On

Figure 7: Emergency Response Times





average, a minute increase in response time increases mortality by between 8 and 17%.<sup>9</sup> Having a staffed station at the designated location would vastly improve services to a population disproportionately impacted by the public health emergency, drastically reducing response times to the area, increasing COVID-19 and future pandemic treatment capacity.

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate ESD 5's financial hardship from the increased costs caused by pandemic induced construction price escalation and the impact on ESD 5 in responding to the disease itself (COVID-19 mitigation and prevention) while simultaneously providing services to address health disparities of a disproportionately impacted population. Plans for the 127 High Road include sleeping area for 7 fire and EMS personnel, three apparatus bays to provide space for a fire engine, brush truck and San Marcos/Hays County EMS ambulance will greatly improve ambulance response times to the Uhland and Niederwald areas. Through a grant of \$3,000,000 to ESD 5 they will be able to:

- Recover the increased cost of their construction project; and
- Decrease response times to black, Hispanic, and low- or moderate-income households; and
- Increase maintenance cycles on response vehicles

### 1.3 PROGRAM SUMMARY

ESD 5 submitted an application for grant funds to Hays County for a pre-engineered metal building (PEMB) fire station with light gage steel mezzanine and emergency weather shelter and increased costs due to the pandemic. Plans for the station include sleeping area for 7 fire and EMS personnel, three apparatus bays to provide space for a fire engine, brush truck and San Marcos/Hays County EMS ambulance. The applicant provided the Order Implementing the Results the Special Election of June 21, 2003 converting to a district operating under Health and Safety Code Chapter 775. Emergency Services Districts to support the eligibility of ESD 5 as a beneficiary. Documentation supporting the pandemic induced increase in cost of the ESD 5 fire station are estimates of construction cost from 2021 and 2022. A cost analysis of the price increase and overall cost of the project was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined ESD 5 can demonstrate a pandemic related need up to \$7,067,700. ESD 5's award is \$3,000,000.

## 2 COMPARATIVE ANALYSIS

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### 2.1 REASONABLENESS & PROPORTIONALITY

According to the Bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices are 39.2% higher. ESD 5's fire station construction estimate change can be measured against this index. The original estimate for construction from September 2021 was \$3,225,000 to \$3,400,000. The July 2022 estimate increased

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<sup>9</sup> DO EMERGENCY MEDICAL SYSTEM RESPONSE TIMES MATTER FOR HEALTH OUTCOMES? | 2012

this price to \$4,631,000 on average, or between \$4,236,000 to \$5,226,000. The cost difference between the two averages is \$1,418,500, about a 42.8% increase roughly in line with the Bureau of Labor Statistics' 39.2%.

<b>Low Estimate</b>	<b>High Estimate</b>	<b>Average</b>	<b>Time</b>
\$3,225,000	\$3,400,000	\$3,312,500	9/15/2021
\$4,236,000	\$5,226,000	\$4,731,000	7/29/2022
\$1,011,000	\$1,826,000	\$1,418,500	Delta
		<b>42.8%</b>	<b>Percent Change</b>

EMS response time has an effect on health outcomes and life. On average, a minute increase in response time increases mortality by between 8 and 17%. A 1996 meta study determined that the incremental cost effectiveness for a 48-second improvement in response time in non-fire-based one-tiered systems (ALS) was \$368,000 per quality-adjusted life year (QALY).<sup>10</sup> The QALY is the basic unit used for health care cost-effective analysis and is equivalent to one year at full health for one individual, resulting from improved treatment. Adjusted for inflation that 48 seconds, or .8 minutes, is now \$706,150. The improvement of response times by 4 minutes in 2022 dollars would be worth \$3,530,750 per QALY.

<b>Incremental 48 Sec Decrease</b>	<b>Benefit/QALY</b>	<b>Inflation Adjustment<sup>11</sup></b>
0.8	\$368,000	\$706,150
1.6	\$736,000	\$1,412,300
2.4	\$1,104,000	\$2,118,450
3.2	\$1,472,000	\$2,824,600
4	\$1,840,000	\$3,530,750
4.8	\$2,208,000	\$4,236,900
5.6	\$2,576,000	\$4,943,050
6.4	\$2,944,000	\$5,649,200

The increase in costs supplied by ESD 5 are in line with the pandemic induced rise in construction cost. The decreased response time to the area of Hays County where most of the black, Hispanic, and low- or moderate-income households reside yields a benefit in-line with the cost of construction of the fire station. The grant amount requested is reasonable.

## 2.2 COMPARISON OF PROPOSED CAPITAL PROJECT

Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

<sup>10</sup> Cost-effectiveness analysis of potential improvements to emergency medical services for victims of out-of-hospital cardiac arrest | 1996

<sup>11</sup> [CPI Inflation Calculator](#)

### 2.2.1 ESD 8 Fire Station New Construction

The capital expenditure is in response to the need to decrease response times to a disproportionately impacted population. Renovating a fire station in the area of the impacted population to house EMS services solves this by staging ambulances closer to the areas where response time is higher. EMS has a shorter distance to travel in response to the call.

ESD 8 is building an improved property to establish its fire station on Lois Lane for a similar purpose. The building is planned to be ~9,357 square foot new purpose-built facility will be a combination of heavy and lightweight pre-engineered metal building, engineered and designed for 50 years of use. We will use the lower price from the Lois Lane 7/14/2021 estimate as a baseline of \$3,750,000. This yields a price of \$401 per square foot for Lois Lane.

The lower price from ESD 5's 9/15/2021 estimate was \$3,225,000 for a ~8,203 square foot fire station at 127 High Road. This yields a price of \$393 per square foot for 127 High Road. The difference in price per square foot is \$8, a nominal 2%.

### 2.2.2 Additional Ambulances

Advanced life support (ALS) ambulances are staffed by a paramedic, transport patients who require a higher level of medical monitoring. Patients who require ALS transport may include medical/surgical patients with continuous IV medicine, patients on a cardiac monitor, patients moving to a higher level of care, or patients on a chronic ventilator. The paramedics and EMTs who staff the ALS ambulances have a high level of training and are allowed to start IVs, administer medications, and give injections to help stabilize the patient on the way to a nearby trauma center.

Recent estimates from the San Marcos Hays County EMS place the cost of an ALS ambulance at \$398,397.50.<sup>12</sup> \$3,000,000 would equal approximately 7 ½ ALS ambulances. An increase in ALS ambulances could be effective in response to increased call volume. However, the purpose of this capital expenditure is to reduce response time to calls.

As noted above, a 48-second improvement in response time is \$706,150.05 per QALY. The equivalent value would be about 2 ALS ambulances, but those 2 ambulances would not decrease response time if launched from Kyle Fire Station 1 or 2. Therefore, the capital expenditure on ALS ambulances would yield a \$0 benefit to the goal of improved response time without a fire station closer to the disproportionately impacted population.

## 3 ELIGIBILITY

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### 3.1 FINAL RULE<sup>13</sup>

(b) Responding to the public health emergency or its negative economic impacts. A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in paragraph (b)(1) of this section or is enumerated in paragraph (b)(3) of this section; provided that, in the case of a use of funds for a capital expenditure under paragraphs (b)(1) or (b)(3) of

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<sup>12</sup> HCTX107\_EMS Ambulances PW

<sup>13</sup> [31 CFR 35.6\(b\)](#)

this section, the use of funds must also meet the criteria provided in paragraph (b)(4) of this section. Treasury may also articulate additional eligible programs, services, or capital expenditures from time to time that satisfy the eligibility criteria of this paragraph (b), which shall be eligible under this paragraph (b).

(1) Identifying eligible responses to the public health emergency or its negative economic impacts.

(i) A program, service, or capital expenditure is eligible under this paragraph (b)(1) if a recipient identifies a harm or impact to a beneficiary or class of beneficiaries caused or exacerbated by the public health emergency or its negative economic impacts and the program, service, or capital expenditure responds to such harm.

(ii) A program, service, or capital expenditure responds to a harm or impact experienced by an identified beneficiary or class of beneficiaries if it is reasonably designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and is related and reasonably proportional to the extent and type of harm or impact experienced.

### 3.2 DISPROPORTIONATELY IMPACTED COMMUNITIES

Step 1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID- 19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Step 2. Design a response that addresses or responds to the impact. Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

### 3.3 SPECIAL-PURPOSE UNITS OF GOVERNMENT<sup>14</sup>

Special-purpose units of local government are not eligible to receive an award as a recipient under the SLFRF program; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government to carry out a program or project on its behalf as a subrecipient. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts. A recipient can also provide funds to an entity that is special-purpose government for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic.

### 3.4 CAPITAL EXPENDITURE

The total expected capital expenditure of the fire station renovation is over \$1 million. The final rule clarifies that recipients may use funds for capital expenditures that support an eligible COVID-19 public health or economic response. Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities is an enumerated project to respond to disproportionately impacted communities.

#### 3.4.1 Description of the harm or need to be addressed

Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

In Section 1.1 evidence is provided that demonstrates the need for the capital expenditure in detail.

#### 3.4.2 Explanation of why a capital expenditure is appropriate

Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures.

For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.

The existing fire station at 127 High Road is being renovated to address the harm of increased EMS response time to a disproportionately impacted population. Response time is a physical limitation of time and distance traveled that cannot be adequately addressed through policy. The impact of response time on health outcomes is detailed in Section 2.1. A comparison of alternatives is presented in Section 2.2.

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<sup>14</sup> Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions 1.3 | July 27, 2022





# HAYS COUNTY

## American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

### Applicant Information

<u>Applicant Name</u>	HAYS COUNTY EMERGENCY SERVICES DISTRICT #5		
<u>Address</u>	210 W MOORE STREET		
<u>City</u>	KYLE	<u>State</u>	TX
<u>Zip Code</u>	78640-5683		
<u>Organization Type</u>	Special-purpose units of local government		
<u>Telephone</u>	(512) 657-0238		
<u>Point of Contact</u>	KYLE TAYLOR		
<u>Title</u>	FIRE CHIEF		
<u>DUNS, UEI, or EIN Number</u>	E4HPZS7A5XJ1		
<u>Amount Requested</u>	\$3,000,000.00		

### Eligibility

- 1 Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 2026
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? Yes

Board President Beth Smith is employed by Hays County in an elected position of JP2.
- 6 Has any federal, state, or local funding been received for this service or program? No



# HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

## Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	
Texas Exemption Verification Letter	
Other	

Specify:

district creation documents

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	X
Labor Hours and Rates	
Change Orders	
Other	

Specify:

9 Documents showing the increase in need generated by the pandemic:

Specify:

Documented response times of emergency services dispatched from existing fire stations to disproportionately impacted populations

10 Documents showing decreased revenue:

Other

Specify:



# HAYS COUNTY

## Certifications

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- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials

KT

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

KT

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials

KT

  
Signature

Kyle Taylor  
Print Name

Fire Chief  
Title

9-15-22  
Date

**HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5**

**Order Implementing the Results  
of the  
Special Election of June 21, 2003**

WHEREAS, a special election was held on June 21, 2003, pursuant to Chapter 794, Texas Health & Safety Code, on the issue of the conversion of the District from a district operating under Chapter 794, Health & Safety Code, to a district operating under Chapter 775, Health & Safety Code; and,

WHEREAS, the District has declared the election results to be in favor of conversion as of June 25, 2003, after all appropriate meetings and action, and in compliance with all applicable law; and,

WHEREAS, the District automatically converts to an emergency services district operating under Chapter 775, Health & Safety Code effective on the 30<sup>th</sup> day after the date on which the election results are declared; and,


WHEREAS, the District officially became an emergency services district as of July 25, 2003:

BE IT HEREBY RESOLVED AND ORDERED:

1. The District hereby adopts the above preamble and facts stated therein as true and correct and as findings of fact and conclusions of law.
2. The district formerly known as Hays County Rural Fire Prevention No. 5, is, as of July 25, 2003, now known as Hays County Emergency Services District No. 5.
3. This Order is effective as of July 25, 2003.
4. This Order shall serve as proper notice to any individual or entity of the change in the District's name, without further action of the District.

ISSUED THE 25<sup>TH</sup> DAY OF JULY, 2003

HAYS COUNTY EMERGENCY  
SERVICES DISTRICT NO. 5

By:   
Beth Smith  
President

ORDER UPON HEARING OF PETITION REQUESTING  
CREATION OF A RURAL FIRE PREVENTION DISTRICT

THE STATE OF TEXAS        )

COUNTY OF HAYS            )

WHEREAS, on the 6th day of July, 1987, came on to be heard and considered a petition signed by James Miller, Michael Schmickle and others, requesting the creation and organization of a rural fire prevention district in Hays County, Texas, to be known and designated as "Hays County Rural Fire Prevention District No. 5";

WHEREAS, this Commissioners Court, having heard said Petition and all issues in respect to the creation of said proposed District, has found and determined and hereby finds and determines that said Petition was signed by not less than one hundred (100) of the qualified voters who own taxable real property within the proposed District; that on June 5, 1987, said Petition was duly presented to the County Judge of Hays County, Texas; that on June 5, 1987, said County Judge found said Petition to be in proper form and filed same with the County Clerk of Hays County, Texas; that this Commissioners Court on June 8, 1987, at its next session following the filing of said Petition, set the place, day and hour when it would hear and consider said Petition; that notice of said hearing was duly issued by the County Clerk of Hays County, Texas, and posted and published in the manner and for the times required by law; that at the time and place set for the hearing of said Petition this Commissioners Court proceeded to hear said Petition and all issues in respect to the creation of said proposed District; and that all persons interested were permitted to appear before this Commissioners Court in person or by attorney and contend for or to contest the creation of said District, and offer testimony pertinent to any issue thereon; and

WHEREAS, it further appears from the evidence presented upon such hearing, and it is hereby found and determined, that the organization of a District as prayed for is feasible and practicable, would benefit the land included therein, and will be

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conclusive to the public safety, welfare and convenience, and aid in the conservation of the real property and natural and human resources within said District; and

WHEREAS, it further appears from the evidence presented upon such hearing, and it is hereby found and determined, that the organization of a District as prayed for is feasible and practicable, would benefit the land included therein, including that portion within the City of Kyle, the City of Mountain City, and the ETJ of San Marcos, and will be conclusive to the public safety, welfare and convenience, and aid in the conservation of the real property and natural and human resources which are within the City of Kyle, the City of Mountain City, and the ETJ of San Marcos, which are within said District; Now, Therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

1. That the statements contained in the preamble of this Order are true and correct and are adopted as findings of fact hereby.
2. That said Petition is hereby granted.
3. That the District prayed for in said petition shall be known and designated as "Hays County Rural Fire Prevention District No. 5", and the boundaries thereof are hereby fixed and determined as set forth in the Petition hereinabove referred to and as described in Exhibit "A" attached hereto and incorporated herein by reference.
4. That an election shall be held within the aforesaid boundaries of said District on August 8, 1987, at which election the following proposition shall be submitted:

PROPOSITION

SHALL THE ORGANIZATION OF HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5 BE CONFIRMED; AND SHALL THERE BE AUTHORIZED TO BE LEVIED, ASSESSED AND COLLECTED FOR AND ON BEHALF OF SAID DISTRICT AN ANNUAL AD VALOREM TAX IN EACH YEAR NOT TO EXCEED THREE CENTS (.03) ON THE ONE HUNDRED DOLLARS (\$100.00) VALUATION OF ALL TAXABLE PROPERTY WITHIN SAID DISTRICT, UNDER AUTHORITY OF ARTICLE III, SECTION 48-d OF THE CONSTITUTION OF TEXAS, AND ARTICLE 2351a-6, V.T.C.S., AS AMENDED?

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M-440

5. That said election shall be held and conducted at:

Pct. 23 Kyle City Hall, Burleson Street  
 Pct. 25 Johnson Admin. Bldg, Between Kyle & Buda on  
 FM 2778  
 Pct. 27 Kyle Volunteer Fire Dept., Burleson & Meyers  
 St.  
 Pct. 29 St. John United Church, Hwy 21  
 Pct. 48 Rolling Oaks Clubhouse, Driftwood

within the aforesaid boundaries.

6. That on election day the polls shall be open from 7:00 a.m. to 7:00 p.m.

7. That the following persons are hereby appointed officers of said election:

Pct.	Presiding Judge	Alternate Presiding Judge
23	Ethlene Dunham	Hilda Barrera
25	Leslie Young	Philip E. Wilbur
27	Connie Camacho	Minerva Evans
29	Tim F. Sorrells	Robert Ronson
49	Anita Saxon	Bob Tracy

The Presiding Judge shall appoint not less than two (2) nor more than four (4) qualified Clerks to serve and assist in holding said election; provided that if the Presiding Judge herein appointed actually serves, the Alternate Presiding Judge shall be one of the clerks.

8. That Joyce A. Cowan and Lisa Meyer are hereby appointed clerks for absentee voting for said election and 401-C Broadway, San Marcos, Hays County, Texas, is hereby designated as the place at which absentee voting both in person and by mail shall be conducted for said election. For the period absentee voting is permitted by law the hours designated for absentee voting shall be from 9:00 A.M. to 5:00 P.M. on each day except Saturdays, Sundays and official State holidays.

9. That voting at said election shall be by paper ballots, and the official ballots for said election shall be prepared in accordance with V.A.T.S. Election Code so as to permit the electors to vote "FOR" and "AGAINST" the aforesaid proposition, which shall be set forth in substantially the following form:

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# PROPOSITION

## CONFIRMATION OF HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5 AND LEVY OF DISTRICT TAX

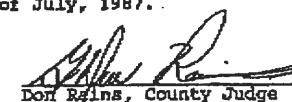
The word "FOR" and beneath the word "AGAINST" shall be made to appear on the left of the proposition. A square shall be printed on the left of each of the words "FOR" and "AGAINST", and each elector shall place an "X" in the square beside the statement indicating the way he or she wishes to vote.

10. That the election materials enumerated in Ch. 213, Acts of the 64th Legislature of Texas, Regular Session 1975, shall be printed and furnished in both English and Spanish for use at the polling place and for absentee voting.

11. That all resident qualified electors in the area of the proposed District shall be permitted to vote at said election.

12. That notice of said election, in substantially the form attached hereto and in Spanish translation thereof, shall be issued and given in the manner provided by law; and the Sheriff shall post one (1) copy thereof at the Courthouse door at least twenty (20) days prior to the date of hearing, and have such notice published in a newspaper of general circulation in the proposed District once a week for two (2) consecutive weeks, the first publication thereof to be made at least twenty (20) days prior to the date of said election.

PASSED AND APPROVED this 6th day of July, 1987.

  
 Don Rains, County Judge

Rafael Gonzales, Comm.  
 Precinct No. 1

Wayne Ford, Comm.  
 Precinct No. 2

Craig Payne, Comm.  
 Precinct No. 3

Oran Rippey, Comm.  
 Precinct No. 4

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THE KYLE RURAL FIRE PREVENTION DISTRICT  
HAYS COUNTY, TEXAS

BEING THE PROPOSED KYLE FIRE PREVENTION DISTRICT, OF HAYS COUNTY, TEXAS, SAME BEING APPROXIMATELY 67 SQUARE MILES OF LAND, AND BEING ALL OF VOTING PRECINCT NO. 23 (CITY OF KYLE), AND PORTIONS OF VOTING PRECINCTS NO. 25, NO. 27, AND NO. 29, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the intersection of County Road No. 159, and State Highway No. 21, same being on the Hays-Caldwell Co. line, and being at the East corner of the South Hays County Rural Fire Prevention District, for the South corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Caldwell County, and the State Highway No. 21, with the Northerly line of the said South Hays County Rural Fire Prevention District, the following courses numbered (1) through (3):

- (1) NORTHWEST with the said County Road No. 159, to its intersection with Interstate Highway No. 35;
- (2) leaving the said County Road No. 159, with the said Interstate Highway No. 35; SOUTHWEST to its intersection with the Blanco River;
- (3) leaving the said Interstate Highway No. 35, with the said Blanco River NORTHWEST, to a Northwest corner of the said South Hays County Rural Fire Prevention District, for a Southwest corner of the Kyle Rural Fire Prevention District herein described, same being on a Northeast line of the Wimberley Rural Fire Prevention District;

THENCE, leaving the said Blanco River and the said South Hays County Rural Fire Prevention District, with the Northeast line of the said Wimberley Rural Fire Prevention District, the following courses numbered (4) through (6):

- (4) NORTHWEST, to the Southeast corner of the Robert Pace Survey, in the Amelia Wilson League, same being at the Northwest corner of the Frederick Morey Survey, for a corner of the Kyle Rural Fire Prevention District herein described;
- (5) leaving the Frederick Morey survey, with the East line of the said Pace Survey and the William H. Lupton Survey, NORTH to the Northeast corner of the said William H. Lupton Survey, same being on the North line of the said Amelia Wilson League, and being approximately at R.M. Highway No. 3237, for the most Westerly corner of the Kyle Rural Fire Prevention District herein described;
- (6) leaving the said William Lupton Survey, with the North line of the said Amelia Wilson League, EAST, along the said R.M. 3237 to P.M. Highway No. 150, same being a corner of the said Wimberley Rural Fire Prevention District, and being the Southeast corner of the Northwest Hays County Rural Fire Prevention District No. 4, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Amelia Wilson League and the said Wimberley Rural Fire Prevention District, and the said P.M. Highway No. 150, and the said R.M. 3237, with an East line of the said Northwest Hays County Rural Fire Prevention District, NORTHEAST to Onion Creek, same being a South line of the Northeast Hays County Rural Fire Prevention District, for the Northwest corner of the Rural Fire Prevention District herein described;

THENCE, leaving the said Northwest Hays County Rural Fire Prevention District, with the South line of the Northeast Hays County Rural Fire Prevention District, the following courses numbered (7) through (15):

- (7) EAST, with the said Onion Creek to its intersection with the West line of the Morton M. McCarver Survey No. 4;
- (8) leaving the said Onion Creek, SOUTH, with the West line of the said Morton M. McCarver Survey No. 4, to its intersection with the North line of Mountain City Oaks Subdivision;
- (9) leaving the said survey line, EAST, with the North line of the said Mountain City Oaks Subdivision to R.M. Highway No. 2770;
- (10) leaving the said Mountain City Oaks Subdivision, with the said R.M. Highway No. 2770, to its intersection with the North line of the Negley Ranch;
- (11) leaving the said R.M. Highway No. 2770, with the North line of the said Negley Ranch, EAST to the Northeast corner of the said Negley Ranch, for a corner of the Kyle Rural Fire Prevention District herein described;
- (12) SOUTH, with the East line of the said Negley Ranch, joining County Road No. 25, and continuing on, in all, to its intersection with County Road No. 131;
- (13) leaving the said County Road No. 25, EAST, with the said County Road No. 131 to its intersection with County Road No. 124;
- (14) leaving the said County Road No. 131, SOUTHEAST, with the said County Road No. 124 to its intersection with County Road No. 157;
- (15) leaving the said County Road No. 124, NORTHEAST, with the said County Road No. 157 to its intersection with County Road No. 123, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 157 and the said Northeast Hays County Rural Fire Prevention District, with the said County Road No. 123 the following courses numbered (16) and (17):

- (16) SOUTHEAST, to the East corner of the Kyle Rural Fire Prevention District, herein described;
- (17) SOUTHWEST, to the East corner of Green Pastures Subdivision;

THENCE, leaving the said County Road No. 123, with the Southeast line of the said Green Pastures Subdivision, SOUTHWEST, to the South corner of the said Green Pastures Subdivision, and County Road No. 127;

THENCE, leaving the said Green Pastures Subdivision, with the said County Road No. 127, SOUTHEAST, to the projection of the Southeast line of that 189.67 acre tract of land conveyed to Nelson Puett by Carl Romann by deed dated October 30, 1967 and recorded in Volume 220, Page 448, Hays County Deed Records, same being at the projection of the Northwest line of that 144.4 acre tract of land conveyed to Sylvester J. Rakovitz by Bill Bonewitz by deed dated March 29, 1944 and recorded in Volume 129, Page 534, Hays County Deed Records, for an East corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 127, with the Southeast line of the said Puett 189.67 acre tract, the Northwest line of the said Rakovitz 144.4 acre tract, SOUTHWEST to County Road No. 129, for a corner of the Kyle Rural Fire Prevention District herein

THENCE, leaving the said Rakowitz 144.4 acre tract, with the said County Road No. 129, NORTHWEST, to the projection of the Northwest line of that 100 acre tract of land described as "First Tract" as conveyed to Ernest Ewald by Herbert Ewald by deed dated June 7, 1973 and recorded in Volume 259, Page 675, Hays County Deed Records, same being at the projection of the Southeast line of that 96 acre tract of land conveyed to Robert Knispel by Phoenix Mutual Life Insurance Co., by deed dated January 8, 1943, and recorded in Volume 125, Page 637, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 129, with the Southeast line of the said Knispel 96 acre tract, the Northwest line of the said Ewald "First Tract", SOUTHWEST, passing the South corner of the said Knispel 96 acre tract, same being the West corner of the said Ewald "First Tract", and continuing on, in all, to the intersection of County Road No. 151, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Knispel 96 acre tract, with the said County Road No. 151, SOUTHEAST, to the intersection of the projection of the Southeast line of that 99.97 acre tract of land described in a Contract for Sale by and between Alfred Haberer, Jr. and the Veteran's Land Board of the State of Texas, by instrument dated November 15, 1950, and recorded in Volume 148, Page 337, Hays County Deed Records, same being at the projection of the Northwest line of that 94.63 acre tract described in a Contract for Sale by and between Louis and Gilbert Haberer and the Veteran's Land Board of the State of Texas, by instrument dated December 10, 1958, and recorded in Volume 176, Page 130, Hays County Deed Records, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 151, with the Southeast line of the said Alfred Haberer, Jr., 99.97 acre tract, the Northwest line of the said Louis and Gilbert Haberer 94.63 acre tract, SOUTHWEST, to the West corner of the said Louis and Gilbert Haberer 94.63 acre tract, same being the South corner of the said Alfred Haberer, Jr., 99.97 acre tract, for a corner of the Kyle Rural Fire Prevention District herein described, and being on the Northeast line of that 151 acre tract of land conveyed to Morris Henry Schmeltkopf, et al, by A. G. and Meta Schmeltkopf by deed dated December 22, 1969 and recorded in Volume 234, Pages 310 through 312, Hays County Deed Records;

THENCE, leaving the said Louis and Gilbert Haberer 94.63 acre tract, with the Southwest line of the said Alfred Haberer, Jr. 99.97 acre tract, same being the Northeast line of the said Schmeltkopf 151 acre tract, NORTHWEST, to the North corner of the said Schmeltkopf 151 acre tract, same being an East corner of that 200.52 acre tract of land conveyed to Walter Schmeltkopf by Emil Schmeltkopf, et al, by deed dated May 21, 1953, and recorded in Volume 166, Page 31, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Alfred Haberer, Jr., 99.97 acre tract, with a Southeast line of the said Walter Schmeltkopf 200.52 acre tract, same being a Northwest line of the said Schmeltkopf 151 acre tract, SOUTHWEST, to the intersection of the Southwest line of the Robert Carson Survey A-135, same being the Northeast line of the William Hemphill Survey A-221, for a re-entrant corner of the Kyle Rural Fire Prevention District, herein described;

THENCE, leaving the said Walter Schmeltkopf 200.52 acre tract, with the said Carson-Hemphill Survey line, SOUTHEAST, passing the North corner of that 40.90 acre tract of land conveyed to Arthur Schmeltkopf by George Reidenreich by deed dated May 145, 1962 and recorded in Volume 191, Page 239, Hays County Deed Records, same being the West corner of that 87.43 acre tract of land conveyed to Morris H. Schmeltkopf, et al, by Arthur L. and Meta Schmeltkopf by deed dated December 10, 1965, and recorded in Volume 209, Page 34, Hays County Deed Records, passing the East corner of the said A. Schmeltkopf 40.90 acre tract, same being the North corner of that 86.64 acre tract of land conveyed to Wyatt O. Stone by George Reidenreich by deed dated May 14, 1962 and recorded in Volume 191, Page 237, Hays County Deed Records, passing the South corner of the said Carson Survey, same being the West corner of the Albert Pace Survey A-367, passing the South corner of the said Schmeltkopf 87.43 acre tract, same being a West corner of that 87.43 acre tract of land conveyed to W. T. Siebert, et al, by Ella Kruger Schmeltkopf by deed dated July 28, 1969, and recorded in Volume 232, Page 167, Hays County Deed Records, passing the East corner of the said Stone 86.64 acre tract, same being a re-entrant corner of the said Siebert 87.43 acre tract, and continuing on, in all, to County Road No. 152, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Pace Survey, with the said County Road 152, SOUTHWEST, to its intersection with F.M. Highway No. 150, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 152, with the said F.M. Highway No. 150, SOUTHEAST, to its intersection with the aforementioned State Highway No. 21, same being on the aforementioned Hays-Caldwell County line, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said F.M. Highway No. 150, with the said State Highway No. 21 and the said Hays-Caldwell County line, SOUTHWEST, to the POINT OF BEGINNING. Being the Proposed Kyle Rural Fire Prevention District and containing 57 square miles of land, more or less. Description Prepared June 3, 1987 from public records.

By *Richard Taylor*  
Richard Taylor  
Registered Public Surveyor - 13986

REVISED  
KYLE RURAL FIRE PREVENTION DISTRICT  
PUBLIC RECORDS  
PLAN NO. 4098 REVISED  
EO 14318  
FNF#8261





NOTICE OF ELECTION

TO ALL RESIDENT QUALIFIED ELECTORS OF PROPOSED HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5:

NOTICE IS HEREBY GIVEN that an election shall be held on August 8, 1987, for and within the boundaries of proposed Hays County Rural Fire Prevention District No. 5, said boundaries being as set forth in Exhibit "A" attached hereto and incorporated herein, at which election the following proposition shall be submitted:

PROPOSITION

SHALL THE ORGANIZATION OF HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5 BE CONFIRMED; AND SHALL THERE BE AUTHORIZED TO BE LEVIED, ASSESSED AND COLLECTED FOR AND ON BEHALF OF SAID DISTRICT AN ANNUAL AD VALOREM TAX IN EACH YEAR NOT TO EXCEED THREE CENTS (.03) ON THE ONE HUNDRED DOLLARS (\$100.00) VALUATION OF ALL TAKABLE PROPERTY WITHIN SAID DISTRICT, UNDER AUTHORITY OF ARTICLE 17, SECTION 48-d OF THE CONSTITUTION OF TEXAS, AND ARTICLE 2351a-6, V.T.C.S., AS AMENDED?

which propositions shall appear on the ballots for said election as follows:

PROPOSITION

CONFIRMATION OF HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5, AND LEVY OF DISTRICT TAX

Said election shall be held and conducted from 7:00 A.M. until 7:00 P.M. at the following precincts:

- 23 - Kyle City Hall, Burleson Street, Kyle
- 25 - Johnson Admin. Bldg., Between Kyle & Buda on Fm 2770
- 27 - Kyle Volunteer Fire Dept., Burleson & Myers St., Kyle
- 29 - St. John United Church, Hwy 21, Uhlman
- 48 - Rolling Oaks Clubhouse, Driftwood

Hays County, Texas, within the aforesaid boundaries.

Absentee voting in person and by mail shall be conducted at:

401-C Broadway, San Marcos, Hays County, Texas for the period absentee voting is permitted by law, the hours designated for absentee voting shall be from 9:00 A.M. until 5:00 P.M. on each day except Saturdays, Sundays and official State Holidays.

All resident qualified electors in the area of said proposed District shall be permitted to vote at said election.

ISSUED this 7th day of July, 1987.

*George A. Cowden*  
Elections Administrator  
Hays County, Texas

THE KYLE RURAL FIRE PREVENTION DISTRICT  
HAYS COUNTY, TEXAS

BEING THE PROPOSED KYLE FIRE PREVENTION DISTRICT, OF HAYS COUNTY, TEXAS, SAME BEING APPROXIMATELY 67 SQUARE MILES OF LAND, AND BEING ALL OF VOTING PRECINCT NO. 23 (CITY OF KYLE), AND PORTIONS OF VOTING PRECINCTS NO. 25, NO 27, AND NO. 29, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the intersection of County Road No. 159, and State Highway No. 21, same being on the Hays-Caldwell Co. line, and being at the East corner of the South Hays County Rural Fire Prevention District, for the South corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Caldwell County, and the State Highway No. 21, with the Northerly line of the said South Hays County Rural Fire Prevention District, the following courses numbered (1) through (3):

- (1) NORTHWEST with the said County Road No. 159, to its intersection with Interstate Highway No. 35;
- (2) leaving the said County Road No. 159, with the said Interstate Highway No. 35, SOUTHWEST to its intersection with the Blanco River;
- (3) leaving the said Interstate Highway No. 35, with the said Blanco River NORTHWEST, to a Northwest corner of the said South Hays County Rural Fire Prevention District, for a Southwest corner of the Kyle Rural Fire Prevention District herein described, same being on a Northeast line of the Wimberley Rural Fire Prevention District;

THENCE, leaving the said Blanco River and the said South Hays County Rural Fire Prevention District, with the Northeast line of the said Wimberley Rural Fire Prevention District, the following courses numbered (4) through (6):

- (4) NORTHWEST, to the Southeast corner of the Robert Pace Survey, in the Amelia Wilson League, same being at the Northwest corner of the Frederick Morey Survey, for a corner of the Kyle Rural Fire Prevention District herein described;
- (5) leaving the Frederick Morey survey, with the East line of the said Pace Survey and the William H. Lupton Survey, NORTH to the Northeast corner of the said William H. Lupton Survey, same being on the North line of the said Amelia Wilson League, and being approximately at R.M. Highway No. 3237, for the most Westerly corner of the Kyle Rural Fire Prevention District herein described;
- (6) leaving the said William Lupton Survey, with the North line of the said Amelia Wilson League, EAST, along the said R.M. 3237 to F.M. Highway No. 150, same being a corner of the said Wimberley Rural Fire Prevention District, and being the Southeast corner of the Northwest Hays County Rural Fire Prevention District No. 4, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Amelia Wilson League and the said Wimberley Rural Fire Prevention District, and the said F.M. Highway No. 150, and the said R.M. 3237, with an East line of the said Northwest Hays County Rural Fire Prevention District, NORTHEAST to Onion Creek, same being a South line of the Northeast Hays County Rural Fire Prevention District, for the Northwest corner of the Rural Fire Prevention District herein described;

THENCE, leaving the said Northwest Hays County Rural Fire Prevention District, with the South line of the Northeast Hays County Rural Fire Prevention District, the following courses numbered (7) through (15):

- (7) EAST, with the said Onion Creek to its intersection with the West line of the Morton M. McCarver Survey No. 4;
- (8) leaving the said Onion Creek, SOUTH, with the West line of the said Morton M. McCarver Survey No. 4, to its intersection with the North line of Mountain City Oaks Subdivision;
- (9) leaving the said survey line, EAST, with the North line of the said Mountain City Oaks Subdivision to R.M. Highway No. 2770;
- (10) leaving the said Mountain City Oaks Subdivision, with the said R.M. Highway No. 2770, to its intersection with the North line of the Negley Ranch;
- (11) leaving the said R.M. Highway No. 2770, with the North line of the said Negley Ranch, EAST to the Northeast corner of the said Negley Ranch, for a corner of the Kyle Rural Fire Prevention District herein described;
- (12) SOUTH, with the East line of the said Negley Ranch, joining County Road No. 25, and continuing on, in all, to its intersection with County Road No. 131;
- (13) leaving the said County Road No. 25, EAST, with the said County Road No. 131 to its intersection with County Road No. 124;
- (14) leaving the said County Road No. 131, SOUTHEAST, with the said County Road No. 124 to its intersection with County Road No. 157;
- (15) leaving the said County Road No. 124, NORTHEAST, with the said County Road No. 157 to its intersection with County Road No. 123, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 157 and the said Northeast Hays County Rural Fire Prevention District, with the said County Road No. 123 the following courses numbered (16) and (17):

- (16) SOUTHEAST, to the East corner of the Kyle Rural Fire Prevention District, herein described;
- (17) SOUTHWEST, to the East corner of Green Pastures Subdivision;

THENCE, leaving the said County Road No. 123, with the Southeast line of the said Green Pastures Subdivision, SOUTHWEST, to the South corner of the said Green Pastures Subdivision, and County Road No. 127;

THENCE, leaving the said Green Pastures Subdivision, with the said County Road No. 127, SOUTHEAST, to the projection of the Southeast line of that 189.67 acre tract of land conveyed to Nelson Puett by Carl Homann by deed dated October 30, 1967 and recorded in Volume 220, Page 448, Hays County Deed Records, same being at the projection of the Northwest line of that 144.4 acre tract of land conveyed to Sylvester J. Rakowitz by Bill Bonewitz by deed dated March 29, 1944 and recorded in Volume 129, Page 534, Hays County Deed Records, for an East corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 127, with the Southeast line of the said Puett 189.67 acre tract, the Northwest line of the said Rakowitz 144.4 acre tract, SOUTHWEST to County Road No. 129, for a corner of the Kyle Rural Fire Prevention District herein

THENCE, leaving the said Rakowitz 144.4 acre tract, with the said County Road No. 129, NORTHWEST, to the projection of the Northwest line of that 100 acre tract of land described as "First Tract" as conveyed to Ernest Ewald by Herbert Ewald by deed dated June 7, 1973 and recorded in Volume 259, Page 675, Hays County Deed Records, same being at the projection of the Southeast line of that 96 acre tract of land conveyed to Robert Knispel by Phoenix Mutual Life Insurance Co., by deed dated January 8, 1943, and recorded in Volume 125, Page 637, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 129, with the Southeast line of the said Knispel 96 acre tract, the Northwest line of the said Ewald "First Tract", SOUTHWEST, passing the South corner of the said Knispel 96 acre tract, same being the West corner of the said Ewald "First Tract", and continuing on, in all, to the intersection of County Road No. 151, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Knispel 96 acre tract, with the said County Road No. 151, SOUTHEAST, to the intersection of the projection of the Southeast line of that 99.97 acre tract of land described in a Contract for Sale by and between Alfred Baberer, Jr. and the Veteran's Land Board of the State of Texas, by instrument dated November 15, 1950, and recorded in Volume 148, Page 337, Hays County Deed Records, same being at the projection of the Northwest line of that 94.63 acre tract described in a Contract for Sale by and between Louis and Gilbert Baberer and the Veteran's Land Board of the State of Texas, by instrument dated December 10, 1958, and recorded in Volume 176, Page 130, Hays County Deed Records, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 151, with the Southeast line of the said Alfred Baberer, Jr., 99.97 acre tract, the Northwest line of the said Louis and Gilbert Baberer 94.63 acre tract, SOUTHWEST, to the West corner of the said Louis and Gilbert Baberer 94.63 acre tract, same being the South corner of the said Alfred Baberer, Jr., 99.97 acre tract, for a corner of the Kyle Rural Fire Prevention District herein described, and being on the Northeast line of that 151 acre tract of land conveyed to Morris Henty Schmeltkopf, et al, by A. L. and Meta Schmeltkopf by deed dated December 22, 1969 and recorded in Volumes 234, Pages 310 through 312, Hays County Deed Records;

THENCE, leaving the said Louis and Gilbert Baberer 94.63 acre tract, with the Southwest line of the said Alfred Baberer, Jr. 99.97 acre tract, same being the Northeast line of the said Schmeltkopf 151 acre tract, NORTHWEST, to the North corner of the said Schmeltkopf 151 acre tract, same being an East corner of that 200.52 acre tract of land conveyed to Walter Schmeltkopf by Emil Schmeltkopf, et al, by deed dated May 21, 1955, and recorded in Volume 166, Page 31, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Alfred Baberer, Jr., 99.97 acre tract, with a Southeast line of the said Walter Schmeltkopf 200.52 acre tract, same being a Northwest line of the said Schmeltkopf 151 acre tract, SOUTHWEST, to the intersection of the Southwest line of the Robert Carson Survey A-135, same being the Northeast line of the William Hemphill Survey A-221, for a re-entrant corner of the Kyle Rural Fire Prevention District, herein described;

THENCE, leaving the said Walter Schmeltkopf 200.52 acre tract, with the said Carson-Hemphill Survey line, SOUTHEAST, passing the North corner of that 40.90-acre tract of land conveyed to Arthur Schmeltkopf by George Heidenreich by deed dated May 145, 1962 and recorded in Volume 191, Page 239, Hays County Deed Records, same being the West corner of that 87.43 acre tract of land conveyed to Morris K. Schmeltkopf, et al, by Arthur L. and Meta Schmeltkopf by deed dated December 10, 1965, and recorded in Volume 209, Page 34, Hays County Deed Records, passing the East corner of the said A. Schmeltkopf 40.90 acre tract, same being the North corner of that 86.64 acre tract of land conveyed to Wyatt O. Stone by George Heidenreich by deed dated May 14, 1962 and recorded in Volume 191, Page 237, Hays County Deed Records, passing the South corner of the said Carson Survey, same being the west corner of the Albert Pace Survey A-367, passing the South corner of the said Schmeltkopf 87.43 acre tract, same being a West corner of that 87.43 acre tract of land conveyed to W. T. Siebert, et al, by Ella Kruger Schmeltkopf by deed dated July 28, 1969, and recorded in Volume 232, Page 167, Hays County Deed Records, passing the East corner of the said Stone 86.64 acre tract, same being a re-entrant corner of the said Siebert 87.43 acre tract, and continuing on, in all, to County Road No. 152, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Pace Survey, with the said County Road 152, SOUTHWEST, to its intersection with F.M. Highway No. 150, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 152, with the said F.M. Highway No. 150, SOUTHEAST, to its intersection with the aforementioned State Highway No. 21, same being on the aforementioned Hays-Caldwell County line, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said F.M. Highway No. 150, with the said State Highway No. 21 and the said Hays-Caldwell County line, SOUTHWEST, to the POINT OF BEGINNING. Being the Proposed Kyle Rural Fire Prevention District and containing 67 square miles of land, more or less. Description Prepared June 3, 1987 from public records.

By *Richard Taylor*  
Richard Taylor  
Registered Public Surveyor - 13386

REVISED  
KYLE RURAL FIRE PREVENTION DISTRICT  
PUBLIC RECORDS  
PLAN NO. 4098 REVISED  
EO 14318  
FNF18261

ORDER CANVASSING RETURNS AND DECLARING RESULTS OF  
ELECTION FOR CONFIRMATION OF HAYS COUNTY RURAL  
FIRE PREVENTION DISTRICT NO. 5

THE STATE OF TEXAS )

COUNTY OF HAYS )

WHEREAS, at an election duly and regularly held on the 8th day of August, 1987, within that portion of Hays County, State of Texas, described as:

THE KYLE RURAL FIRE PREVENTION DISTRICT,  
HAYS COUNTY, TEXAS

BEING THE PROPOSED KYLE FIRE PREVENTION DISTRICT, OF HAYS COUNTY, TEXAS, SAME BEING APPROXIMATELY 67 SQUARE MILES OF LAND, AND BEING ALL OF VOTING PRECINCT NO. 23 (CITY OF KYLE), AND PORTIONS OF VOTING PRECINCTS NO. 25, NO. 27, AND NO. 29, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the intersection of County Road No. 159, and State Highway No. 21, same being on the Hays-Caldwell Co. line, and being at the East corner of the South Hays County Rural Fire Prevention District, for the South corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Caldwell County, and the State Highway No. 21, with the Northerly line of the said South Hays County Rural Fire Prevention District, the following courses numbered (1) through (3):

- (1) NORTHWEST with the said County Road No. 159, to its intersection with Interstate Highway No. 35;
- (2) leaving the said County Road No. 159, with the said Interstate Highway No. 35, SOUTHWEST to its intersection with the Blanco River;
- (3) leaving the said Interstate Highway No. 35, with the said Blanco River NORTHWEST, to a Northwest corner of the said South Hays County Rural Fire Prevention District, for a Southwest corner of the Kyle Rural Fire Prevention District herein described, same being on a Northeast line of the Wimberley Rural Fire Prevention District;

THENCE, leaving the said Blanco River and the said South Hays County Rural Fire Prevention District, with the Northeast line of the said Wimberley Rural Fire Prevention District, the following courses numbered (4) through (6):

- (4) NORTHWEST, to the Southeast corner of the Robert Pace Survey, in the Amelia Wilson League, same being at the Northwest corner of the Frederick Morey Survey, for a corner of the Kyle Rural Fire Prevention District herein described;
- (5) leaving the Frederick Morey survey, with the East line of the said Pace Survey and the William E. Lupton Survey, NORTH to the Northeast corner of the said William E. Lupton Survey, same being on the North line of the said Amelia Wilson League, and being approximately at R.M. Highway No. 3237, for the most Westerly corner of the Kyle Rural Fire Prevention District herein described;
- (6) leaving the said William Lupton Survey, with the North line of the said Amelia Wilson League, EAST, along the said R.M. 3237 to F.M. Highway No. 150, same being a corner of the said Wimberley Rural Fire Prevention District, and being the Southeast corner of the Northwest Hays County Rural Fire Prevention District No. 4, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Amelia Wilson League and the said Wimberley Rural Fire Prevention District, and the said F.M. Highway No. 150, and the said R.M. 3237, with an East line of the said Northwest Hays County Rural Fire Prevention District, NORTHEAST to Onion Creek, same being a South line of the Northeast Hays County Rural Fire Prevention District, for the Northwest corner of the Rural Fire Prevention District herein described;

THENCE, leaving the said Northwest Hays County Rural Fire Prevention District, with the South line of the Northeast Hays County Rural Fire Prevention District, the following courses numbered (7) through (15):

- (7) EAST, with the said Onion Creek to its intersection with the West line of the Morton M. McCarver Survey No. 4;
- (8) leaving the said Onion Creek, SOUTH, with the West line of the said Morton M. McCarver Survey No. 4, to its intersection with the North line of Mountain City Oaks Subdivision;
- (9) leaving the said survey line, EAST, with the North line of the said Mountain City Oaks Subdivision to R.M. Highway No. 2770;
- (10) leaving the said Mountain City Oaks Subdivision, with the said R.M. Highway No. 2770, to its intersection with the North line of the Negley Ranch;
- (11) leaving the said R.M. Highway No. 2770, with the North line of the said Negley Ranch, EAST to the Northeast corner of the said Negley Ranch, for a corner of the Kyle Rural Fire Prevention District herein described;
- (12) SOUTH, with the East line of the said Negley Ranch, joining County Road No. 25, and continuing on, in all, to its intersection with County Road No. 131;
- (13) leaving the said County Road No. 25, EAST, with the said County Road No. 131 to its intersection with County Road No. 124;
- (14) leaving the said County Road No. 131, SOUTHEAST, with the said County Road No. 124 to its intersection with County Road No. 157;
- (15) leaving the said County Road No. 124, NORTHEAST, with the said County Road No. 157 to its intersection with County Road No. 123, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 157 and the said Northeast Hays County Rural Fire Prevention District, with the said County Road No. 123 the following courses numbered (16) and (17):

- (16) SOUTHEAST, to the East corner of the Kyle Rural Fire Prevention District, herein described;
- (17) SOUTHWEST, to the East corner of Green Pastures Subdivision;

THENCE, leaving the said County Road No. 123, with the Southeast line of the said Green Pastures Subdivision, SOUTHWEST, to the South corner of the said Green Pastures Subdivision, and County Road No. 127;

THENCE, leaving the said Green Pastures Subdivision, with the said County Road No. 127, SOUTHEAST, to the projection of the Southeast line of that 189.67 acre tract of land conveyed to Nelson Puett by Carl Homann by deed dated October 30, 1967 and recorded in Volume 220, Page 448, Hays County Deed Records, same being at the projection of the Northwest line of that 144.4 acre tract of land conveyed to Sylvester J. Rakowitz by Bill Bonevitz by deed dated March 29, 1944 and recorded in Volume 129, Page 534, Hays County Deed Records, for an East corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 127, with the Southeast line of the said Puett 189.67 acre tract, the Northwest line of the said Rakowitz 144.4 acre tract, SOUTHWEST to County Road No. 129, for a corner of the Kyle Rural Fire Prevention District herein

THENCE, leaving the said Rakowitz 144.6 acre tract, with the said County Road No. 129, NORTHWEST, to the projection of the Northwest line of that 100 acre tract of land described as "First Tract" as conveyed to Ernest Ewald by Herbert Ewald by deed dated June 7, 1973 and recorded in Volume 259, Page 675, Hays County Deed Records, same being at the projection of the Southeast line of that 96 acre tract of land conveyed to Robert Knispel by Phoenix Mutual Life Insurance Co., by deed dated January 8, 1943, and recorded in Volume 125, Page 637, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 129, with the Southeast line of the said Knispel 96 acre tract, the Northwest line of the said Ewald "First Tract", SOUTHWEST, passing the South corner of the said Knispel 96 acre tract, same being the West corner of the said Ewald "First Tract", and continuing on, in all, to the intersection of County Road No. 151, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Knispel 96 acre tract, with the said County Road No. 151, SOUTHEAST, to the intersection of the projection of the Southeast line of that 99.97 acre tract of land described in a Contract for Sale by and between Alfred Haberer, Jr. and the Veteran's Land Board of the State of Texas, by instrument dated November 15, 1958, and recorded in Volume 148, Page 337, Hays County Deed Records, same being at the projection of the Northwest line of that 94.63 acre tract described in a Contract for Sale by and between Louis and Gilbert Haberer and the Veteran's Land Board of the State of Texas, by instrument dated December 10, 1958, and recorded in Volume 176, Page 130, Hays County Deed Records, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 151, with the Southeast line of the said Alfred Haberer, Jr., 99.97 acre tract, the Northwest line of the said Louis and Gilbert Haberer 94.63 acre tract, SOUTHWEST, to the West corner of the said Louis and Gilbert Haberer 94.63 acre tract, same being the South corner of the said Alfred Haberer, Jr., 99.97 acre tract, for a corner of the Kyle Rural Fire Prevention District herein described, and being on the Northeast line of that 151 acre tract of land conveyed to Morris Henry Schmeltkopf, et al, by A. L. and Meta Schmeltkopf by deed dated December 22, 1969 and recorded in Volume 234, Pages 310 through 312, Hays County Deed Records;

THENCE, leaving the said Louis and Gilbert Haberer 94.63 acre tract, with the Southwest line of the said Alfred Haberer, Jr., 99.97 acre tract, same being the Northeast line of the said Schmeltkopf 151 acre tract, NORTHWEST, to the North corner of the said Schmeltkopf 151 acre tract, same being an East corner of that 200.52 acre tract of land conveyed to Walter Schmeltkopf by Emil Schmeltkopf, et al, by deed dated May 21, 1955, and recorded in Volume 156, Page 31, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Alfred Haberer, Jr., 99.97 acre tract, with a Southeast line of the said Walter Schmeltkopf 200.52 acre tract, same being a Northwest line of the said Schmeltkopf 151 acre tract, SOUTHWEST, to the intersection of the Southwest line of the Robert Carson Survey A-135, same being the Northeast line of the William Hemphill Survey A-221, for a re-entrant corner of the Kyle Rural Fire Prevention District, herein described;

THENCE, leaving the said Walter Schmeltkopf 200.52 acre tract, with the said Carson-Hemphill Survey line, SOUTHEAST, passing the North corner of that 40.90 acre tract of land conveyed to Arthur Schmeltkopf by George Heidenreich by deed dated May 145, 1962 and recorded in Volume 191, Page 239, Hays County Deed Records, same being the West corner of that 87.43 acre tract of land conveyed to Morris H. Schmeltkopf, et al, by Arthur L. and Meta Schmeltkopf by deed dated December 10, 1965, and recorded in Volume 209, Page 34, Hays County Deed Records, passing the East corner of the said A. Schmeltkopf 40.90 acre tract, same being the North corner of that 86.64 acre tract of land conveyed to Wyatt O. Stone by George Heidenreich by deed dated May 14, 1962 and recorded in Volume 191, Page 237, Hays County Deed Records, passing the South corner of the said Carson Survey, same being the west corner of the Albert Pace Survey A-367, passing the South corner of the said Schmeltkopf 87.43 acre tract, same being a West corner of that 87.43 acre tract of land conveyed to W. T. Siebert, et al, by Ella Kruger Schmeltkopf by deed dated July 28, 1969, and recorded in Volume 232, Page 167, Hays County Deed Records, passing the East corner of the said Stone 86.64 acre tract, same being a re-entrant corner of the said Siebert 87.43 acre tract, and continuing on, in all, to County Road No. 152, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Pace Survey, with the said County Road 152, SOUTHWEST, to its intersection with P.M. Highway No. 150, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 152, with the said P.M. Highway No. 150, SOUTHEAST, to its intersection with the aforementioned State Highway No. 21, same being on the aforementioned Hays-Caldwell County line, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said P.M. Highway No. 150, with the said State Highway No. 21 and the said Hays-Caldwell County line, SOUTHWEST, to the POINT OF BEGINNING. Being the Proposed Kyle Rural Fire Prevention District and containing 67 square miles of land, more or less. Description Prepared June 3, 1987 from public records.

By: *Richard Taylor*  
Richard Taylor  
Registered Public Surveyor #3986

REVISED  
KYLE RURAL FIRE PREVENTION DISTRICT  
PUBLIC RECORDS  
PLAN NO. 4098 REVISED  
EG 14318  
PAP#8261



there was submitted to the legal voters thereof the question whether the above described territory shall be formed into a Rural Fire Prevention District under the provisions of the law of this State; and,

WHEREAS, at such election 177 votes were cast in favor of formation of said District and 33 votes were cast against such formation; and,

WHEREAS, at such election the following votes were cast in the City of Kyle, the City of Mountain City and the extraterritorial jurisdiction of the City of San Marcos, within the boundaries of the proposed rural fire prevention district:

City of Kyle	For <u>61</u>	Against <u>11</u>
City of Mountain City	For <u>36</u>	Against <u>9</u>
ETJ of City of San Marcos	For <u>0</u>	Against <u>0</u>

WHEREAS, the formation of such Rural Fire Prevention District received the affirmative vote of the majority cast at such election as provided by law;

Now, therefore, the County Commissioners Court of Hays County, State of Texas, does hereby find, declare and order that the tract hereinabove described has been duly and legally formed into a Rural Fire Prevention District under the name of Hays County Rural Fire Prevention District No. 5, under and pursuant to Article III, Section 48-d of the Constitution of Texas, and with the powers vested in such District conferred by law.

PASSED AND APPROVED this 13th day of AUGUST, 1987.

Don Rains  
Don Rains, County Judge

Rafael Gonzales  
Rafael Gonzales, Comm.  
Precinct No. 1

Wayne Ford  
Wayne Ford, Comm.  
Precinct No. 2

Craig Payne  
Craig Payne, Comm.  
Precinct No. 3

Oran Rippy  
Oran Rippy, Comm.  
Precinct No. 4

THENCE, leaving the said Rakowitz 144.4 acre tract, with the said County Road No. 129, NORTHWEST, to the projection of the Northwest line of that 100 acre tract of land described as "First Tract" as conveyed to Ernest Ewald by Herbert Ewald by deed dated June 7, 1973 and recorded in Volume 259, Page 675, Hays County Deed Records, same being at the projection of the Southeast line of that 96 acre tract of land conveyed to Robert Knispel by Phoenix Mutual Life Insurance Co., by deed dated January 8, 1943, and recorded in Volume 125, Page 637, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 129, with the Southeast line of the said Knispel 96 acre tract, the Northwest line of the said Ewald "First Tract", SOUTHWEST, passing the South corner of the said Knispel 96 acre tract, same being the West corner of the said Ewald "First Tract", and continuing on, in all, to the intersection of County Road No. 151, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Knispel 96 acre tract, with the said County Road No. 151, SOUTHEAST, to the intersection of the projection of the Southeast line of that 99.97 acre tract of land described in a Contract for Sale by and between Alfred Haberer, Jr. and the Veteran's Land Board of the State of Texas, by instrument dated November 15, 1950, and recorded in Volume 148, Page 337, Hays County Deed Records, same being at the projection of the Northwest line of that 94.63 acre tract described in a Contract for Sale by and between Louis and Gilbert Haberer and the Veteran's Land Board of the State of Texas, by instrument dated December 18, 1958, and recorded in Volume 176, Page 130, Hays County Deed Records, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 151, with the Southeast line of the said Alfred Haberer, Jr., 99.97 acre tract, the Northwest line of the said Louis and Gilbert Haberer 94.63 acre tract, SOUTHWEST, to the West corner of the said Louis and Gilbert Haberer 94.63 acre tract, same being the South corner of the said Alfred Haberer, Jr., 99.97 acre tract, for a corner of the Kyle Rural Fire Prevention District herein described, and being on the Northeast line of that 151 acre tract of land conveyed to Morris Henry Schmeltkopf, et al, by A. L. and Meta Schmeltkopf by deed dated December 22, 1969 and recorded in Volume 234, Pages 310 through 312, Hays County Deed Records;

THENCE, leaving the said Louis and Gilbert Haberer 94.63 acre tract, with the Southwest line of the said Alfred Haberer, Jr., 99.97 acre tract, same being the Northeast line of the said Schmeltkopf 151 acre tract, NORTHWEST, to the North corner of the said Schmeltkopf 151 acre tract, same being an East corner of that 200.52 acre tract of land conveyed to Walter Schmeltkopf by Emil Schmeltkopf, et al, by deed dated May 21, 1953, and recorded in Volume 166, Page 31, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Alfred Haberer, Jr., 99.97 acre tract, with a Southeast line of the said Walter Schmeltkopf 200.52 acre tract, same being a Northwest line of the said Schmeltkopf 151 acre tract, SOUTHWEST, to the intersection of the Southwest line of the Robert Carson Survey A-135, same being the Northeast line of the William Hemphill Survey A-221, for a re-entrant corner of the Kyle Rural Fire Prevention District, herein described;

THENCE, leaving the said Walter Schmeltkopf 200.52 acre tract, with the said Carson-Hemphill Survey line, SOUTHEAST, passing the North corner of that 40.90 acre tract of land conveyed to Arthur Schmeltkopf by George Heidenreich by deed dated May 145, 1962 and recorded in Volume 191, Page 239, Hays County Deed Records, same being the West corner of that 87.43 acre tract of land conveyed to Morris H. Schmeltkopf, et al, by Arthur L. and Meta Schmeltkopf by deed dated December 10, 1965, and recorded in Volume 209, Page 34, Hays County Deed Records, passing the East corner of the said A. Schmeltkopf 40.90 acre tract, same being the North corner of that 86.64 acre tract of land conveyed to Wyatt O. Stone by George Heidenreich by deed dated May 14, 1962 and recorded in Volume 191, Page 237, Hays County Deed Records, passing the South corner of the said Carson Survey, same being the West corner of the Albert Pace Survey A-367, passing the South corner of the said Schmeltkopf 87.43 acre tract, same being a West corner of that 87.43 acre tract of land conveyed to W. T. Siebert, et al, by Ella Kruger Schmeltkopf by deed dated July 28, 1969, and recorded in Volume 232, Page 167, Hays County Deed Records, passing the East corner of the said Stone 86.64 acre tract, same being a re-entrant corner of the said Siebert 87.43 acre tract, and continuing on, in all, to County Road No. 152, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Pace Survey, with the said County Road 152, SOUTHWEST, to its intersection with F.M. Highway No. 150, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 152, with the said F.M. Highway No. 150, SOUTHEAST, to its intersection with the aforementioned State Highway No. 21, same being on the aforementioned Hays-Caldwell County line, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said F.M. Highway No. 150, with the said State Highway No. 21 and the said Hays-Caldwell County line, SOUTHWEST, to the POINT OF BEGINNING. Being the Proposed Kyle Rural Fire Prevention District and containing 67 square miles of land, more or less. Description Prepared June 3, 1987 from public records.

By *Richard Taylor*  
Richard Taylor  
Registered Public Surveyor #3956

REVISED  
KYLE RURAL FIRE PREVENTION DISTRICT  
PUBLIC RECORDS  
PLAN NO. 4098 REVISED  
BO 14318  
FNF#8261



THE KYLE RURAL FIRE PREVENTION DISTRICT  
HAYS COUNTY, TEXAS

BEING THE PROPOSED KYLE FIRE PREVENTION DISTRICT, OF HAYS COUNTY, TEXAS, SAME BEING APPROXIMATELY 67 SQUARE MILES OF LAND, AND BEING ALL OF VOTING PRECINCT NO. 23 (CITY OF KYLE), AND PORTIONS OF VOTING PRECINCTS NO. 25; NO 27; AND NO. 29, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the intersection of County Road No. 159, and State Highway No. 21, same being on the Hays-Caldwell Co. line, and being at the East corner of the South Hays County Rural Fire Prevention District, for the South corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Caldwell County, and the State Highway No. 21, with the Northerly line of the said South Hays County Rural Fire Prevention District, the following courses numbered (1) through (3):

- (1) NORTHWEST with the said County Road No. 159, to its intersection with Interstate Highway No. 35;
- (2) leaving the said County Road No. 159, with the said Interstate Highway No. 35; SOUTHWEST to its intersection with the Blanco River;
- (3) leaving the said Interstate Highway No. 35, with the said Blanco River NORTHWEST, to a Northwest corner of the said South Hays County Rural Fire Prevention District, for a Southwest corner of the Kyle Rural Fire Prevention District herein described, same being on a Northeast line of the Wimberley Rural Fire Prevention District;

THENCE, leaving the said Blanco River and the said South Hays County Rural Fire Prevention District, with the Northeast line of the said Wimberley Rural Fire Prevention District, the following courses numbered (4) through (6):

- (4) NORTHWEST, to the Southeast corner of the Robert Pace Survey, in the Amelia Wilson League, same being at the Northwest corner of the Frederick Morey Survey, for a corner of the Kyle Rural Fire Prevention District herein described;
- (5) leaving the Frederick Morey survey, with the East line of the said Pace Survey and the William H. Lupton Survey, NORTH to the Northeast corner of the said William H. Lupton Survey, same being on the North line of the said Amelia Wilson League, and being approximately at R.M. Highway No. 3237, for the most Westerly corner of the Kyle Rural Fire Prevention District herein described;
- (6) leaving the said William Lupton Survey, with the North line of the said Amelia Wilson League, EAST, along the said R.M. 3237 to F.M. Highway No. 150, same being a corner of the said Wimberley Rural Fire Prevention District, and being the Southeast corner of the Northwest Hays County Rural Fire Prevention District No. 4, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Amelia Wilson League and the said Wimberley Rural Fire Prevention District, and the said F.M. Highway No. 150, and the said R.M. 3237, with an East line of the said Northwest Hays County Rural Fire Prevention District, NORTHEAST to Onion Creek, same being a South line of the Northeast Hays County Rural Fire Prevention District, for the Northwest corner of the Rural Fire Prevention District herein described;

THENCE, leaving the said Northwest Hays County Rural Fire Prevention District, with the South line of the Northeast Hays County Rural Fire Prevention District, the following courses numbered (7) through (15):

- (7) EAST, with the said Onion Creek to its intersection with the West line of the Morton M. McCarver Survey No. 4;
- (8) leaving the said Onion Creek, SOUTH, with the West line of the said Morton M. McCarver Survey No. 4, to its intersection with the North line of Mountain City Oaks Subdivision;
- (9) leaving the said survey line, EAST, with the North line of the said Mountain City Oaks Subdivision to R.M. Highway No. 2770;
- (10) leaving the said Mountain City Oaks Subdivision, with the said R.M. Highway No. 2770, to its intersection with the North line of the Negley Ranch;
- (11) leaving the said R.M. Highway No. 2770, with the North line of the said Negley Ranch, EAST to the Northeast corner of the said Negley Ranch, for a corner of the Kyle Rural Fire Prevention District herein described;
- (12) SOUTH, with the East line of the said Negley Ranch, joining County Road No. 25, and continuing on, in all, to its intersection with County Road No. 131;
- (13) leaving the said County Road No. 25, EAST, with the said County Road No. 131 to its intersection with County Road No. 124;
- (14) leaving the said County Road No. 131, SOUTHEAST, with the said County Road No. 124 to its intersection with County Road No. 157;
- (15) leaving the said County Road No. 124, NORTHEAST, with the said County Road No. 157 to its intersection with County Road No. 123, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 157 and the said Northeast Hays County Rural Fire Prevention District, with the said County Road No. 123 the following courses numbered (16) and (17):

- (16) SOUTHEAST, to the East corner of the Kyle Rural Fire Prevention District, herein described;
- (17) SOUTHWEST, to the East corner of Green Pastures Subdivision;

THENCE, leaving the said County Road No. 123, with the Southeast line of the said Green Pastures Subdivision, SOUTHWEST, to the South corner of the said Green Pastures Subdivision, and County Road No. 127;

THENCE, leaving the said Green Pastures Subdivision, with the said County Road No. 127, SOUTHEAST, to the projection of the Southeast line of that 189.67 acre tract of land conveyed to Nelson Puett by Carl Romann by deed dated October 30, 1967 and recorded in Volume 220, Page 448, Hays County Deed Records, same being at the projection of the Northwest line of that 144.4 acre tract of land conveyed to Sylvester J. Rakowitz by Bill Bonewitz by deed dated March 29, 1944 and recorded in Volume 129, Page 534, Hays County Deed Records, for an East corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 127, with the Southeast line of the said Puett 189.67 acre tract, the Northwest line of the said Rakowitz 144.4 acre tract, SOUTHWEST to County Road No. 129, for a corner of the Kyle Rural Fire Prevention District herein





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

**Sponsor:**

Commissioner Jones

**Co-Sponsor:**

Commissioner Ingalsbe

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays County Emergency Services District #8 regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **JONES/INGALSBE**

**Summary:**

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement  
ESD#8 PW

**Fiscal Impact:**

Amount Requested: \$3,000,000

Line Item Number: 011-763-99-159.5600\_004

**Budget Office:**

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$3,000,000 - Increase ESD#8 Project Contributions 011-763-99-159.5600\_004

(\$1,800,000) - Decrease Magistration Contract Services 011-763-99-153.5448

(\$1,200,000) - Decrease ARPA Operating 011-763-99-159.5301

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Project Contributions

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Grant Agreement ESD #8  
ESD 8 PW

# **HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT**

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County (“Hays County”) and Jim Weatherford principal of Hays County Emergency Services District #8 (“Beneficiary”), located at PO Box 782, TX 78610 on the date below written.

## **SECTION 1 – FUNDING**

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$3,000,000 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

## **SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT**

Grant funds may be used to mitigate Beneficiary’s financial hardship from the increased costs as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to recover the increased cost of their construction project and build additional capacity to mitigate the impacts of COVID-19 and future pandemics on disproportionately impacted populations.

## **SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS**

Funds are provided to Beneficiary to support continued operations of Beneficiary’s current Hays County business/special-purpose unit of local government /non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Beneficiary acknowledges that the use of Grant funds can only be used for working capital on their Lois Lane fire station construction project to mitigate and recover from the increased costs caused by the COVID-19 pandemic induced construction price escalation and to improve response times to impacted and disproportionately impacted populations. The use of grant funds

for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

Grantee certifies, warrants and represents that Beneficiary is in full compliance with and not delinquent in payment of any taxation to which Beneficiary is subject, Beneficiary is a special-purpose unit of local government or a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of September 20, 2022 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Beneficiary fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the COVID-19 pandemic.

Beneficiary will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Beneficiary will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Beneficiary certifies that all of the following statements are true:*

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Beneficiary is either:
  - A special-purpose unit of local government
  - A 501(c)(3); or
  - A 501(c)(19); or
  - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
  - A small business that has no more than 500 payroll employees as of July 14<sup>th</sup>, 2022.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.

- Beneficiary is not any of the following:
  - K-12 School
  - College or university
  - Library
  - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
  - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
  - Beneficiary certifies that 55 employees were employed by the business/special-purpose unit of local government/non-profit as of September 20, 2022.

#### **SECTION 4 - NONDISCRIMINATION CLAUSE**

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

#### **SECTION 5 – MISCELLANEOUS**

A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial

or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate this condition precedent to judicial or quasi-judicial action.

G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created September 20, 2022 through December 31, 2026.

## **SECTION 6 – PAYMENT**

A. Amount of Grant: The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of

completed project work, validation of actual expenditures and subject to compliance with the voucher procedures as described below.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Beneficiary submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the “Auditor”). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.**

BENEFICIARY: Hays County Emergency Services District #8

Owner Name: Jim Weatherford

Owner Title: President

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# HCTX104\_Emergency Service District #8

HAYS COUNTY ARPA SLFRF PROJECT



# HCTX104\_Emergency Service District #8

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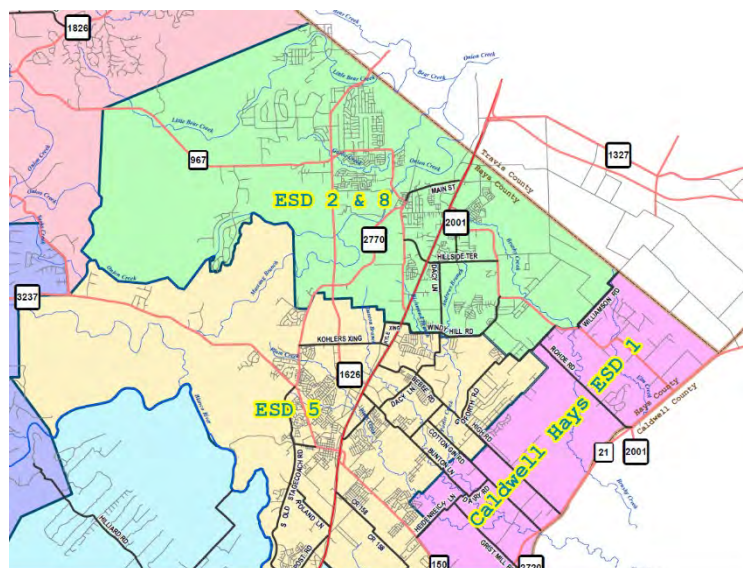
# 1 EMERGENCY SERVICE DISTRICT #8 OVERVIEW

## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hays County Emergency Services District #8 (ESD 8) is the political subdivision established by local voters for the purpose of raising money through ad valorem taxes on all real property located within the district. An emergency services district is a grassroots governmental entity that provides fire protection or emergency medical response (or a combination of the two) to Texans. The Buda Fire Department became part of the Northeast Hays County Rural Fire Prevention District #3 in 1984 which allowed the fire department to be funded by tax money. In July of 2003 this was converted to Hays County Emergency Service District #8 (ESD 8). In October 2010, Hays County ESD #2 contracted with Hays County ESD #8 to provide Emergency Medical Services (EMS) to the district.

ESD 8's service area spans from the borders of Driftwood and Austin in the West to Williamson Road and Goforth Road in the East. On its northern border is the Hays County limits. The southern border is the Onion Creek, Kyle city limits, and Windy Hill Road. The ESD 8 service area east of I-35 is where some of the lowest median income (\$45,610.01 - \$68,021.01) residents live in Hays County (Figure 2), along with the highest concentration of persons of Hispanic origins (Figure 3)<sup>1</sup>.

Figure 1: ESD 8 Service Area



In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID-19 than White individuals.<sup>2</sup> Recent data from the CDC shows that Hispanic or Latino persons, respectfully, are 2.1 times more likely to be hospitalized for COVID-19 as well as 1.8 times more likely to die from the disease<sup>3</sup>. Rate ratios are compared to White, Non-Hispanic persons. A county-level statistical analysis spearheaded by Rice University has found that early deaths statewide in Texas were disproportionately concentrated in Black and Hispanic communities.<sup>4</sup>

Between September 9, 2020, and August 24, 2021, ESD 8's response times for emergency services, including EMS, into the Shadow Creek subdivision east of I-35 was in excess of ten minutes 39% of the time. In contrast the response time for all calls was 13% in excess of ten minutes and 39% under 6

<sup>1</sup> Figures 2 through 4 are from <https://egis.hud.gov/cpdmaps/>

<sup>2</sup> Sebastian D. Romano et al., Trends in Racial and Ethnic Disparities in COVID-19 Hospitalizations, by Region—United States, March– December 2020

<sup>3</sup> [Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity | CDC](#)

<sup>4</sup> Race and ethnic minority, local pollution, and COVID-19 deaths in Texas | 2022

minutes<sup>5</sup>. This demonstrates the slower response times to the most vulnerable areas<sup>6</sup> of Hays County, as measured by the COVID-19 Community Vulnerability Index (CCVI), and the areas with majority Hispanic populations, who account for 41.2%<sup>7</sup> of COVID-19 cases in the County.

Further adding to the strain on ESD 8's resources is the mileage traveled to these distant locations. Fleet replacement is a major capital expense for EMS agencies. Many services have a defined time or mileage trigger that is used to determine when it's time to replace a vehicle. For light-duty chassis ambulances, regardless of if it's a pick-up truck/module (Type I) a van (Type II) or a van cutaway/module, services frequently replace vehicles at 250,000 miles or five years<sup>8</sup>. ESD 8's excess mileage traveling to underserved areas is adding to the district's expenses.

Building the fire station on the new Lois Lane, next to Pfluger Elementary, that connects to Dacy Lane is a proposal to alleviate the impacts on ESD 8 by the public health emergency and servicing the disproportionately impacted concentrated in 2010 Census tract 109.08 (109.08).

However, much media attention has been paid to the rising cost

Figure 2: Hays County Median Household Income

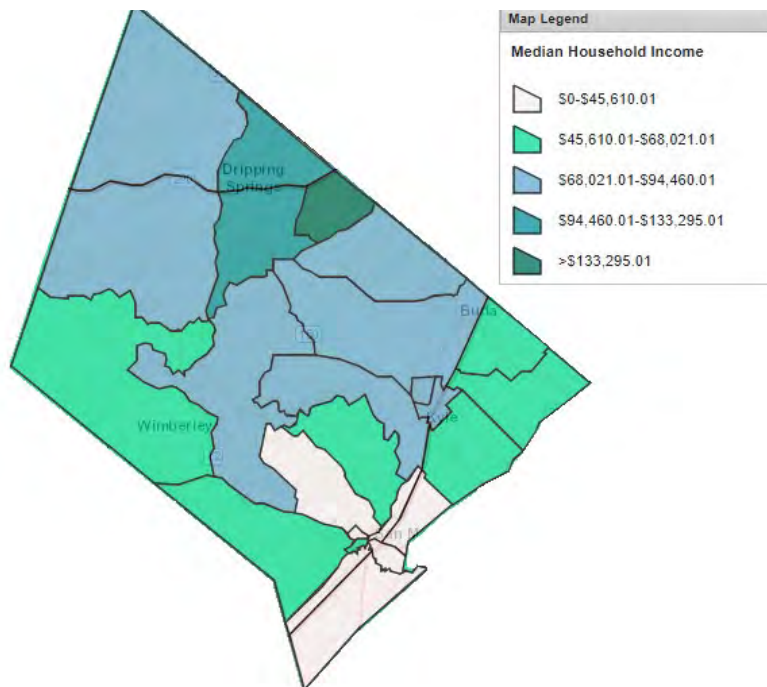
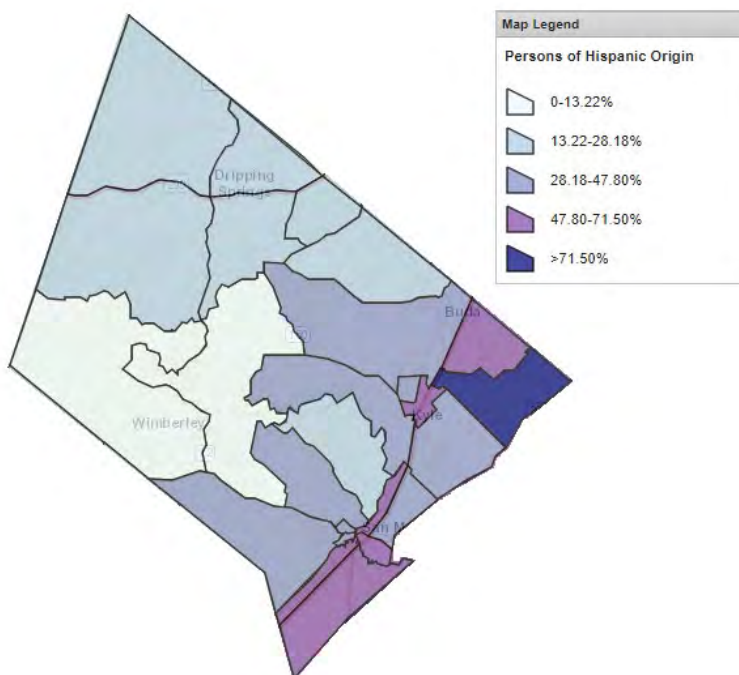


Figure 3: Persons of Hispanic Origin



<sup>5</sup> Incidents 20-21, August 26, 2021 | Buda Fire Department

<sup>6</sup> [Surgo Precision for Covid](#)

<sup>7</sup> [Hays County CISO COVID Stats](#)

<sup>8</sup> [Why Extending the Vehicle Replacement Cycles Makes Sense | EMS1](#)

of materials and construction products due to global supply chain issues exacerbated by the pandemic. ESD 8's Fire and EMS station project has been negatively impacted by these economic factors. Certain material prices were especially prone to wild fluctuations, such as steel (whose average costs more than doubled since the start of the pandemic) and lumber and plywood (whose price also doubled one year into the pandemic but has come back down). Other materials, like glass, drywall, and plastic construction products saw sharper price increases than other materials during this time. But price spikes were not simultaneous, and they didn't occur until well into the pandemic.

According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 39.2% higher in March 2022, continuing a staggering inflationary run that has characterized much of the pandemic.

Figure 4: Producer Price Index, March 2022

	1-Month % Change	12-Month % Change	% Change Since Feb 2020
Inputs to Construction	2.9%	24.4%	39.1%
Inputs to Nonresidential Construction	2.8%	25.0%	39.2%
Plumbing Fixtures and Fittings	0.5%	6.8%	9.0%
Fabricated Structural Metal Products	0.4%	36.0%	49.6%
Iron and Steel	1.4%	36.0%	90.1%
Steel Mill Products	-4.9%	42.9%	103.1%
Nonferrous Wire and Cable	4.4%	26.3%	48.1%
Softwood Lumber	7.6%	22.9%	136.2%
Concrete Products	0.2%	9.9%	12.8%
Prepared Asphalt, Tar Roofing & Siding Products	1.6%	22.6%	29.2%
Crude Petroleum	7.2%	62.2%	101.7%
Natural Gas	-30.1%	62.9%	201.2%
Unprocessed Energy Materials	-11.2%	58.7%	116.4%

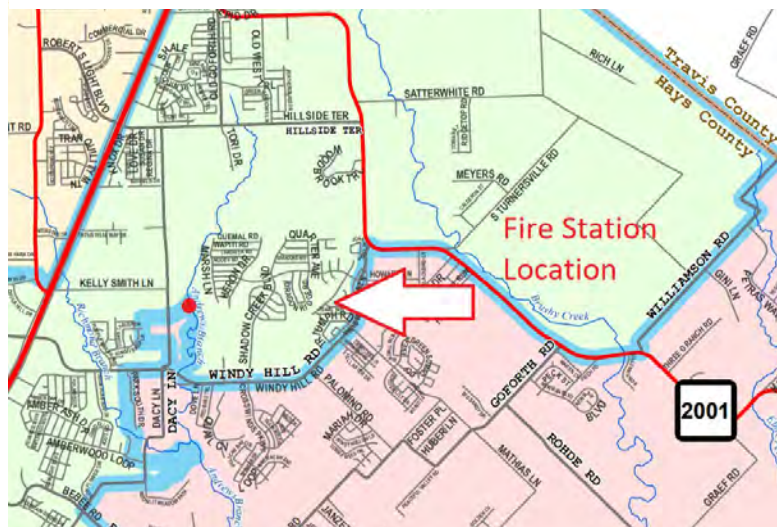
Source: U.S. Bureau of Labor Statistics

The original cost estimate for the ESD 8's new fire station in July of 2021 was between \$3,750,000 to \$4,100,000. An August 2022 engineer's opinion priced the building to be over \$5,000,000.

## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

In an effort to improve response times and better serve a disproportionately impacted population in an underserved area of Hays County, ESD 8 is proposing to build a ~9,357 square foot Fire and EMS station on Lois Lane. The red dot on Figure 6 represents the location of the new station on land expected to be owned by Hays County ESD 8 in October 2022. Note that Lois Lane is a half mile from Windy Hill Road, the border for 109.08.

Figure 5: Fire Station Location





As shown in Figure 6, the majority of responses to the area adjacent to the proposed station location (Shadow Creek) are 6 to 10 minutes with more than a third being over 10 minutes. These response times are much higher than the response times to the overall ESD Service Area. On average, a minute increase in response time increases mortality by between 8 and 17%.<sup>9</sup> Having a staffed station at the designated location would vastly improve services to a population disproportionately impacted by the public health emergency, drastically reducing response times to the area, increasing COVID-19 and future pandemic treatment capacity.

*Figure 6: Emergency Response Times September 9, 2020, and August 24, 2021*

<b>ESD 8 Service Area</b>	<b>Call Count</b>	<b>Response Time %</b>	<b>Shadow Creek</b>	<b>Call Count</b>	<b>Response Time %</b>
6 to 10 minutes	1326	48%	6 to 10 minutes	26	59%
More than 10 Minutes	372	13%	More than 10 Minutes	17	39%
Under 6 Minutes	1078	39%	Under 6 Minutes	1	2%
<b>Grand Total</b>	<b>2776</b>	<b>100%</b>	<b>Grand Total</b>	<b>44</b>	<b>100%</b>

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate ESD 8's financial hardship from the increased costs caused by pandemic induced construction price escalation and the impact on ESD 8 in responding to the disease itself (COVID-19 mitigation and prevention) while simultaneously providing services to address health disparities of a disproportionately impacted population. Plans for the Lois Lane station include sleeping arrangements for nine (9) Fire and EMS personnel, three apparatus drive-through bays to accommodate for an EMS Unit, fire engine, and brush truck. The newly constructed station will greatly improve ambulance response times to the eastern portions of Buda, Kyle, and East Hays County. Through a grant of \$3,000,000 to ESD 8 they will be able to:

- Recover the increased cost of their construction project; and
- Decrease response times to Hispanic, and low- or moderate-income households; and
- Increase maintenance cycles on response vehicles

### 1.3 PROGRAM SUMMARY

ESD 8 submitted an application for grant funds to Hays County for a new purpose-built fire station. The facility will be a combination of heavy and lightweight pre-engineered metal building, engineered and designed for 50 years of use and increased costs due to the pandemic. Plans for the station include sleeping arrangements for nine (9) Fire and EMS personnel, three apparatus drive-through bays to accommodate for an EMS Unit, fire engine, and brush truck. The applicant provided the Order Implementing the Results the Special Election of July 26, 2003 converting to a district operating under Health and Safety Code Chapter 775. Emergency Services Districts to support the eligibility of ESD 8 as a beneficiary. Documentation supporting the pandemic induced increase in cost of the ESD 8 Fire and EMS station are estimates of construction cost from 2021 and 2022. A cost analysis of the price increase and overall cost of the project was completed to determine cost reasonableness and proportionality to the harm experienced.

<sup>9</sup> DO EMERGENCY MEDICAL SYSTEM RESPONSE TIMES MATTER FOR HEALTH OUTCOMES? 2012

The validation and cost reasonableness analysis determined ESD 8 can demonstrate a pandemic related need up to \$7,187,800. ESD 8's award is \$3,000,000.

## 2 COMPARATIVE ANALYSIS

### 2.1 REASONABLENESS & PROPORTIONALITY

According to the Bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices are 39.2% higher. ESD 8's fire station construction estimate increase can be measured against this index. The original estimate for construction from July 2021 was \$3,750,000 to \$4,100,000. The August 2022 estimate increased this price to over \$5,000,000. Using the Bureau of Labor Statistics' 39.2% cost escalation demonstrates a baseline reasonable expected cost increase on average of \$1,538,600.

Low Estimate	High Estimate	Average	Time
\$3,750,000	\$4,100,000	\$3,925,000	7/14/2021
\$5,220,000	\$5,707,200	\$5,463,600	8/3/2022
\$1,470,000	\$1,607,200	\$1,538,600	Delta
		<b>39.2%</b>	<b>Percent Change</b>

EMS response time has an effect on health outcomes and life. On average, a minute increase in response time increases mortality by between 8 and 17%. A 1996 meta study determined that the incremental cost effectiveness for a 48-second improvement in response time in non-fire-based one-tiered systems (ALS) was \$368,000 per quality-adjusted life year (QALY).<sup>10</sup> The QALY is the basic unit used for health care cost-effective analysis and is equivalent to one year at full health for one individual, resulting from improved treatment. Adjusted for inflation that 48 seconds, or .8 minutes, is now \$706,150. The improvement of response times by 4 minutes in 2022 dollars would be worth \$3,530,750 per QALY.

Incremental 48 Sec Decrease	Benefit/QALY	Inflation Adjustment <sup>11</sup>
0.8	\$368,000	\$706,150
1.6	\$736,000	\$1,412,300
2.4	\$1,104,000	\$2,118,450
3.2	\$1,472,000	\$2,824,600
4	\$1,840,000	\$3,530,750
4.8	\$2,208,000	\$4,236,900
5.6	\$2,576,000	\$4,943,050
6.4	\$2,944,000	\$5,649,200

<sup>10</sup> Cost-effectiveness analysis of potential improvements to emergency medical services for victims of out-of-hospital cardiac arrest

<sup>11</sup> [CPI Inflation Calculator](#)

The increase in costs supplied by ESD 8 are in line with the pandemic induced rise in construction cost. The decreased response time to the area of Hays County where most of the Hispanic, and low- or moderate-income households reside yields a benefit in-line with the cost of construction of the fire station. The grant amount requested is reasonable.

## 2.2 COMPARISON OF PROPOSED CAPITAL PROJECT

Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

### 2.2.1 ESD 5 Fire Station Renovation and New Construction

The capital expenditure is in response to the need to decrease response times to a disproportionately impacted population. Building a response station in the area of the impacted population to house EMS services solves this by staging ambulances closer to the areas where response time is higher. EMS has a shorter distance to travel in response to the call.

ESD 5 is renovating and extending existing improved property to establish its fire station at 127 High Road for a similar purpose. The ~8,203 square foot 127 High Road is a pre-engineered metal building (PEMB) with light gage steel mezzanine and emergency weather shelter. We will use the lower price from the 127 High Road 9/15/2021 estimate as a baseline of \$3,225,000. This yields a price of \$393 per square foot for 127 High Road.

The lower price from ESD 8's 7/14/2021 estimate was \$3,750,000 for a ~9,357 square foot fire station on Lois Lane. This yields a price of \$401 per square foot for Lois Lane. The difference in price per square foot is \$8, a nominal 2%.

### 2.2.2 Additional Ambulances

Advanced life support (ALS) ambulances are staffed by a paramedic and transport patients who require a higher level of medical monitoring. Patients who require ALS transport may include medical/surgical patients with continuous IV medicine, patients on a cardiac monitor, patients moving to a higher level of care, or patients on a chronic ventilator. The paramedics and EMTs who staff the ALS ambulances have a high level of training and are allowed to start IVs, administer medications, and give injections to help stabilize the patient on the way to a nearby trauma center.

Recent estimates from the San Marcos Hays County EMS place the cost of an ALS ambulance at \$398,397.50.<sup>12</sup> \$3,000,000 would equal approximately 7 ½ ALS ambulances. An increase in ALS ambulances could be effective in response to increased call volume. However, the purpose of this capital expenditure is to reduce response time to calls.

As noted above, a 48-second improvement in response time is \$706,150.05 per QALY. The equivalent value would be about 2 ALS ambulances, but those 2 ambulances would not decrease response time if launched from outlying Hays County ESD #8 Fire and EMS Stations. Therefore, the capital expenditure

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<sup>12</sup> HCTX107\_EMS Ambulances PW

on ALS ambulances would yield a \$0 benefit to the goal of improved response time without a fire station closer to the disproportionately impacted population.

### 3 ELIGIBILITY

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#### 3.1 FINAL RULE<sup>13</sup>

(b) Responding to the public health emergency or its negative economic impacts. A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in paragraph (b)(1) of this section or is enumerated in paragraph (b)(3) of this section; provided that, in the case of a use of funds for a capital expenditure under paragraphs (b)(1) or (b)(3) of this section, the use of funds must also meet the criteria provided in paragraph (b)(4) of this section. Treasury may also articulate additional eligible programs, services, or capital expenditures from time to time that satisfy the eligibility criteria of this paragraph (b), which shall be eligible under this paragraph (b).

(1) Identifying eligible responses to the public health emergency or its negative economic impacts.

(i) A program, service, or capital expenditure is eligible under this paragraph (b)(1) if a recipient identifies a harm or impact to a beneficiary or class of beneficiaries caused or exacerbated by the public health emergency or its negative economic impacts and the program, service, or capital expenditure responds to such harm.

(ii) A program, service, or capital expenditure responds to a harm or impact experienced by an identified beneficiary or class of beneficiaries if it is reasonably designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and is related and reasonably proportional to the extent and type of harm or impact experienced.

#### 3.2 DISPROPORTIONATELY IMPACTED COMMUNITIES

Step 1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID- 19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within

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<sup>13</sup> [31 CFR 35.6\(b\)](#)



that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Step 2. Design a response that addresses or responds to the impact. Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

### 3.3 SPECIAL-PURPOSE UNITS OF GOVERNMENT<sup>14</sup>

Special-purpose units of local government are not eligible to receive an award as a recipient under the SLFRF program; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government to carry out a program or project on its behalf as a subrecipient. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts. A recipient can also provide funds to an entity that is special-purpose government for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic.

### 3.4 CAPITAL EXPENDITURE

The total expected capital expenditure of the Fire and EMS Station is over \$1 million. The final rule clarifies that recipients may use funds for capital expenditures that support an eligible COVID-19 public health or economic response. Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities is an enumerated project to respond to disproportionately impacted communities.

#### 3.4.1 Description of the harm or need to be addressed

Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

In Section 1.1 evidence is provided that demonstrates the need for the capital expenditure in detail.

#### 3.4.2 Explanation of why a capital expenditure is appropriate

For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.

The fire and EMS station being constructed off of Lois Lane is to address the harm of increased EMS response time to a disproportionately impacted population. Response time is a physical limitation of time and distance traveled that cannot be adequately addressed through policy. The impact of response

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<sup>14</sup> Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions 1.3|July 27, 2022

time on health outcomes is detailed in Section 2.1. A comparison of alternatives is presented in Section 2.2.



# HAYS COUNTY

## American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

### Applicant Information

<u>Applicant Name</u>	HAYS COUNTY EMERGENCY SERVICES DISTRICT #8		
<u>Address</u>	PO Box 1159		
<u>City</u>	Buda	<u>State</u>	TX
<u>Zip Code</u>	78610		
<u>Organization Type</u>	Special-purpose units of local government		
<u>Telephone</u>	(512) 295-2232		
<u>Point of Contact</u>	CLAY HUCKABY		
<u>Title</u>	CHIEF		
<u>DUNS, UEI, or EIN Number</u>	143310543		
<u>Amount Requested</u>	\$3,000,000.00		

### Eligibility

- 1 Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 2026
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? No
- 6 Has any federal, state, or local funding been received for this service or program? No



# HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

## Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	
Texas Exemption Verification Letter	
Other	
Specify:	district creation documents

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	X
Labor Hours and Rates	
Change Orders	
Other	
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	Documented response times of emergency services dispatched from existing fire stations to disproportionately impacted populations
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10 Documents showing decreased revenue:

Other	
Specify:	



# HAYS COUNTY

## Certifications

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- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials

ch

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

ch

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials

ch

Signature

Clay Huckaby

Print Name

Clay Huckaby

Title

Fire Chief

Date

9/15/2022

ORDER DECLARING RESULTS OF AN ELECTION

TO CREATE

"NORTHEAST HAYS COUNTY RURAL FIRE PREVENTION DIST. #3"

Whereas, at an election duly and regularly held on the 11th day of August A.D., 1984, within that portion of Hays County, Texas, described as:

All of Hays County Justice Precinct #5 and including that area of Hays County Justice Precinct #2 which is bounded on the south by the north line of the Negley Ranch, and the north line of Mountain City Oaks subdivision on the west by the west line of the Morton M. McCarver Survey No. 4 and on the north and east by the south line of Justice Precinct #5.

there was submitted to the legal voters thereof the question whether the above described territory shall be formed into a Rural Fire Protection District under the provisions of the laws of this State; and

Whereas, at such election 103 votes were cast in favor of formation of said district and 9 votes were cast against such formation; and

Whereas, the formation of such Rural Fire Prevention District received the affirmative vote of the majority votes cast at such election as provided by law;

Now, therefore, the County Commissioners' Court of Hays County, Texas, do hereby find, declare and order that the tract hereinabove described has been duly and legally formed into a Rural Fire Prevention District under the name of "NORTHEAST HAYS COUNTY RURAL FIRE PREVENTION DISTRICT #3", under and pursuant to Article III, Section 48-d of the Constitution of Texas, and with the powers vested in such district conferred by law.

Signed this the 13th day of August A.D., 1984.



HAYS COUNTY COMMISSIONERS' COURT

Walter Burnett  
WALTER BURNETT, COUNTY JUDGE

Rafael Gonzalez  
RAFAEL GONZALES  
COMMISSIONER, PRECINCT NO. 1

Dan Campos  
DAN CAMPOS  
COMMISSIONER, PRECINCT NO. 2

Craig D. Payne  
CRAIG D. PAYNE  
COMMISSIONER, PRECINCT NO. 3

ABSENT  
LEONARD C. McCARTY  
COMMISSIONER, PRECINCT NO. 4

**THE STATE OF TEXAS**

**COUNTY OF HAYS**

I, Lee Carlisle, Clerk, County Court and Ex-Officio Clerk of the Commissioners' Court, do hereby certify that the foregoing contains a true and correct copy of an **ORDER DECLARING RESULTS OF AN ELECTION TO CREATE THE "NORTHEAST HAYS COUNTY RURAL FIRE PREVENTION DISTRICT #3"** as adopted on August 13, 1984, and as the same appears in Volume M on Page 181 of the Commissioners' Court Minutes.

Given under my hand and seal of office at San Marcos, Texas this the 19th day of June, 2002.



**LEE CARLISLE, COUNTY CLERK  
& EX OFFICIO CLERK OF THE  
COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS**

BY

*Gindec Gritsche*  
DEPUTY

# **Northeast Hays County Rural Fire Prevention District No. 3**

## **Order Implementing the Results of the Special Election Held on July 26, 2003**

A special election was held on July 26, 2003 for the purpose of adopting or rejecting the proposition:

The conversion of Northeast Hays County Rural Fire Prevention District No. 3 from a district operating under Chapter 794, Health and Safety Code, to the Hays County Emergency Services District No. 8, a district operating under Chapter 775, Health and Safety Code.

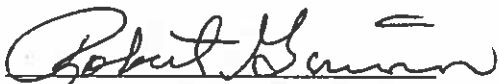
The results of that election have been declared in favor of the conversion.

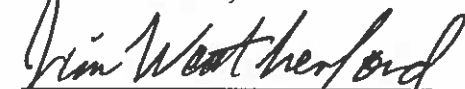
Therefore, it is hereby order that the Commissioners of the District implement the conversion required under the Health and Safety Code, and the District's name be changed to:


Hays County Emergency Services District No. 8

Effective October 1, 2003

Issued this 6<sup>th</sup> day of August, 2003.

  
Robert Guinn, President

  
Jim Weatherford, Comm.

  
James M. Huckaby, Treas.

  
Scott Stevens, V.P.

  
Paul Kaskie, Comm.





## Hays County Commissioners Court

Date: 09/20/2022

Requested By:

Wes Mau, District Attorney

Sponsor:

Commissioner Ingalsbe

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute a new contract with Thomson Reuters for online legal research services in the Hays County Criminal District Attorney's Office with funds budgeted for FY2023. **INGALSBE/MAU**

**Summary:**

The District Attorney's legal staff currently utilizes Westlaw for legal research and requests the Court to consider the terms of the new contract. The new contract is an upgrade as the current software is slowly being phased out. The term is for five years with a three-month bridge (which allows for lower monthly rates until the new FY23 staff begin on 1/1/23), and 3% yearly increase. The subscription cost includes an up-band for 40 attorneys and their assistants. The attached contract is effective October 1, 2022.

Attachment: Thomson Reuters Order Form Quote

State Contract: DIR-LGL-CALIR-02 (TXMS)

**Fiscal Impact:**

Amount Requested: \$26,301.27 (FY23)

Line Item Number: 001-607-00.5448

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funds are included in the F23 proposed budget for this contract.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Contract Services

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Quote-Thomson Reuters



## Order Form

Order ID: Q-03862044

Contact your representative matt.o'keefe@thomsonreuters.com with any questions. Thank you.

### Sold To Account Address

Account #: 1000623393  
HAYS COUNTY  
HAYS COUNTY CRIMINAL DISTRICT  
ATTY  
712 S STAGECOACH TRL STE 2057  
SAN MARCOS TX 78666-6254 US

"Customer"

### Shipping Address

Account #: 1000623393  
HAYS COUNTY  
HAYS COUNTY CRIMINAL DISTRICT  
ATTY  
712 S STAGECOACH TRL STE 2057  
SAN MARCOS TX 78666-6254 US

### Billing Address

Account #: 1000623393  
HAYS COUNTY  
HAYS COUNTY CRIMINAL DISTRICT  
ATTY  
712 S STAGECOACH TRL STE 2057  
SAN MARCOS, TX 78666-6254  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

**Thomson Reuters General Terms and Conditions** apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

### Online / Practice Solutions / Software Products

Material #	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Order Type
42510228	Westlaw Edge National Primary Law, Enterprise access, Government	40	Attorneys	\$2,304.12	60	Subscription Plus Bridge (see below)

### Monthly Charges for Online/Practice Solutions/Software Products

\$2,304.12

### Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
42510228	Westlaw Edge National Primary Law, Enterprise access, Government	40	Attorneys	\$1,854.73	3

### Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Banded Product Subscriptions.** You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

#### Miscellaneous

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

#### Amended Terms and Conditions

**The paragraph entitled "Banded Product Subscriptions" is deleted in its entirety and replaced with the following:**

**Attorney Count.** You currently have the number of attorneys (e.g., full-time, and part-time partners, associates, contract attorneys, staff attorneys, of counsel and the like) in the order form. You agree to report your then-current attorney count within 30 days before each anniversary of the Effective Date. For each 10% increase or decrease in your attorney count, your Monthly Charges will be increased or decreased by 6% beginning on the anniversary of the Effective Date. As applicable we will provide you with written confirmation of any increase or decrease in Monthly Charges.

#### **Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-03862044**

Signature of Authorized Representative for order

Title



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**Printed Name**

---

**Date**

This Order Form will expire and will not be accepted after 10/14/2022.



## Attachment

**Order ID: Q-03862044**

Contact your representative [matt.o'keefe@thomsonreuters.com](mailto:matt.o'keefe@thomsonreuters.com) with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000623393

This order is made pursuant to: Texas MSA Contract No.

DIR-LGL-CALIR-02: Internal use only (TXMS)

**Order Confirmation Contact (#28)**

Contact Name: Mau, Wes

Email: [wes.mau@co.hays.tx.us](mailto:wes.mau@co.hays.tx.us)

**eBilling Contact**

Contact Name Emily Sierra

Email [emily\\_sierra@co.hays.tx.us](mailto:emily_sierra@co.hays.tx.us)

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

### Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Emily	Sierra	<a href="mailto:emily_sierra@co.hays.tx.us">emily_sierra@co.hays.tx.us</a>	EML PSWD CONTACT

### Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42076680	Gvt - National Primary Core



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 09/20/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

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#### Agenda Item:

Discussion and possible action to authorize the Recycling and Solid Waste Department to utilize salary savings to pay down compensation accruals for the Recycling and Solid Waste Manager position and approve an additional 120 hours of vacation time to be rolled to FY23 to be used by March 31, 2023. **SHELL/T.CRUMLEY**

#### Summary:

The Recycling and Solid Waste Department has been understaffed, creating additional compensation hours earned by the Recycling and Solid Waste Manager which exceed the federal maximum and the County H/R Personnel Policy. Due to being short-staffed, the department manager has also not been able to take vacation leave. The Director of Countywide Operations is requesting the Court to ratify approval of 11.75 hours paid (per federal requirements) for a total of \$279.30 on the August 31, 2022 payroll and to pay down 117 hours of compensation time utilizing salary savings. Additionally, requesting that all vacation time over the 240-hour vacation cap (as of September 30, 2022) be rolled into FY23 to be used by March 31, 2023.

#### Fiscal Impact:

Amount Requested: \$3,734.59

Line Item Number: 001-716-00]

#### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funding is available due to attrition.

Hourly Rate	23.77
Hours paid 8/31/22	11.75
Total Salary	279.30
Fringe	61.53
Total 8/31/22 Cost	340.83
Addtl Hours Requested	117.00
Total Salary	2,781.09
Fringe	612.67
Addtl Requested Payout	3,393.76
Total FY22 Impact	3,734.59

#### Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Salary and Fringe

New Revenue Y/N?: N/A

Comments:

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 09/20/2022

Requested By:

Judge Dan O'Brien

Sponsor:

Commissioner Shell

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**Agenda Item:**

Discussion and possible action to authorize the County Courts at Law to hire the Mental Health Court Caseworker, grade 111 position at the 66.46th percentile effective October 1, 2022. **SHELL/O'BRIEN**

**Summary:**

The Mental Health Court Caseworker candidate has over 9 years of experience working in the social work field as a direct service provider and program manager for multiple programs. The candidate has managed a jail diversion program for women with dual diagnoses and is knowledgeable of effective interventions used with vulnerable populations. Additionally, the candidate is fluent in Spanish and sign language. This position was previously offered to another candidate at the 50th percentile (as approved by court on 6/7/22), however the offer was declined.

**Fiscal Impact:**

Amount Requested: \$16,132

Line Item Number: 011-763-99-161]

**Budget Office:**

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: No

Comments: If approved, additional funds required will be budgeted for FY23 during the final budget hearing.

Base Salary Minimum	39,780
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Salary @ 66.46th percentile	<u>53,000</u>
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Difference	13,220
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Fringe	<u>2,912</u>
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Total Annualized Impact	16,132
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50th approved on 6/7/22	<u>(12,136)</u>
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Addtl funds required	3,996
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**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Salaries and Fringe Expenses

New Revenue Y/N?: N/A

Comments:

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Tammy Crumley

**Sponsor:**

Judge Becerra

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**Agenda Item:**

Discussion and possible action to authorize the County judge to execute a Service Contract related to RFP 2022-P01 Electronic Security Upgrades between Hays County and CML Security, LLC. **BECERRA/T.CRUMLEY**

**Summary:**

On August 30, 2022, the Commissioners Court awarded RFP 2022-P01 to CML Security, LLC. to provide the upgrades to the electronic security system at the Government Center and Historic Courthouse.

**Fiscal Impact:**

Amount Requested: \$1,450,927

Line Item Number: 001-645-00.5741

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funds are included in the FY23 proposed budget for Misc. Capital Improvement projects.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Miscellaneous Capital Improvements

New Revenue Y/N?: N/A

Comments:

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### Attachments

RFP 2022-P07 Agreement

Exhibit A - RFP & Proposal

Exhibit B - Pricing



**AGREEMENT FOR ELECTRONIC SECURITY UPGRADES  
RFP: 2022-P07**

This Agreement for ELECTRONIC SECURITY UPGRADES (the "Service Contract") is entered into by and between Hays County, Texas, a political subdivision of the State of Texas (the "County"), and CML Security, LLC (the "Contractor").

**WHEREAS**, the County desires to enter into the Services Contract for the service of ELECTRONIC SECURITY UPGRADES (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Hays County Purchasing Office or its designee), the Contractor shall provide Electronic Security Upgrades to the Hays County Government Building and Historic Courthouse in accordance with the proposal specifications and SOW detailed in RFP 2022-P07, *Exhibit "A"*; and

**WHEREAS**, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Services Contract; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, the County and the Contractor agree as follows:

**TERM OF CONTRACT:** The term of this Service Contract shall be six (6) months for substantial completion, commencing upon final award by the Commissioners Court, and from Notice to Proceed (NTP). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing. Any such written termination notice must be in accordance with Notices below.

**TERMINATION:** Either party may cancel this Service Contract with or without cause or penalty upon ninety (90) days written notice in accordance with Notices below. Should this Service Contract be terminated for any reason, Contractor shall be entitled to payment for work performed prior to termination, including overhead and profit, and costs of demobilization.

**COMPENSATION:** Contractor will be compensated for the Work based on the terms of which are cited in Contractor's rate schedule, which is attached hereto as *Exhibit "B"*. Despite any reference to Contractor's rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed the total cited in Exhibit "B".

**INVOICING:** Contractor will deliver an invoice (the "Invoice") to the County within seven (7) calendar days upon completion of work monthly. County agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice after billed work has been verified by a county representative. The County Representative shall perform such verification within seven (7) days of delivery of Contractor Invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late

payments or failure to pay Invoices can result in termination of this Service Contract. If Contractor is not paid undisputed amounts within fifty (50) days from submission of a Contractor Invoice, and following five (5) days written notice, Contractor shall be entitled to stop work.

**NOTICE OF COMPLETION:** Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete. Final Payment by County to Contractor shall be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

**HOLIDAYS:** Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis.

**APPROPRIATION OF FUNDS:** In the event the Hays County Commissioners Court fails to appropriately adequate funding for this agreement in any given fiscal year, this Service Contract shall automatically terminate on October 1<sup>st</sup> of such fiscal year.

**INDEMNIFICATION: TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS OR ASSIGNS FROM LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH ARISES OUT OF THE WORK PERFORMED OR FAILED TO BE PERFORMED UNDER THIS SERVICE CONTRACT. CONTRACTOR SHALL NOT BE LIABLE FOR DELAY, LOSS, OR DAMAGE CAUSED BY WARFARE, RIOTS, STRIKES, BOYCOTTS, CRIMINAL ACTS, ACTS OR OMISSIONS OF OTHERS, FIRE, WATER DAMAGE, NATURAL CALAMITY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL. TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM CLAIMS FOR INJURY TO CONTRACTOR'S EMPLOYEE AND OTHERS RESULTING FROM THE CONDITION OF THE COUNTY'S PREMISES OR EQUIPMENT BUT ONLY TO THE SAME EXTENT SAME IS NOT CAUSED BY CONTRACTOR'S FAULT.**

**TERMINATION BY DEFAULT:** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Service Contract, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within the thirty (30) days, or the party in breach has not commenced the cure within thirty (30) days, then the injured party may terminate the Service Contract.

**GOVERNING LAW AND VENUE:** Both parties to this Service Contract irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Service Contract shall be governed by, interpreted, and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law.

**INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of the County. The County agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of the Service Contract.

**NOTICES:** Notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the following:

TO HAYS COUNTY:

Hays County Courthouse  
Hays County Judge's Office  
Attn: Judge Ruben Becerra  
111 East San Antonio Street, Suite 300  
San Marcos, TX 78666  
Phone: (512) 393-2205

WITH COPY TO:

Hays County Countywide Operations Department  
Attn: Tammy Crumley  
712 S. Stagecoach Trail, Ste. 1045  
San Marcos, TX 78666  
Phone: (512) 878-6673

TO

CML Security, LLC  
Attn: Tommy Thoene  
1785 W. 160<sup>th</sup> Ave., Ste. 700  
Broomfield, Co 80023  
Phone: (303) 653-8404

**HAYS COUNTY HISTORIC COURTHOUSE (111 E. SAN ANTONIO ST., SAN MARCOS, TX):**

1. Contractor shall install a new, "stand-alone" Video Surveillance System for the Historic Courthouse consisting of indoor dome cameras and outdoor multi-image cameras, camera mounting hardware, Cat. 6 system cabling, Video Management System (consisting of network video recording (NVR) system, NVR software and system workstation) support, maintenance, warranty and training. Work under this scope of work (SOW) includes, but

not limited to, all labor, materials, tools, field supervision, review/coordination of existing conditions, etc., necessary for a complete installation to ensure a functional system as required by issued project documents in RFP 2022-P07, which is attached hereto and incorporated herein as *Exhibit "A"* and pricing cited in *Exhibit "B"*.

**HAYS COUNTY GOVERNMENT BUILDING (712 S. STAGECOACH TRAIL, SAN MAROCS, TX):**

1. Contractor shall install electronic security systems upgrade for both the Building Security and Detention Security functions to include replacement of systems "head-end" components, system control workstations, system field devices, system cabling, modifications to area equipment rooms, and main security equipment room, uninterruptible power supply (UPS). Work under this scope of work (SOW) includes, but not limited to, all labor, materials, tools, field supervision, review/coordination of existing conditions, etc., necessary for a complete installation to ensure a functional/integrated control system as required by issued project documents in RFP 2022-P07, which is attached hereto and incorporated herein as *Exhibit "A"* and pricing cited in *Exhibit "B"*.

**ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties. All prior negotiations between parties are merged in the agreement, and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except by written instrument and signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

The effective date of this Agreement will for all purposes be the date of the execution of the last to sign, whether the County or the Contractor.

**In Witness Whereof**, the parties have executed this Agreement as of the date(s) set forth below.

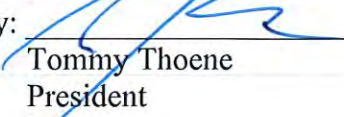
**(DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE)**

**HAYS COUNTY, TEXAS**

By: \_\_\_\_\_  
Ruben Becerra  
Hays County Judge

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

**CML SECURITY, LLC**

By:  \_\_\_\_\_  
Tommy Thoene  
President

Date: 9-16-22



## SOLICITATION, OFFER AND AWARD

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

**Solicitation No.:**  
RFP 2022-P07 Electronic Security Upgrades

**Date Issued: July 7, 2022**

### SOLICITATION

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

**2:00 p.m. local time August 1, 2022.**

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

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

Questions concerning this RFP must be received in writing no later than 5:00 on July 20, 2022.

Phone No.: (512) 393-2283

### OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

#### Respondent

Entity Name:  
Mailing Address:

#### Respondent's Authorized Representative

Name:  
Title:  
Email Address:  
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of  
person authorized to conduct  
negotiations on behalf of Respondent:

### NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award  
made by Commissioners Court on:

Date:

Agenda Item:

**Important: Award  
notice may be made  
on this form or by  
other Authorized  
official written notice.**

\_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hays County Clerk

\_\_\_\_\_  
Date

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## I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

### **A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:**

**The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:**

- \_\_\_ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- \_\_\_ 2. Attachment A: Cost Proposal
- \_\_\_ 3. Vendor Reference Form

### **Required Forms by Hays County:**

- \_\_\_ 1. Conflict of Interest Questionnaire completed and signed
- \_\_\_ 2. Code of Ethics signed
- \_\_\_ 3. HUB Practices signed
- \_\_\_ 4. House Bill 89 Verification signed and notarized
- \_\_\_ 5. Senate Bill 252 Certification
- \_\_\_ 6. Debarment & Licensing Certification signed and notarized
- \_\_\_ 7. Vendor/Bidder's Affirmation completed and signed
- \_\_\_ 8. Federal Affirmations and Solicitation Acceptance
- \_\_\_ 9. Related Party Disclosure Form
- \_\_\_ 10. System for Award Management ([www.SAM.gov](http://www.SAM.gov)) Entity Registration Page
- \_\_\_ 11. Any addenda applicable to this solicitation

**Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:**

- \_\_\_ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to:  
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

OR

- \_\_\_ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:  
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666



## II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2022-P07  
Electronic Security Upgrades
- 3. Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope  
One (1) Original and one (1) digital copy on a thumb drive, or  
Electronic Bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Pre-Bid Meeting** **July 18, 2022; 10:00 a.m. Central Time (CT)**  
Hays County Government Building  
712 S. Stagecoach Trail  
San Marcos, TX 78666
- 6. Deadline for Responses:** In issuing office no later than:  
**August 1, 2022; 2:00 p.m. Central Time (CT)**
- 7. Initial Contract Term:** September 2022 – until project completion  
**Six (6) months substantial completion from Notice to Proceed (NTP)**
- 8. Optional Contract Terms:** none
- 9. Bonding Requirements:** Performance & Payment Bonds: 100% of Contract Price within 10 days of award.
- 10. Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)
- 11. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than July 20, 2022; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents.

The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification,

supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

**12. Addenda**

Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

**13. Contact with County Staff:**

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

**Anticipated Schedule of Events**

July 7, 2022	Issuance of RFP
July 18, 2022	Pre-Bid Meeting (10:00 AM CST)
July 20, 2022	Deadline for Submission of Questions (5:00 PM CT)
August 1, 2022	Deadline for Submission of Proposals (2:00 PM CT) <b>Late proposals will not be accepted.</b>
September 2022	Anticipated contract award date

### III. Specifications

#### A. Introduction

Hays County (County) is soliciting for a qualified Electronic Security Contractor (ESC) to submit a proposal to furnish and install a turn-key Electronic Security Systems (ESS) Upgrade for the Hays County Government Building and Video Surveillance System (VSS) for the Hays County Historic Courthouse.

Independent project requirements will be required for each location but will not have any functional system tie-ins between the two. Both locations shall be bid under this RFP as one project but shall have individual project requirements that are defined within the project design documents. The awarded firm will be responsible for coordinating with the County's Facility Management Department to provide a project milestone schedule for each location.

#### B. Existing Technology Environment

Existing system network tie-ins that currently exist within the Government Building shall remain for the Building Control functions, while the Detention Control functions shall remain as a "stand-alone" network internal to the Government Building only.

#### C. Scope of Work

The Electronic Security Contractor (ESC) shall provide a fully engineered, field coordinated and installed Electronic Security Systems (ESS) and Video Surveillance System (VSS) project requirements for the following two Hays County locations:

- *Hays County Historic Courthouse: 111 E. San Antonio St., San Marcos, TX 78666*  
Project requires a new, "stand-alone" Video Surveillance System for the Historic Courthouse consisting of indoor dome cameras and outdoor multi-image cameras, camera mounting hardware, Cat. 6 system cabling, Video Management System (consisting of network video recording (NVR) system, NVR software and system workstation) support, maintenance, warranty and training. Work under this scope of work (SOW) includes, but not limited to, all labor, materials, tools, field supervision, review/coordination of existing conditions, etc., necessary for a complete installation to ensure a functional system as required by issued project documents.
- *Hays County Government Building: 712 S. Stagecoach Trail, Ste. 1071, San Marcos, TX 78666*  
Project requires electronic security systems upgrade for both the Building Security and Detention Security functions to include replacement of systems "head-end" components, system control workstations, system field devices, system cabling, modifications to area equipment rooms, and main security equipment room, uninterruptible power supply (UPS). Work under this scope of work (SOW) includes, but not limited to, all labor, materials, tools, field supervision, review/coordination of existing conditions, etc., necessary for a complete installation to ensure a functional/integrated control system as required by issued project documents.

#### **The system will include the following: (include system requirements & specifications)**

1. Access Control System (ACS)
2. Detention Intercom System (DIS)
3. Video Surveillance System (VSS)
4. Security Management System (PLC & GUI)
5. Network Equipment
6. Uninterruptible Power Supply (UPS)

- Refer to the RFP project documents for technical requirements to execute the scope of this RFP. Those project documents consist of all **Construction Documents Project Manual (Attachment B)** and **Construction Drawings (Attachment C)**

**Electronic Security Contractor (ESC) is responsible for the following: see General Conditions (Attachment C) for further explanation, expectations, and processes.**

1. Shop Drawings and other submittals are the responsibility of the Vendor.
2. Ordering and procuring all items specified herein.
3. Coordinating power, data and other infrastructure (including any new or replacement blocking/mounting support) requirements with Architect and Owner's Representative. Most locations in the Government Center will be replacing items in place; there are a few new installation locations where new services to the device will be required. All locations in the Historic Courthouse are new and will require extensive coordination in order to meet the requirements of Texas Historic Commission.
4. Coordinating delivery location of materials from factory. Bidder to arrange and pay for climate-controlled warehousing for storing product prior to installation.
5. Staging materials for installation. Do not plan for this to be able to happen on site.
6. Coordinating installation schedule and technicalities with Architect and Owner's Representative.  
Note: There is no loading dock at the Historic Courthouse, but there is one at the Government Center.
7. Protecting building from damage due to Electronic Security install.
8. Installing Electronic Security where and how indicated in Contract Documents.
9. Run power and data systems in Electronic Security where required.
10. Will be Responsible for cleaning up their messes and hauling their trash off site daily.
11. Ordering and installing incomplete parts and repairing or replacing damaged items.
12. User demonstration & training. All designated Hays County employees shall be fully trained on the new equipment and software.
13. Compiling spare parts and maintenance and warranty manuals.
14. Subcontractors can be hired to perform certain portions of the project; however, the Electronic Security Contractor shall not subcontract any portion of its installation responsibilities without first obtaining express written permission from Hays County. If Hays County consents to such subcontractor(s), the Electronic Security Contractor shall be fully responsible to Hays County for all acts and omissions of the subcontractor(s).
15. The Electronic Security Contractor is responsible for providing a complete and working system as intended. Any item or items missing on information provided to the Electronic Security Contractors does not relieve the Contractor from the responsibility of providing what is required for a complete system.

#### **Product Standards**

1. Within the RFP and documents, certain equipment manufacturers are listed. All items are noted what the base option is or any additional options. The Security Contractor may substitute manufacturers in their bid that may be more readily available or cost effective. All substitutions shall meet or exceed the minimum specifications of the products listed and are subject to approval. It is the responsibility of the Security Contractor to prove the substitution meets or exceeds the item specified. Once the proposal is accepted, the Security Contractor shall not be permitted to vary from the equipment proposed without written permission from the Engineer and Hays County.
2. The Security Contractor shall provide at the time of installation the latest available version of all software and equipment. Discontinued software and equipment shall not be accepted. All equipment shall be new. No refurbished/reused equipment shall be accepted.

3. The Security Contractor shall, within his/her proposal identify any item with which they cannot comply or comply by different means, fully explaining this difference. Any item not specifically cited shall be assumed to comply and the Security Contractor shall be strictly held to the performance described in these documents.

### **Drawings**

The Electronic Security Contractor (ESC) shall submit to Engineer on Record (EOR), on behalf of Hays County, for review and approval, pre-installation submittals consisting of engineered shop drawings and product data. Partial submittals shall not be accepted. The ESC shall not be relieved from responsibility for any deviation from the requirements of the project documents by Hays County's approval of pre-installation submittals unless the ESC has specifically informed Hays County in writing of such deviation at the time of submission and Hays County has given written approval to the specific deviation. All work shall be in accordance with approved submittals.

1. The submittals shall illustrate the ESC's clear understanding of the project requirements that shall allow for evaluation of said understanding by Hays County. Anything less shall be deemed "Unacceptable".
2. The ESC shall review the documents with the subcontractors (floor plans, riser, details, etc.) to ensure the scope is accurately and fully understood. The ESC shall bring any discrepancies to the attention of the EOR and Hays County.
3. Should the submittals be rejected by Hays County more than twice as inadequate or not meeting the requirements set forth in this RFP, Hays County may seek a third party to complete the documents and charge the ESC any related fees.
4. Refer to Architect's specification Section 01 33 00 Submittal Procedures and Section 28 05 00 for information on the project submittal process.

### **Product Data (Attachment B: Section 01 78 23)**

1. Equipment schedules listing all system components, the manufacturer, exact model number and quantity of each.
2. Manufacturer's literature sheets for all system components as well as any warranty information. Indicate on the sheet the unit to be provided if multiple items are shown.

### **Warranty (Attachment B: Section 01 78 36)**

1. The Security Contractor shall warrant the equipment, installation and programming, with the exception of the items supplied by others, for a period of one year following the date of final acceptance of the entire system by Hays County. Obtain an official sign-off or acceptance of the Work prior to establishing the start of the warranty.
2. Preventative maintenance shall be performed during the one-year warranty period and shall include, but not be limited to, a semi-annual maintenance check of all system components, which shall include cleaning, adjustments and necessary repairs.
3. The Security Contractor shall provide written notice to the Building Maintenance Director documenting any work performed during the one-year warranty period. Loaner equipment shall be provided for any equipment supplied by the Security Contractor not field repairable.
4. The Security Contractor shall include one year of software support updates for the SMS and CCTV system at the highest level available.
5. Repair or replacement service during the warranty period shall be performed 8-hours a day (normal work hours), five days a week, with a four-hour response time. **All required high lifts shall be included for the warranty.**

### **Maintenance and Software Support**

Provide a price for maintenance and software support for years 2 through 4 with escalation as required.

The maintenance shall comply with the requirements detailed in the warranty section above.

### **Substantial Completion**

Substantial completion (Section 01 77 00) is the stage in the progress of Work when the Work or designated portion thereof is sufficiently complete in accordance with Contract Documents so Owner can occupy or utilize Work for its intended use. **Substantial completion will be six (6) months from issue of Notice to Proceed (NTP).**

1. Work will not be considered for Substantial Completion until all systems and equipment are operational; all designated or required governing agency inspections and certifications have been made and posted, instruction of designated Owner's personnel in operation of systems and equipment has been completed and operation and maintenance data has been satisfactorily turned over to Owner. In general, the only remaining Work shall be minor in nature, such that Owner may occupy or utilize Work or designated portion thereof, and completion or correction of Work by Contractor would not materially interfere with or hamper Owner's intended business use or operation.
2. Contractor shall certify that all remaining Work will be completed within 30 consecutive calendar days following date of Substantial Completion, or as agreed to in writing, and failure to do so shall automatically reinstate provisions for damages due Owner as contained elsewhere in Contract Document or as provided by law for such period of time as may be required by Contractor to fully complete Work whether Owner has occupied Work or not.

### **D. Qualifications**

To be eligible to respond to this RFP, the proposing contractor must demonstrate that it, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Work section of this RFP, as well as Attachment B, to institutions similar in size and complexity to Hays County.

- The CONTRACTOR shall have a minimum of seven (7) years' experience in the fabrication, assembly and installation systems of greater or equal magnitude and quality as that being specified herein. This experience relates to the office performing the work and not the company on a national basis.
- By submitting a bid, the CONTRACTOR certifies that they are a factory authorized dealer/distributor of product quoted and is qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including availability of spare parts and replacements units.
- CONTRACTOR must have on-staff CCIE certified engineers for routing/switching and voice to provide any network support during installation that may cause outages to the Hays County Network. Names and certification numbers of employed CCIE's must be provided to the County as art of the proposal.
- CONTRACTOR shall supply information attesting to the fact that their installation and service technicians are competent factory trained and certified personnel capable of maintaining the system and providing reasonable service time.
- CONTRACTOR must demonstrate at least three (3) prior successful installation with in the last five (5) years with similar scope to this project and include these details as part of your proposal. Evidence must include the entity, supervisor contact information, length of the project and project description.
- CONTRACTOR must be legally licensed under applicable laws in the State of Texas. Any and all work shall be in accordance with all applicable national, state, and local codes, including but not limited to the codes listed in Attachment B: Construction Documents Project Manual, Section 01 42 19.

**REFERENCES:** Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

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

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

**TIME OF PERFORMANCE:** It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

**SYSTEM FOR AWARD MANAGEMENT:** Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

#### **E. Cost Proposal (Attachment A)**

Fill out Attachment A and return as your Cost Proposal. It should be included in your proposal and not as a separate document. **Any proposal that does not include Attachment A will be deemed non-responsive.** It is the intent of this RFP and Cost Proposal to provide the County with a fully installed and operational security system. Any item not specifically shown on the drawings or outlined in this RFP but inferred or required to provide a fully functional system as outlined shall be considered as included in the contract. This shall hold true whether identified on the drawings or the specifications.

- The proposal must include all costs that are necessary to successful completion of the project: materials, labor, permits, lifts, supervision, training, programming, warranties, freight, and all project requirements as specified in the contract documents.
- Quantities indicated in Attachment A are for bidding purposes only. If actual work requires more or fewer quantities than those quantities indicated, the provided quantities will be required at the unit sum/prices contracted.
- Measurement of Quantities:
  - Measurement of Area: measured by square dimension using mean length and width or radius.
  - Linear measurement: measured by linear dimension, at item centerline or mean chord.
  - Stipulated Sum/Price Measurement: Items measured by area or linear means or combination, as appropriate, as a completed item or unit of work.
- Final payment for work governed by unit prices will be made on basis of approved measurements and quantities, multiplied by unit sum/price for work which is incorporated in or made necessary by the work.
- The lowest/best price will not be used as the sole basis for entering into this contract; rather, an award will be made to the company providing the best value, cost and other factors considered.
- The project is tax free. Documentation shall be submitted after award.
- Contractors offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations in Section Two and must be submitted with their

proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

#### **F. Bonding Requirements**

The Contractor shall provide evidence satisfactory to OWNER of bonding capacity in the total estimated maximum amount of the CMR Contract in the Proposal.

The Contractor shall deliver payment and performance bonds to OWNER within ten (10) days of execution of the Contractor's Guaranteed Maximum Price proposal ("GMP"). The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code. The bonds shall be in the amount equal to the value the construction. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the OWNER. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than ten (10) percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the OWNER.

Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

#### **G. Proposal Requirements**

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and the understanding of the County's Needs.

Proposals shall include the following:

- **Front and rear covers**, not included in the 25-page count
- **Letter of Transmittal**: RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company. (Not included in the 25-page count)
- **Table of Contents**, not included in the 25-page count
- **Profile/Experience of the Company**
  - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
  - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
  - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.



- Related recent experience in managing federally funded local projects.
- **Key Personnel**
  - Provide resumes of all employees who may be assigned to provide services if your company is selected.
  - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Capacity to Perform**
  - Describe the capacity to perform the Scope of Work activities.
  - Provide a description of your proposed approach/strategy to provide and perform the objectives, specific elements, and tasks associated with services.
  - Quality Assurance Plan
  - Implementation Schedule
- **Cost Proposal (Attachment A)**
- **Proposed Project Schedule**
- **Quality Assurance, Indoor Air Quality Management Plan, & Control Plan**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County), not included in 25-page count**

Proposal Page limit is 25 front and back, Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

#### **H. Evaluation Criteria**

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

- |   |                  |
|---|------------------|
| 1. <b>Program cost proposal</b>   | <b>40 points</b> |
| Cost effectiveness and ability to complete the work within acceptable time periods, training, warranty, customer support, and maintenance     |                  |
| 2. <b>Capacity to Perform</b>   | <b>30 points</b> |
| Proposed work plan, and approach/methodology to implementing the hardware and completing the contract.  |                  |
| 3. <b>Experience of the Company</b>   | <b>30 points</b> |
| References from current or former clients, company history with biographies and/or resumes for principal contacts, and company certifications |                  |

#### **Interview (optional)**

#### **Ranking**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award. Interviews will be ranked after the interviews have been conducted.

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

#### **I. Submittal Requirements**

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive

#### **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

WITHDRAWING OF PROPOSALS: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

ADDENDA: Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

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

BASIS OF AWARD: The County reserves the right to award a contract for named project to a company on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

The awarded company expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

**J. State of Texas federally approved DBE program**

Hays County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. For some projects, Hays County may be required to set an aspirational goal, as recommended by the State, to secure a certain percentage of its competitively procured contracts with vendors that qualify as Disadvantaged Business Enterprises, as defined by the Act. Regardless of the project, Hays County, and qualified respondents, shall not discriminate on the basis of Race, color, national origin, or sex in the award and/or performance of the work described herein. Failure by the selected respondent to comply with the requirements described in this section will be considered a material breach of any contract that issues from this RFQ and may result in the termination of that agreement or the assertion of other remedies by Hays County.

**K. Small, Minority and Women Business Enterprises**

Affirmative Steps. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor.

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce,
6. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit statement of qualifications.

**L. Limitations**

**RIGHT TO ACCEPT OR REJECT:** The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

**COMMISSIONERS COURT APPROVAL REQUIRED:** The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

**Contractor or Individual's Obligation Regarding Evaluation**

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.

- b. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

#### **M. Warranty of Performance**

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case,

corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete **six months from notice to proceed (NTP)** the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$100 (one hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## IV. General Terms and Conditions for Solicitations

### Applicable To: Request for Proposals (RFP)

#### 1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFP.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
  - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
  - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

#### 2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

#### 3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

#### 4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor  
712 S Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
  - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
  6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
  7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
  8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
  9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
  10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
  11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing



Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which

reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

**25. FORFEITURE OF CONTRACT:**

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

**26. CONTRACTOR CLAIMS NOTIFICATION:**

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
  - i. The existence of the claim, or other action;
  - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
  - iii. The alleged basis of the claim, action or proceeding;
  - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
  - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

**27. CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System ([www.epls.gov](http://www.epls.gov)), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

**28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

**29. CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

### 30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

### 31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
  - i. The Schedule of Items/Services
  - ii. Terms and Conditions of Request for Proposals;
  - iii. General Provisions;
  - iv. Other provisions, whether incorporated by reference or otherwise; and
  - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

**32. MODIFICATIONS:**

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
  - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
  - ii. Method of shipment or packing.
  - iii. Place of deliveries.
  - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
  - v. Description of items to be provided.
  - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**33. PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
  - b. Provide County a waiver of subrogation.
  - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
  - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
  - e. Submit an original certificate of insurance reflecting coverage as follows:

---

Automobile Liability:

---

Bodily Injury (Each person) | \$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00

---

Commercial General Liability (Including Contractual Liability):

---

Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00

---

Excess Liability:

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Umbrella Form	Not Required
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---

Labor Liability:

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Worker's Compensation	Meeting Statutory Requirements
-----------------------	--------------------------------

## V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE
---------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

REFERENCE TWO
---------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

REFERENCE THREE
-----------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

## VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2283.



## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received _____	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  _____		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
<b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>		
<div style="margin-bottom: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div>		
<b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b> _____		
Signature of vendor doing business with the governmental entity _____		Date _____

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

### 2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### 3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
  - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

---

Signature

---

Date

X. Hays County House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative of  
\_\_\_\_\_(Company or Business name, hereafter referred to as Company) being an adult  
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and  
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter  
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the  
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

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

(if other than Texas, Write state in here \_\_\_\_\_)

\_\_\_\_\_  
Date

## XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

---

Company Name

---

Print Name of Company Representative

---

Signature of Company Representative

---

Date

### CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

---

Print Name of Hays County Purchasing Representative

---

Signature of Hays County Purchasing Representative

---

Date

---

IFB/RFP/RFQ Number

## XII. Debarment and Licensing Certification

STATE OF \_\_\_\_\_ §

COUNTY OF HAYS §

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas  
(if other than Texas, Write state in here \_\_\_\_\_)

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



### XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Phone

## XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

### 1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

### 2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

### 3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

### 4. **Equal Employment Opportunity**

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

### 5. **Wages**

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

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

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

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

**9. Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**10. Rights to Inventions Made Under a Contract or Agreement**

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

**11. Minority and Women's Businesses**

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

**12. Environmental Standards**

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
  - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**13. Historic Properties**

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

**14. All Other Federal Laws**

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES \_\_\_\_\_ NO \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

## XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

### Section A: Current Hays County Employee

Employee Name	Title

### Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

### Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

\_\_\_\_\_  
Name of Vendor

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

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

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

\_\_\_\_\_  
Date

<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
<b>Person</b>	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
<b>Person</b>	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2283

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

Stephanie Hunt  
**Procurement Manager**  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

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July 26, 2022

### **ADDENDUM #1** **RFP 2022-P07 Electronic Security Upgrades**

Please find attached Addendum #1 to **RFP 2022-P07 Electronic Security Upgrades**. Questions were answered by Hays County Staff.

Attachments to this addendum:

- Questions & Answers
- Attachment D: Pre-Bid Agenda & Sign-In
- Updated Attachment A: Cost Proposal

**Acknowledge receipt of this addendum by signing and returning this page with your proposal.**

---

Signature

---

Company Name

Date



**Addendum #1**  
**RFP 2022-P07 Electronic Security Upgrades**

**General Notes:**

- Access Control System: existing readers to be replaced, existing device cabling shall remain, existing reader interface modules (non-functioning – quantity of ten) to be replaced and upgrade system software.
- Detention Intercom System: existing field devices / existing device cabling to remain, all “head-end” components to be replaced.
- Video Surveillance System: Complete system replacement; to include “head-end” components, field devices and cabling; existing raceway currently in place.
- Security Management System: Complete replacement to include PLC System to include all existing relay / interface boards, no proprietary equipment shall be allowed.
- Network Equipment: Provide new Network and PoE switches; security network “backbone” fiber / termination cabinets and system workstations.
- Uninterruptible Power Supply: Provide new UPS components as identified within RFP documents.
- Historic Courthouse: New “local” Video Surveillance System consisting of new cameras and “stand-alone” video recording system.
- Complete System Functional Test shall be performed by the awarded vendor prior to pre-construction meeting of all existing devices (doors, readers, intercoms, panic devices and all other devices that have interface requirements with the PLC (with the exception of cameras)) to provide the current status/functionality of the security electronics systems.
- Updated: Attachment A – Added an optional project of adding cameras to the elevators.

**Questions & Answers:**

1. Would you please send me the Pre-Bid Attendees from the meeting held this morning or have it posted to the site?
  - *See Attachment D: Pre-Bid Agenda & Sign-in*
2. What restrictions are there with Courthouse ceilings?
  - *Modifications to the existing historical ceilings is prohibited, but most of the offices have lay in ceilings that will be utilized for cable pathways (plenum rated cabling). Per the plans the cabling will mainly be ran through the Janitor’s Closet on each floor and then ran to the Constable 1’s Office.*
3. Has all work been approved by the Historic Commission?
  - *The project is currently under review with the Texas Historic Commission.*
4. Is the work to be done for both the Courthouse & the Government Building to be done in six months?

- *Yes, multiple awards may be made. Hays County reserves the right to award each project (Government Center and Historic Courthouse) to either the same or different vendors, depending on what is in the best interest of the county.*
5. Do both systems need to be tied together?
- *No, they are separate, independent buildings with no systems connections.*

## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2283

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

Stephanie Hunt  
*Procurement Manager*  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

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July 26, 2022

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- Questions & Answers
- Attachment D: Pre-Bid Agenda & Sign-In
- Updated Attachment A: Cost Proposal

**Acknowledge receipt of this addendum by signing and returning this page with your proposal.**

---

Signature

---

Company Name

Date

**Addendum #1**  
**RFP 2022-P07 Electronic Security Upgrades**

**General Notes:**

- Access Control System: existing readers remain, upgrade software
- Detention Intercom System: field devices remain, upgrade
- Video Surveillance System: Complete replacement, raceway already there
- Security Management System: Complete replacement to include PLC, no proprietary equipment allowed.
- Network Equipment: Upgrades to switches
- Uninterruptible Power Supply: Additional Equipment
- Historic Courthouse: New System
- Functional Test will need to be done by the awarded vendor prior to pre-construction meeting of intercoms and readers.
- Updated: Attachment A – Added an optional project of adding cameras to the elevators.

**Questions & Answers:**

1. Would you please send me the Pre-Bid Attendees from the meeting held this morning or have it posted to the site?
  - *See Attachment D: Pre-Bid Agenda & Sign-in*
2. What restrictions are there with Courthouse ceilings?
  - *You can not mess with the ceilings, but most of the offices have lay in ceilings that will be utilized. Per the plans the cabling will mainly be ran through the Janitor's Closet on each floor and then ran to the Constable 1's Office.*
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  - *Yes, multiple awards may be made. Hays County reserves the right to award each project (Government Center and Historic Courthouse) to either the same or different vendors, depending on what is in the best interest of the county.*
5. Do both systems need to be tied together?
  - *No, they are separate of each other.*



### Proposal for:

Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic  
Security Upgrades** | RFP 2022-P07 | August 1,  
2022

### REQUEST FOR PROPOSAL

Hays County Auditor - Purchasing Office

RFP 2022-P07

**Electronic Security Upgrades**



### Presented by:

CML Security, LLC  
1785 W. 160th Ave. Suite 700  
Broomfield, CO 80023  
ph. 720.466.3650  
fax. 720.438.7573  
[www.cmlsecurity.us](http://www.cmlsecurity.us)

CML SECURITY LLC | 1785 W. 160th Ave. Suite 700 | Broomfield, CO 80023 | 720.466.3650



Hays County Auditor  
Purchasing Office  
715 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666

Re: RFP 2022-P07 – Electronic Security Upgrades

To Whom It May Concern:

The enclosed package from CML Security, LLC is being submitted as a response to the Request for Proposal for Electronic Security Upgrades, RFP 2022-P07, from Hays County Purchasing Office. Within the following pages, you will find the information requested to provide and perform the services as they are stated within the RFP.

If you have any questions or concerns about this submission, or if additional information is necessary, please do not hesitate to reach out. Thank you in advance for your attention.

Sincerely,

Tommy Thoene

A handwritten signature in blue ink, appearing to be "T. Thoene", written over a horizontal line.

President  
CML Security, LLC  
1785 W. 160<sup>th</sup> Ave.; Suite 700  
Broomfield, CO 80023  
E: [tthoene@cmlsecurity.us](mailto:tthoene@cmlsecurity.us)  
P: 303-653-8404





## PROFILE & EXPERIENCE OF COMPANY



### Proposal for:

Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic  
Security Upgrades** | RFP 2022-P07 | August 1,  
2022

## REQUEST FOR PROPOSAL

Hays County Auditor - Purchasing Office

RFP 2022-P07

**Electronic Security Upgrades**



### Presented by:

CML Security, LLC  
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**Proposal for:**  
Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic**  
**Security Upgrades** | RFP 2022-P07 | August 1,  
2022

## PROFILE & EXPERIENCE - COMPANY INFORMATION

Formerly CML Specialties, a premier detention equipment company that operated from 1987 - 2012 under the direction of Mike Langersmith, the current organization operates with many of the core field crew and expertise dating from the inception of the company, with an average of 20-years of experience. CML Specialties was expanded upon to create a state-of-the-art, full-service security electronics and detention equipment contracting firm - now known as CML Security.

In 2012, Keith Thoene and James (JJ) Ramsey took over CML Specialties, and continued operating as a security electronics and detention equipment contracting firm. In 2015 the company was incorporated as: CML Security, LLC. Since 1987, CML Security has established itself as a leader in our industry, growing from a relatively small work force of 50 employees, to now 240 employees.

CML SECURITY IS A SOLE LEGAL ENTITY.

CML is structured into three primary divisions: detention equipment, security electronics, and service & support. Our primary corporate headquarters are located in Broomfield, CO and regional offices have been set up in TX, AZ, CA, HI, and UT.

## CONTACT INFORMATION

**Primary Contact** - Tommy Thoene | President | tthoene@cmlsecurity.us | 303.653.8408

**Proposal & Marketing Contact** - Kat Balster | Marketing & Business Development | kbalster@cmlsecurity.us | 970.744.9503

**Estimating/Bid Contact** - Wes Godfrey | Chief Estimator | wgodfrey@cmlsecurity.us | 970.324.6909

**SEC Contact** - Benjamin Barker | bbarker@cmlsecurity.us | 808.454.3661

## COMPANY DETAILS

- **Company Name:** CML Security, LLC
- **Main Phone:** 720.466.3650
- **Address:** 1785 W. 160th Ave. Suite 700 Broomfield, CO 80023
- **Organization Type:** LLC
- **State of Formation:** South Dakota
- **Date Founded:** 6/18/2015
- **Business Type:** Subcontractor, DEC, SEC
- **Federal ID:** 47-4326233
- **SIC Code:** 9223
- **State Tax ID Number:** DL44012
- **NAICS:** 922140
- **Previous Firm Names:**
  - CML Specialties: 1987-2012
  - CML RW: 2012-2015
- **Contracting Interests:**
  - 11 & 28 - Detention Equipment, Electronic Safety & Security
  - 11 90 00 - Other Equipment
  - 13 00 00 - Special Construction
  - 13 10 00 - Special Facility Components
  - 28 00 00 - Electronic Safety & Security
- **% of work performed by CML:** 100%
- **Total Permanent Staff:** 240
- **Trade Associations & Training:** WECA
- **Union Affiliation:**
  - #803 Southwest Carpenter Union
  - Northern California Carpenters
  - Northwest Carpenters





## Proposal for:

Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic  
Security Upgrades** | RFP 2022-P07 | August 1,  
2022

### PROFILE & EXPERIENCE - PROJECT TEAM

---

The following showcases the expertise of the team that CML proposes to work on this project for Hays County. Many of our key people bring 20, 30 even 40 year of experience to a project like this. This is a significant benefit to owners on a complex project, as there is very little out there that surprises our team. They have experience working together and have resolved many unique challenges that arise when upgrading Security Electronics Systems.

- **Operations Manager - Jim Carroll** | Jim has 13 years of experience in management in the corrections industry, and has worked directly on more than 80 corrections projects. In his role as Vice President of Operations Jim provides oversight to all project and field management for CML, balancing all company resources for work-in-place. Some of these projects have in excess of 50 personnel. Jim's role makes sure all scheduling, material procurement, personnel management and project demands are met. Jim oversees project teams, ensuring a project is properly staffed from day one.
- **Project Executive - Lakshan Pathirana** | Lakshan has 11 years of experience in the corrections industry, and has worked directly on more than 30 corrections projects, including projects of significant size and complexity of \$6+ million, \$25+ million, and \$160 million at the new Utah State Correctional Facility. In his role as Project Executive, Lakshan oversees all team members, associated equipment, and resources within the allotted budget and schedule for multiple projects. He is responsible for implementation of project processes and policies, and works with the end-user and all stakeholders to ensure the facility's needs are being met.
- **SEC Preconstruction Manager - Mark McDonald** | Mark has more than 30 years of experience in the Corrections Industry, He brings vast experience and knowledge to the role, and has done similar work on nearly 500 corrections projects. Mark has certifications from Bosch, Pelco, Vicon, Salient, Omron, Harding, & Future Fiber Tech. Mark completed the SEC Preconstruction tasks on the Utah State Correctional Facility, a \$164M, 30 building compound that represents the largest corrections project in the United States. He also does this role on the SEC retrofit projects in Southern California - amounting to around \$10M. In this role, Mark is responsible for the setup and oversight of potential opportunities and projects from concept to build, including cost trending, design, preparation of takeoffs, compiling proposals, management of expectations, and customer relations. Mark partners with clients to determine needs and use feed back and industry knowledge to develop an integrated security electronics system solution.
- **SEC Superintendent - Vic Ulmer** | Vic has more than 19 years of Electrical Experience, and has worked as a Security Electronics Superintendent on more than 10 Correctional projects. Vic tests, troubleshoots, and repairs Security Electronics Equipment. He has worked as SEC Superintendent on the Colorado State Penitentiary, Aurora ICE Detention Center, and Cameron County Detention Center. Vic has installed and integrated a multitude of systems in the field and overseen project teams in multiple facilities.



## Proposal for:

Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic  
Security Upgrades** | RFP 2022-P07 | August 1,  
2022

## PROFILE & EXPERIENCE - PROJECT TEAM

---

The following showcases the expertise of the team that CML proposes to work on this project for Hays County. Many of our key people bring 20, 30, even 40 years of experience to a project like this. This is a significant benefit for the owners on a complex retrofit, as there is very little out there that surprises our team. They have experience working together, and have also resolved many unique challenges that arise when upgrading Security Electronics

- **Electronics Engineer - Ben Barker** | Ben has 17 years of experience and has worked on 50 corrections projects as an electronics engineer. As an electronics engineer, Ben has a focus in power systems, renewable energy, control systems, and circuit design. Ben oversees the SEC Engineering Design team, who get involved at the onset of a project and begin the process of creating and maintaining project documents, including technical drawings and schedules. In this role, he ensures that all work done during the manufacture of individual system components into a complete integrated system meet the company's highest standards. Some of the projects that Ben has worked on as the lead SEC Engineer include: Metro-Davidson Downtown Detention Facility, Luna County SEC, Kern County Justice Facility, Halawa Correctional, and San Francisco County Jail.
- **Network Engineer - Michael Harnish** | Michael has 10 years of related experience. As a network engineer, he develops and implements computer network systems. He determines data communication needs and develops the best system to meet those needs. He works to design servers, configure components, and troubleshoot issues prior to implementation. Michael also works to upgrade components in existing networks, including new routers, switches, security software, or other parts, to improve the operation of a system. Michael brings expertise in Brocade switch & route, Cisco switch & route, network management, Vlans and LACP, IP Video, Firewall principles, and Remote Access.
- **Programmer - James Moos** | James has 14 years of experience as a programmer, and has worked on more than 30 corrections projects. As programmer, James is responsible for design and compliance for system installation, design and development of software for the custom systems including memory map, IO, PLC interface and controls screen layout. He also tests, debugs, and supports the installation of designed equipment and manages multiple projects at one time. Similar projects that Mark has worked on include: Riverside County SEC Upgrade, RJ Donovan Infill, and Weld County SEC Upgrades.
- **IP Video Department Manager - Jeff Cordova** | Jeff has more than 20 years of related experience. He serves as CML's IP Video Department Manager, a role in which he is responsible for managing an entire department for CML, specific to the technologies associated with IP Video Networking. This includes oversight of multiple projects, associated equipment, and resources within the project allotted budget and schedule. This position is on the forefront of the ever developing technology in this sector of our industry.

CML Security will be self-performing the scope of work, from the management of the project, through the integration and installation. We are a qualified Security Electronics Contractor and will not be utilizing a subcontractor. We have established long-standing relationships with our suppliers and manufacturers, but they will only be involved in this project in a procurement capacity.



## Harris County Upgrades | Multiple Facilities Houston, Texas

Replacement of detention control systems for 1000 doors, 1200 intercoms, 71 control workstations. Interface to video surveillance system | San Jacinto Street Detention Center  
Replacement of existing SEC for >900 doors, 1000 intercoms, 64 control work stations.  
More than 8 facilities included. 2300 cameras



### PROJECT DETAILS

**Owner** | Harris County Sheriffs Office

**Owner Contact** | Adam Briones |

713.877.5250 | Adam.Briones@sheriff.hctx.net

**San Jacinto** | Patrick Phelps | 713.320.5830 | patrick.

phelps@us.hctx.net | **Baker Street** | Patrick Gonzales

| 832.443.1094 | Patrick.Gonzales@cts.hctx.net

**Value of Scope** | \$9.5M [Total - Multiple Contracts]

**Total Doors** | 1900

**Total Cameras** | 2300

**Square Footage** | San Jacinto - 517,000 Sq.Ft, Baker Street - 400,000 Sq.Ft

### SCOPE OF WORK

#### DETENTION EQUIPMENT

- Security Hollow Metal Wall Panels
- Security Hollow Metal
- Security Hardware
- Security Ceiling
- Security Glazing
- Security Furniture
- Security Mesh
- Miscellaneous Security Items

#### SECURITY ELECTRONICS

- IP Video
- Video Visitation System
- Access Control System
- Touchscreen Control System
- PLC Electronic Detention Monitoring & Control
- Intercom Paging System





## Security Electronics Upgrades Riverside County, California

The service and support division of CML Security provided security electronics upgrades to five facilities, totaling 18 buildings, within Riverside County, CA. CML also provides both detention equipment and security electronics maintenance to these facilities.



### PROJECT DETAILS

#### Owner

Riverside County Sheriff

#### Owner Contact

Lt. Michael Harter

[mharter@riversidesheriff.org](mailto:mharter@riversidesheriff.org)

951.955.1924

#### Value of Scope

Facilities upgrades - \$5.5M

#### Project duration

June 2017-ongoing

#### Percentage of Work Self-performed

100%

### SCOPE OF WORK

Includes both the furnish and install of the following:

#### Security Electronics

IP Video

Access Control System

HMI Interfaces

PLC electronic detention monitoring & control

Intercom paging system

Voice and data communication system

Guard Tour system



## Weld County Jail Complex - Multi Phase Upgrade Weld County, Colorado

CML Security worked with the Weld County Sheriff's department in a design-build project for complete replacement of Weld County Jail's electronic controls systems and expansion of the correctional facility. Between all phases CML put in 700 steel modules and 950 cameras.



### PROJECT DETAILS

**Owner** | Weld County Sheriff

**Owner Contact** | Toby Taylor | 970.400.2023  
Charles Eggers | 970.400.3870 | ceggers@co.weld.co.us

**Architect** | Hauser Architects

**Architect Contact** | Al Hauser |  
970.669.8220

**General Construction** | Roche Constructors, Inc.

**General Construction Contact** | Greg Lockwood |  
970.356.3611

**Value of Scope** | \$12.5M [All Phases]

**Total Cells** | 700

**Square Footage** | 130,296 Sq.Ft.

**Project completion date** | 2021

**Design-Build**

### SCOPE OF WORK

#### DETENTION EQUIPMENT

- Steel Cells
- Security Hollow Metal Wall Panels
- Security Hollow Metal
- Security Hardware
- Security Ceiling
- Security Glazing
- Security Furniture
- Security Mesh
- Miscellaneous Security Items

#### SECURITY ELECTRONICS

- IP Vide
- HMI Interfaces
- Access Control System
- Touchscreen Control System
- PLC Electronic Detention Monitoring & Control
- Intercom Paging System
- Voice & data communication system
- Guard Tour system



## KEY PERSONNEL



### Proposal for:

Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic  
Security Upgrades** | RFP 2022-P07 | August 1,  
2022

## REQUEST FOR PROPOSAL

Hays County Auditor - Purchasing Office

RFP 2022-P07

**Electronic Security Upgrades**



### Presented by:

CML Security, LLC  
1785 W. 160th Ave. Suite 700  
Broomfield, CO 80023  
ph. 720.466.3650  
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[www.cmlsecurity.us](http://www.cmlsecurity.us)

CML SECURITY LLC | 1785 W. 160th Ave. Suite 700 | Broomfield, CO 80023 | 720.466.3650





## Lakshan Pathirana

Project Executive

### Professional History

#### CML Security, LLC, CO

May 2019 – Current

Project Executive

December 2016 – May 2019

SEC Division Manager

May 2013 to December 2016

Project Manager

### Relevant Experience

- + 11 Years' Experience
- + 30+ Corrections Projects
- + 5 Design Build Projects
- + 1 Project over \$150M

As Project Executive, Lakshan is responsible for overseeing multiple projects value exceeding \$150M. In this role, he manages, leads, and develops project managers, project engineers and field coordinators for various design-build, design-assist, and bid work.

#### Chris Hawley Architects, Fargo, ND

June 2011 to May 2013

Design Assistant / Project Engineer

- Assist Designing High-end Custom Build Homes
- Planned and helped with project schedules.
- In charge of material procurement for multiple projects at a time

#### Vintek Construction, Sri Lanka

January 2005 – December 2006

Owner / Managing Director

- Estimated and bid multiple projects
- Manage crew of 50+ at multiple locations
- Manage all financials

### Project Experience

- + Managing Installation/Integration of Detention Equipment and Security Electronics Systems including but not limited to:
  - + Door Control
  - + IP Video/MATV
  - + Communications Systems
  - + Trussbilt Security Hollow Metal & Ceilings systems
  - + Trussbilt Detention wall systems
  - + HMI Systems
  - + Southern Folger Locking Systems
  - + Detention Glazing
  - + Detention Accessories
  - + Electronic Design
- + Project Management and Engineering coordination with other trades
- + Project Manager on multiple Design-Build/assist projects of significant size and complexity, \$6+Million, \$25+Million, \$160+Million
- + Planned, organized, and managed all aspects of several correctional projects simultaneously

### Education

North Dakota State University  
BSc.Construction Engineering & Management  
Graduated: 2011

North Dakota State College of Science  
AS. Architectural Drafting and Estimating  
Graduated: 2013

Project Mangement Institute  
PMP  
Since 2019



## Michael Harnish

Network Engineer

### Professional History

#### **CML Security, LLC, Erie, CO**

September 2017 - Present

Network Engineer

#### **Brocade Communication Systems, Broomfield, CO**

March 2015 – August 2017

Senior IP Support Engineer Level 2 – TAC

#### **Sierra Detention Systems, Brighton, CO**

February 2011 – 2015

IT Project Systems Engineering

### Relevant Experience

- + 11 Years' Experience
- + 30+ Corrections Projects
- + 10 Design Build Projects
- + 25+ SEC cutovers

### Education

#### **Western Governors University**

BS Information Technology – IT Networks and Design

### Certifications

- + Brocade BCEFP
- + Brocade BCNE
- + Cisco CCNA
- + Microsoft MCITP 2008
- + Bosch VMS
- + Genetec VMS
- + NICE Vision VMS
- + CompTIA A+
- + CompTIA Project +
- + CompTIA Security +

### Areas of Expertise

- + Brocade Switch and Route
- + Cisco Switch and Route
- + Network management
- + Vlans and LACP
- + IP Video
- + Firewall principles
- + Remote Access
- + CCTV





**Vic Ullmer**  
Superintendent

## Professional History

### **CML Security, LLC, Broomfield, CO**

January 2017 to Present

Superintendent – Security Electronics

- + Installs and integrates multiple systems together.
- + Troubleshoots and fixes problems with systems
- + Manages Field Crews
- + Manages paperwork, meetings, walkthroughs w/Contractors, Owners and coordinates progress on site.

### **Relevant Experience**

- + 12 Years in Security Detention Industry
- + 19 Years in Electrical Field

### **Argyle Security**

2009 to 2017 **Project Name:** Cameron County Detention Center | **Scope:** Removal of existing door control hard panel system. Install new door control and audio system. Install new IP camera system and new cameras throughout facility. Integrate some old analog cameras into new IP system.

Field Technician, General Project Superintendent

### **+ Education, Training and Certificates**

### **Advanced Electrical Solutions**

2005 to 2009

Electrician

- + Senstar Microwave
- + OSHA; 10 hour, 30 hour
- + Bosch BVMS
- + Software House
- + Gallagher Fence System
- + Future Fiber Technologies/FFT
- + Louisiana Locksmith Certified
- + First Aid & CPR

### **Creative Electrical Solutions**

2003 - 2005

Electrician

### **Project Experience**

**Project Name:** Gilliam Youth Services Center | **Scope:** Renovation of existing facility Door Controls, Audio Controls and Camera Systems. We removed existing door controls and audio in facility and installed into new head end equipment. Removed old analog camera system and installed a new IP camera system.

**Project Name:** Aurora ICE Detention Center | **Scope:** Upgraded existing Door Control System. Removed old analog camera system and replaced with new IP camera system. Added new cameras throughout facility. Upgraded audio amps throughout facility.

**Project Name:** Colorado State Penitentiary | **Scope:** Installed Less Lethal Shock Fence with alarm annunciations and zone controls. Installed new Intercoms throughout facility. Removed old analog camera system and replaced with new analog system. Installed new cameras throughout facility and along new fence perimeter. Upgraded and modified existing door control system. Added new card access system.

**Project Name:** Cameron County Detention Center | **Scope:** Removal of existing door control hard panel system. Install new door control and audio system. Install new IP camera system and new cameras throughout facility. Integrate some old analog cameras into new IP system.



## Jeff Cordova

IP Video Department Manager

### Professional History

#### **CML Security, LLC, Broomfield, CO**

January 2015 to Present

IP Video Department Manager

As an IP Video Department Manager, Jeff is responsible for managing the IP Video Surveillance Department at CML Security. This includes oversight of multiple projects, associated equipment, and resources within the projects' allotted budgets and schedules. This position is also development of staff and implementation and policies.

IT Manager

As an IT Manager, Jeff brings a broad range of IT skills to the team providing technical support, advice, analytical problem solving, software installation, network configuration and years of experience. The IT Manager is responsible for hardware installation, computer build out, software installation, network configuration and technical support for each project. Jeff follows the project through each phase insuring that all work and project design meet the customers IT requirements through completion.

#### **Longmont United Hospital**

April 2014 to December 2014

Communications Administrator, Avaya

#### **Hosting**

2009 to 2013

System Administrator

#### **Veracity Credit Consultants, ID Watchdog**

2003 to 2008

IT Manager

#### **Relevant Experience**

- + 20+ Years' Experience
- + IT Manager & IT Specialist
- + 30+ SEC Cutovers
- + System Administrator & Communications Admin
- + Project Management
- + IT Analyst 3
- + Cabling
- + IT Infrastructure

### Education and Training

#### **Front Range Community College**

January 1995 to August 1997

Computer Information Systems

- + Microsoft Server Training
- + Networking Concepts Training
- + Dell Service Training
- + Management Training
- + Customer Service Training



## James Moos

Controls Engineer

## Professional History

### CML Security, LLC

July 2018 to Present

Controls Engineer

James oversees the Programming team in Southwest Division. This team is made up 4 additional engineers. They are responsible for reviewing project specifications, development of application architecture, creation, and population of system databases, building programmers reference manual, screen submittal and demo requirements. James collaborates with Project Managers, Electronics Engineers, as well as coordinating schedules with the SEC Resources teams to ensure projects meet budgets and schedules. He is the liaison for communication between the Southwest office and the corporate office organized and functioning as a combined team while expanding the new methods of programming.

### Relevant Experience

- + 14 Years' Experience
- + 30+ Corrections Projects
- + Multiple Projects over \$1M

### Argyle Security, Inc. San Antonio, TX

May 2017 to July 2018

HMI Programmer

### Secure Control Systems, San Antonio, TX

July 2008 to May 2017

Project Manager and Security Electronics Specialist

### M & M Construction, San Antonio, TX

June 2005 to December 2007

Co-Owner/Framer

## Education

ITT Institute of Technology, San Antonio, TX (September 2008) – Associate of Applied Science Degree in Computer Aided Drafting and Design (GPA 3.98)

## Certifications

- Indusoft Web Studio Certified
- Harding DXL / DXI Certified
- Pelco Endura Certified
- Pelco Video Expert Certified
- Southern Folger Certified
- OSHA 10



**Mark McDonald**  
SEC Preconstruction Manager

## Professional History

### **CML Security, LLC, Broomfield, CO**

May 2018 to Present

Project Manager

SEC Preconstruction Manager

As the Security Electronics Preconstruction Manager, Mark is responsible for the setup and oversight of potential opportunities and projects through concept to build, including cost trending, design, preparing takeoffs, & compiling proposals. He manages expectations and customer relations.

### **Relevant Experience**

- + 30 Years' Experience
- + 500+ Corrections Projects
- + 150 Design-Build /Design Assist Projects
- + 100+ SEC Cutovers

- + Project Management – Otay Mesa, CA
- + Project Management – Lawton, OK
- + Project Management – El Valle, TX
- + Project Management – Eagle Pass, TX
- + SEC PreConstruction Manager – Utah State Correctional Facility
- + SEC PreConstruction Manager – Kwajalein Medical
- + SEC PreConstruction Manager – Kulani Correctional Perimeter
- + SEC PreConstruction Manager – GEO Projects: Golden State, Desert View, Central Valley

### **MCS/ISI/Argyle**

Jan 1988 to May 2018

Owner/President/CTO/Operations/Estimating

## Education, Training and Certificates

Chabot College, Hayward, CA

Certifications: Bosch, Pelco, Vicon, Salient, Omron, Harding, Future Fiber Tech

OSHA 30 Hour



## Benjamin Barker

Security Electronics Engineering Manager

### Professional History

#### **CML Security, LLC, Broomfield, CO**

January 2017 to Present

Security Electronics Engineer

Ben has been an integral member of ten correctional projects, six of which he has been the lead Security Electronics Engineer. Major projects include: Metro-Davidson, Luna County Detention Center, Kern County Detention Center, Halawa Correctional, and San Francisco County Jails. Ben is an electrical engineer with an extensive background in construction. His focus has been in power systems, renewable energies, control systems, and circuit design.

#### **Relevant Experience**

- + 16 Years' Experience
- + 40 Corrections Projects
- + 12 Design-Build / Design-Assist Projects
- + 25+ SEC Cutovers

#### **BenCo Carpentry, Loveland, CO**

August 2016 to August 2017

Owner/Carpenter

#### **Design Trends Construction, Pearl City, HI**

April 2008 to January 2016

Journeyman Finish Carpenter

#### **U.S. Air Force, Eielson Air Force Base, AK**

November 2005 to February 2008

Structural Journeyman

### Education (and or Training / Certificates)

University of Hawaii at Manoa, Honolulu, HI – Electrical Engineering

Leeward Community College, Pearl City, HI – Natural Science

OSHA 10 Training



## James Carroll

Vice President of Operations

### Professional History

#### **CML Security, LLC, Broomfield, CO**

June 2013 to Present

Project Manager

Operations Manager

#### **Legg Inc., Livermore, CA**

April 2011 to June 2013

Project Manager

February 2009 to April 2011

Field Superintendent

April 2008 to February 2009

Field Installer

#### **United States Navy**

February 2003 – February 2007

Mater-At-Arms (MA2)

#### **Relevant Experience**

- + 12 Years' Experience
- + 90+ Corrections Projects
- + 10 Design-Build Projects
- + 20+ SEC Cutovers
- + 5 Projects over \$5M
- + 2 Projects over \$10M
- + 1 Project over \$15M
- + 1 Project over \$20M

### Project Experience

- + Management and coordination of the installation of all detention equipment and security electronics systems including, but not limited to:
  - + PLC door and utility control equipment
  - + Access Control Systems
  - + Video Visitation Systems
  - + Security Hollow Metal
  - + Security Furniture and Accessories
  - + Security Ceiling Systems
  - + CCTV Systems
  - + Touch Screen Control Systems
  - + Security Hardware and Locking Devices
  - + Security Glazing
  - + Security Hollow Metal Wall Panels
  - + Security Mesh
- + Management of multiple projects at one time, many with crews in excess of 50 personnel.
- + Responsibilities include scheduling, material procurement, personnel management, project budgets, RFI's, city/county/state/federal compliance inspections.

### Education

San Diego State, CA

Project Manager Certification

Master of Architectural Engineering

### Certifications

- + OSHA 30
- + OSHA 10
- + 24hr
- + SWPPP
- + CPR/First Aid
- + Confined Spaces Qualified



## Alfredo Ricalday

Project Manager

### Professional History

#### CML Security, LLC, Erie, CO

June 2016 to Present

Project Manager

- + Coordinates Project Scopes in both Detention Equipment and Security Electronics
- + Coordinates essential scope requirements with respective trades & disciplines
- + Collaborates with construction and design teams to systemize the construction of detention equipment systems

#### Relevant Experience

- + 6 Years' Experience
- + 10+ Corrections Projects
- + 3 of Design-Build / Design-Assist Project

#### Project Highlights

- Fresno County – Alfredo oversees SEC Subcontractors (ACI, NEI) Delivery of functioning SEC system
- Otay Mesa – Balanced resources and manpower, oversees procurement and delivery of material, keeps project on schedule and under budget
- Laramie County Detention Center – Liaison between CML and General Contractor, Architect, and Consultant
- Rio Consumes – Retrofit of an existing facility, Created CAD Drawings from hard copy drawings

#### Advanced Auto Parts

May 2014 to May 2016

Retail Sales Associate

### Education, Training and Certificates

Colorado State University, Pueblo, CO – B.S. Mechatronics Engineering

Forklift Training

OSHA 30 Hour



## CAPACITY TO PERFORM



### Proposal for:

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## REQUEST FOR PROPOSAL

Hays County Auditor - Purchasing Office

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## CAPACITY TO PERFORM - PROPOSED APPROACH

### SYSTEM IMPLEMENTATION PLAN

#### INVESTIGATION AND PRECONSTRUCTION

On projects such as these, Phase 1 is the investigation and preconstruction phase. During this phase, CML will first perform a thorough site investigation, including a test of the entire system utilizing our entire team that will comprise of our Programmer, SEC engineer, Site Superintendent, Project Manager, and our certified DEC technician. Here we can identify any current or potential issues with not only the Security Electronics, but also with the hardware itself. Any deficient items will be flagged and information will be provided to the owner as to how they might be remedied.

In addition, we will set up a kickoff meeting with the Owner/Consultant and review all the current issues and deficiencies. It is also during this phase that our crews will spend time with facility operations and maintenance staff to gather an understanding of how the facility operates. It is our experience that without doing so, and without considering this when the new system is implemented, the learning curve for the end user becomes that much greater.

Once this information has been gathered, we will generate a proposed schedule along with setting up a meeting to review it with the owner. Here, with previously gathered information regarding facility operations, we will discuss site logistics. Which areas are especially critical? Which areas will require an escort? Which areas might we be able to keep tools, parts, and equipment? What will the daily schedules be? While reviewing the schedule, we will discuss additional items such as keying availability (during cutover activities), escorts, etc.

#### INFRASTRUCTURE AND CUTOVER

During Preconstruction, we will have identified all areas where new conduit will be required, whether it is for new devices or for the new network infrastructure, which is the backbone for the entire system.

Once the new fiber and cabling is installed for the new network to all SEC head end and control locations, we will setup the new network and thoroughly test it. We will set up all control stations, install the Head End Equipment, including the Intercom and Radio call recording equipment. It is at this point, with communications established, along with new head end equipment, that the cutover process will begin.

Then, we will remove the old millwork and install the new control desks. From here, we will set up a temporary control station including the new touchscreens and intercom master station, and we will connect all of it to the new network. At this point, we will begin testing devices from the new controls/control station.

Generally, we will be able to follow this process as we move into each area: set up controls from central, demo the millwork at each area, add new control stations and once tested, completely replace the existing equipment with the new.

From the very beginning, in the Preconstruction and Investigation Phase, CML will provide weekly schedule updates. For example, we work very closely with our vendors in determining issues within the supply chain, and if there is a hiccup within that chain that could impact the schedule, we will not only keep all stakeholders aware, but also work closely with them and our vendors.



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## **CAPACITY TO PERFORM - PROPOSED APPROACH**

### **SYSTEM IMPLEMENTATION PLAN**

#### **INFRASTRUCTURE & CUTOVER CONT.**

Throughout the project, we will hold weekly meetings with the owner to provide progress updates and the aforementioned schedule updates and address any changes and change orders. However, it will be especially important during the cutover process that daily huddles occur between facility operation, maintenance staff, and CML. It is important during these projects that all are on the same page in order to minimize operational interruption.

#### **FINAL ACCEPTANCE AND TRAINING**

At CML, we commence Commissioning of the project from the time it starts to be built. It is important for all projects, but especially for live retrofits, that the equipment arrives on-site as prepared as possible. Therefore, we hold an internal factory test (FAT) and test the entire system as much as we can replicate it's final condition and we document accordingly. All communications are tested, and all inputs and outputs are checked to be ready for the field wiring that will meet them once the equipment is installed on site.

Once we've had our internal factory test, we invite the Owner/Architect/Engineer to come to our factory for a more formal factory test. Here too, we'll walk through the system and test it's readiness to ship to the field. It is also at this point that we review the functionality of the system and the operation of the touchscreen with all key stakeholders in effort to avoid any road bumps once it is being installed.

Finally, it's at the factory test that we review the correspondence to date. For example, we review the RFI log for any outstanding RFI's and the Trend Log for any outstanding change orders. In addition to this, we want to go over any notes from the Factory Test. This is an opportunity to remove any potential roadblocks

once the equipment arrives to site.

Once the equipment arrives to site, the Commissioning Process continues. Prior to installation, CML will follow an in-depth Quality Control and Commissioning Process, which involves filling out room verifications and preinstallation checklists to aid in ensuring the rooms are clean, and all that needs to be prepared is prepared (see below).

We will also test out all cabling, including all OTDR testing, and strictly follow the manufacturer's standard start-up procedures. And, oftentimes as is the case with the UPS (Uninterruptible Power Supply), we will have our vendors commission their systems on site.

At the same time, and as technology progresses, so do the increases in software and firmware upgrades. Although this is somewhat of a moving target, CML will schedule for both "locked in" anticipated soft/firmware upgrades during the course of the project. Sometimes they are unanticipated, but in many cases, they can be foreseen well in advance. We will keep documentation of these updates, and these documents will be included as part of our closeout documents. All upgrades must be made prior to beginning testing during the cutover process.

Local areas are tested after each cutover, device by device, and including all Emergency Release Functions, Interlock groups, Utilities, and Camera Callups. Once these areas have been fully tested, a report is sent to CML's commissioning manager for review and, if acceptable, the final report is sent to the Owner/Architect/Engineer.



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## CAPACITY TO PERFORM - PROPOSED APPROACH

### SYSTEM IMPLEMENTATION

#### FINAL ACCEPTANCE AND TRAINING CONT.

The Final Acceptance Test will be initiated once all equipment and devices have been inspected, verified as correct, started up, calibrated, and functionally checked out in each LOCAL control area. This test is intended as the System Validation Test and will provide documentation and verification that all sub-systems, components, devices, and system integration are 100% functional and meet the Basis of Design, Project Specifications, and Contract documents. The successful completion of the Functional Performance Test indicates the system is ready for Final Demonstration and Training.

#### TRAINING (USER/MAINTENANCE/MANAGEMENT)

In our experience, for any owner training, we have found it best to begin owner training as quickly as possible. This provides a necessary overlap between the installation/cutover procedures and the owner taking over.

At the beginning of the project, we will generate an Owner Training Agenda for review by the owner to aid in ensuring a satisfactory training program is developed. We will also submit one of our sample training videos for all systems for the owner's review, again to begin the process early.

For all types of users, training can begin as early as the submittal phase, when we review the sequence of operations that has been generated from site investigations. This begins to help all stakeholders begin to understand how the system will operate and address any concerns they may or may not have.

At the FAT (Factory Acceptance Test) we encourage full participation from all stakeholders. Here, maintenance staff is able to review the functionality

of the head end equipment in addition to the control station equipment. Here too, administrators and controls officers can begin to gain familiarity with how the system will operate, in addition to any concerns they may have regarding how the system is being fabricated.

Once the cutover process begins, we always advise that facility maintenance staff witness, and even participate in the testing and troubleshooting. These situations provide "real life" and "hands on" training opportunities that can paint a much better picture than the more formal training that is held after local areas have been final tested.

Once we have gained an understanding of how the facility operates, we will be able to build accordingly. On site, we will create a plan with all of the stakeholders that will minimize the risk once we are implementing said plan. We will establish a tool checklist and movement procedure, along with a logistics plan, where material can be placed with minimal interruption to facility operations.

#### CHANGE ORDER PLAN

To keep track of any cost changes, we utilize our Trend log, which is a collaborative document in Google Sheets. Whether it is an RFI response or a request during a meeting, we keep track of all potential change items. As you can see in the example below, we track all changes and, if necessary, submit the costs. This document will be part of what is reviewed during weekly Owner Meetings.



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## CAPACITY TO PERFORM - PROPOSED APPROACH

### SYSTEM IMPLEMENTATION

#### PUNCH LIST

We maintain a punch list beginning in the factory, and we use it from that point through final commissioning. Doing so helps us track the life of the system and the life of the device. We utilize Google sheets to make this a collaborative document between the entire project team. Also beginning with the factory test, this is a document that is reviewed on a weekly basis in the weekly meetings.

To track documents on our projects, we primarily utilize two sources: Procore and Google Sheets. Procore is a premiere Construction Management Software. With it, we can upload and download all construction documents, including Plans, Specs and Quality Control, Safety Plans, Submittals, Daily Reports, and Change Documents, including ASI's, RFI's and PCO's. Procore allows us to track tasks to individuals and whether they are in line with the schedule. The snapshot (see below) enables the manager to check status(es) upon opening the folder. Most importantly, it allows for mobile access, including a mobile app that is geared for those who are traveling and those who are working in the field.

In addition to Procore, we utilize an internal Compliance Log to track documentation and changes through Google Sheets. This Activity Log contains several tabs, among them are the Compliance Log, the Trend Log, the Submittal Log and the RFI log. The Compliance Log enables us to track items that may have slipped through the cracks during the course of the project. It includes items that individuals are working on, information discussed in meetings or phone calls, or in many cases, something that was resolved but still has not made it into any official documentation.

The Trend Log, mentioned under a previous heading earlier ("Change Order Plan"), allows us keep track of any cost changes and their current status. We also keep an internal vendor/sub Trend Log, which allows us to track changes between us and our vendor/subcontractors. The Submittal Log is where we track the status of all submittals—including those that need to be completed, what has been approved, and the corresponding dates. Following a similar format is the RFI Log utilized by CML Security. Again, this allows us to track dates, responsibilities, and impacts. Overall, CML has several logs that we utilize to track documents and information throughout the project which aids us, our vendors, and our customers in facilitating information and making the overall process more efficient.

Overall, CML Security has completed a multiple of Security Electronics Upgrade projects similar in size and scope to the project being proposed on. Our team has seen, faced, and solved any problem that may arise within a security electronics system, and is more than familiar with the implementation of integration of all components. Our design team and engineers are prepared to make adjustments as necessary to furnish and install a turn-key Electronic Security System for Hays County.



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## **CAPACITY TO PERFORM - QUALITY ASSURANCE PLAN**

### **Quality Assurance Plan Overview**

The intent of this Quality Control Plan is to verify the Security Electronics Equipment (SEC) is installed and completely meet the needs of the operating system, as intended by the Consultant/Engineer (design team) and Owner. The purpose of this document is to clearly identify the scope of work, testing processes, and testing forms used to commission the systems.

### **Abbreviations**

- AHJ — Authority Having Jurisdiction
- CML - Security Electronics Contractor
- CTS — Check, Test, Start
- FAT — Factory Acceptance Test
- O&M — Operation and Maintenance
- QC — Quality Control
- SEC — Security Electronics Contractor
- UPS — Uninterruptible Power Supply

### **Team**

The Quality Control team will consist of the following:

- CML Quality Control/Commissioning Manager
- SEC Systems Engineer
- SEC Controls Engineer
- Site SEC Superintendent

### **Quality Control/Commissioning Manager**

- Assuring all CML personnel, including subcontractors, meet all quality, testing and commissioning requirements.
- Coordinate/schedule all CML scope specific commissioning meetings.
- Keep documentation current throughout the QC/commissioning process.
- Provide necessary oversight throughout all phases of the QC/commissioning process.
- Schedule all startups, testing, and field trips.
- Perform or coordinate SEC/DEC systems training.
- Oversee project closeout process (Testing, O&M's, As-Built's, etc.)

### **SEC Systems Engineer**

- Verifying the equipment is being built per the shop drawings. (CML Shop)
- Drawings and schedules are being updated with field changes.
- Follow up with RFI's, CO's, PR, etc.
- Update all Red Lines for the As Built drawings.

### **SEC Controls Engineer**

- Verify all punch list items have been addressed from the FAT.
- Adjusting the program for field changes.
- Verify with QC Manager all material is constructed and installed per shop drawings and schedules.

### **SEC Superintendent**

- Verify all SEC conduits are correctly sized and installed per the drawings and specifications.
- Verifying all equipment is installed and wired per the specs/manufacture's requirements.
- Verification of all testing procedures are followed by the installer.
- Follow up with the installers to ensure punch list items are being completed.

The information on the following pages of this section outlines the procedures and defines the minimum requirements for commissioning the project. The procedures and the forms that document these activities shall be developed by the QC/Commissioning manager with the assistance of the commissioning team.





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Hays County Auditor | Purchasing Office |  
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**Security Upgrades** | RFP 2022-P07 | August 1,  
2022

### CAPACITY TO PERFORM - QUALITY ASSURANCE PLAN

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The required documentation for commissioning includes but is not limited to the items below. Copies of this documentation must be collected by the QC/Commissioning manager and inserted into the Quality Control plan.

- Commissioning Meeting Minutes
- Installation Sequence
- Scheduling and Sequencing
- Coordination and Shop Drawings
- Commissioning Status Check Sheets
- Testing (CML Office)
- FAT Testing (CML Office)
- Pre-Install Checklist
- AHJ Approval Documentation
- Install Checklist
- Pre-Startup Checklist
- Manufacturer's Check, Test and Start
- Functional Test (and Procedures)
- Project Specific Certifications
- Field Test Reports
- Commissioning Testing (CML)
- Commissioning Reports
- Final Testing (Design Team)
- Final Punch List
- Training
- Operation and Maintenance (O&M) Manual

#### Commissioning Meeting Minutes

The SEC project manager will generate commissioning meeting minutes. Copies shall be retained within the commissioning documentation.

#### Installation Sequence

The installation sequence is a plan developed by the installing contractor for completing the installation of the system. Installation sequences are required to be submitted to the commissioning team.

#### Scheduling and Sequencing

Commissioning shall occur as project construction

progresses. "Scheduling and Sequencing" is a list of each commissioning activity, including duration, sequenced in an order that permits commissioning to proceed logically. Once developed by the commissioning manager, each activity shall be integrated into the project construction schedule by the project manager and superintendent. For example: UPS Systems must be commissioned prior to system startup.

#### Coordination and Shop Drawings

Coordination and shop drawings are both orchestrated by CML, with the cooperation and participation of all CML team members and installers. This is to ensure all devices are installed correctly.

#### Commissioning Status Check Sheets

Check sheets are organized in a summary basis. They track the progress of equipment and systems, from the submittal phase, through the final acceptance test. The status check sheets also track select commissioning activities, such as, O&M Manuals that would include the subcontractors O&M manual.

#### Pre-FAT Testing (CML Office)

The commissioning manager will develop, in cooperation with the commissioning team, testing procedures and forms that document the functional testing relevant to this specific project and scope. Testing at the CML Office is to create a thoroughly vetted product going out the door.

#### Pre-Installation Checklist

All materials and equipment shall be inspected for damage upon arrival from the supplier. Certain materials or equipment identified in the commissioning status check sheets, or as otherwise required by the commissioning manager, shall be certified as examined. A standardized "Pre-Installation Check Sheet" form will be used for equipment inspection.



## Proposal for:

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### CAPACITY TO PERFORM - QUALITY ASSURANCE PLAN

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#### AHJ Approval Documentation

The commissioning manager will collect various documentation from AHJs as needed or required by the specifications. Copies of this documentation shall be retained in the commissioning documentation.

#### Install Checklist

All equipment shall be verified it is installed per the shop drawings and the specifications by the QC Manager. Items such as network cable verification and 90% point and focus shall be completed at this stage. All checklists shall be submitted to the commissioning manager.

#### Pre-Start Checklists

A pre-start form developed by the commissioning manager, is required for all major material and equipment. This verifies such items as proper labeling, “tug testing,” dust mitigation, cleanup, fiber and data testing, etc. has occurred before official start-up. When a manufacturer includes a pre-start form or procedure, this must be part of the pre-start checklist. These tasks must be performed and documented by the Superintendent/QC Manager. A copy of the Pre-Start Checklist will be included in the commissioning plan. Pre-Start checklists shall include date, name, and affiliation of the individual completing the checklist. Upon completion of this checklist, it shall be submitted to the commissioning manager.

#### Manufacturer’s Check, Test, and Start

Whenever a manufacturer’s technician performs a check, test, start (CTS) procedure, documentation of the CTS must be provided for inclusion in the commissioning plan. The commissioning manager, or a designated member of the commissioning team must be invited to all CTS’.

#### Functional Test (and Procedures)

Functional testing is performed to ensure that various components of systems, especially SEC controls, work

together and meet the designed intent. Functional testing demonstrates all operations and control logic. Portions of functional testing may be covered during startup or the manufacturer’s CTS. However, detailed functional test procedures, specific to the DEC and SEC systems, shall be used to comprehensively validate the design and operational requirements have been met.

Start-up and testing of the SEC/DEC equipment and/or system is to be witnessed by the commissioning manager or designated individuals. This shall occur after all pre-functional activities have been successfully completed. (Completion of related pre-start checklists, manufacturer’s CTS, etc.) Functional testing consists of two parts. The first is the actual start-up, where it is demonstrated that the equipment/system functions have no apparent problems. The second part is a more detailed testing, normally associated with controls verification, to assure that the system works correctly under all operating modes or situations.

The commissioning manager will develop, in cooperation with the superintendent or QC Manager, functional test procedures and forms that document the functional testing relevant to the specific project and scope.

In addition to a testing procedure which verifies each step of the controls including sequence of operation, the contractor shall also provide a detailed checklist to verify proper function of every control point installed.



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### CAPACITY TO PERFORM - QUALITY ASSURANCE PLAN

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#### Project Specific Certifications and Field Test Reports

The superintendent or QC Manager shall provide certifications and field reports required by the specific project. Any documents provided by the manufacturer start-up, troubleshooting technicians, or field crew shall be generated and submitted to the commissioning manager.

#### Commissioning Testing (CML)

Once all the systems have been functionally tested, the QC Manager will complete a 10% verification to ensure all systems are, in fact, functionally working prior to the commissioning team arriving on site. After the 10% verification, the reports shall be sent to the commissioning manager. The commissioning team will then schedule a visit to begin commissioning the system.

#### Commissioning Reports

The commissioning manager will generate periodic commissioning reports summarizing commissioning progress, field reports, impediments, issues, and resolutions. These reports shall be retained in the commissioning documentation.

#### Final Testing (Design Team)

Upon CML commissioning each building, the commissioning team will submit their reports to the design team for review. After the design team reviews the report, they will schedule a time with CML to commission the system together. Commissioning testing with the design team will consist of two parts. First, to ensure all devices are installed per the specifications. Second, to ensure all devices are functioning per the specifications.

#### Final Punch List

After commission testing or final test with the design team, a punch list will be generated by the commissioning manager. Upon completion of items on the punch list, the QC Manager shall verify the

items have been resolved. Once all items have been resolved the commissioning manager will schedule the final verification with the design team

#### Training

The commissioning manager will develop an agenda for training the facility personnel. At each training session, the commissioning manager will appoint a team member to conduct the training. A sign-in sheet will be provided as a record of attendees of these trainings. After the trainings are complete, all documentation will be submitted to the commissioning manager for review and added to the O&M package. CML will also provide voiceover trainings per the specifications.

#### Operation and Maintenance (O&M) Manual

A draft copy of each O&M manual SEC and DEC must be submitted from the installers to the commissioning manager for approval. The commissioning team will not submit draft or final O&M Manuals that do not comply with the requirements of the O&M Manual checklist. Final O&M Manuals must be submitted no later than 2 weeks after training. O&M's are to be submitted to the owner.

#### Doors:

1. Make sure when the appropriate input contact for Door Position Sensor (DPS) is closed, the icon shows secure, and all alarms, at the door, are reset.
2. Release the DPS contact without any input from the HMI. Ensure that this creates a BREACH alarm and that the icon responds to the DPS condition.
3. Selecting the BREACH alarm from the HMI alarm queue should take you to the appropriate screen as well as select the corresponding cameras.
4. The BREACH alarm reset function, on the HMI alarm que, should be greyed out. Closing the DPS contact should allow you to reset the BREACH alarm.





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## **CAPACITY TO PERFORM - QUALITY ASSURANCE PLAN**

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### Doors Cont.

5. Select the OPEN function. Check if the appropriate output relay energizes (the OPEN output).
6. While the OPEN relay is energized release the DPS contact. This should not create a BREACH.
7. After the appropriate amount of time passed the Open Too Long (OTL) alarm should annunciate. (For testing all OTL timers are set to 10sec.) During this time, enabling and testing of key switches and card readers can be performed on the door. (If applicable)
8. As with the BREACH alarm the reset button for the OTL should be greyed out until the door is re-secured.
9. Reset all alarms and select SHUNT for the door.
10. Repeat step 2 and note that no breach alarm should come into the alarm queue. The icon however should show the correct indication.

### Swing Doors:

1. Set the door in Hold Unlock mode for the rest of the testing. This should energize the appropriate OPEN relay.
2. Ensure that the OPEN relay does not release until the end of this testing phase.

### Sliders:

1. Select OPEN.
2. While the OPEN relay is energized select the CLOSE function. Check that the OPEN relay deenergizes for a period of time before the CLOSE relay energizes.
3. Select the STOP function while the CLOSE relay is energized. This should release the CLOSE relay.
4. Select the OPEN function followed by STOP. This should release the OPEN relay.

### Electronic Key Switch:

1. Enable the key switch controls from the HMI for the correct door.
2. Short the input relay for the electronic key switch and check that the OPEN relay is energized.
3. If the Door has an electronic key switch for CLOSE. Short the input relay for the close electronic key switch and check that the CLOSE relay is energized.
4. Disable the key switch controls from the HMI.
5. Attempt to open and close the door with the key switch. Nothing should activate.

### Card Reader:

1. Enable the card reader controls from the HMI for the correct door.
2. Short the input relay for the Card Reader and check that the OPEN relay is energized.
3. Disable the card reader controls from the HMI.
4. Attempt to open the door with the card reader. Nothing should activate.

### Request to Exit (REX):

1. Enable the REX from the HMI for the correct door.
2. Short the input relay for the REX and check that the OPEN relay is energized.
3. Disable the card reader controls from the HMI.
4. Attempt to open the door with the REX. Nothing should activate. Repeat for all doors.

### Group/Emergency Release:

1. Select the appropriate group release function.
2. Select the Unlock/Open function. Ensure that all appropriate OPEN relays energized.
3. Once the group Unlock/Open completed the cycle, if applicable, repeat the process for the close function ensuring that the appropriate CLOSE relays energize.
4. Set all the doors in the group into LOCKDOWN mode.
5. Activate the group unlock, none of which should.



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## CAPACITY TO PERFORM - QUALITY ASSURANCE PLAN

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### Group/Emergency Release Cont.

6. While the doors are in lockdown, initiate emergency release. The doors should all energize and hold the group's OPEN relays despite the lockdown status.
7. Reset the emergency release. repeat for all groups.

### Interlock:

1. Secure all but one door in the interlock group.
2. Attempt to open all other doors in the interlock group. Each attempt should result with a secondary confirmation window.
3. Secure the open door and unsecure the next door in the group.
4. Ensure throughout the procedure that, with particular mind of doors that are in multiple groups, none of the other interlock groups are affected by non-associated doors.
5. Repeat for all doors in the interlock group.

### Intercoms:

1. Connect test intercom to the quick connect board on the DCC panel.
2. Press the call-in button on the intercom. The intercom call should annunciate on the intercom.
3. Ensure that the correct intercom is flashing yellow on the HMI screen.
4. After verifying the flashing yellow icon, change to a different screen.
5. Pressing next call should change the screen to the appropriate location, correct camera call ups, associated door selected, and a voice path established.
6. Verify a clear voice path is established in both directions.
7. Select IC DISCONNECT or select the connected intercom to disconnect the voice path. Ensure that the voice path is disconnected.

### Paging:

1. Connect a loudspeaker to an appropriate spot on the TBE or PZE board.
2. Select the paging icon. Note the change in icon color.
3. Verify you have clear voice paths in both directions if applicable.
4. Select the icon again and ensure that the icon changes color and that the voice path disconnected.

### Call-ups:

1. Select a pane from the HMI and then select a camera.
2. Verify that the camera icon turns blue to signify it is in use.
3. Verify that the camera index or name is now displayed in the pane you selected on the HMI.
4. It is unlikely that in the shop an actual camera will be connected to this icon. You should, however, see that the corresponding pane in VideoMon has gone black to indicate no camera can be reached but an attempt to do so was made.
5. Repeat the process for each of the remaining panes in order to test call up functionality.
6. If you have any concerns as to the connection between the HMI and VideoMon, you can watch the log in Indusoft to confirm the correct string is being passed through.

### Utilities:

1. Ascertain the totality of the features for the utility to be tested. All the points might be dispersed through the IO list. STATUS input, ON output, OFF output, and AUX input are all possible points. Check the specifications for specific functionality of the utility, below is the procedure for a standard light utility with a STATUS input and ON output.
2. Short the STATUS input. Ensure that the icon changes state.
3. Verify the ON and OFF output relays are functional.



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## **QUALITY ASSURANCE PLAN**

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### UPS:

1. The contacts for a UPS vary by model but typically respond to a normally closed contact.
2. While the relay for UPS is open the UPS should be alarming and should not be able to be reset.
3. Once the contact is closed, then the alarm should be reset.

### Duress:

1. The contacts for Duress vary by the specifications, but typically are configured to be normally closed and will alarm while open.
2. Close all duress contacts and reset the annunciating alarms.
3. Release the first contact. The alarm should annunciate.
4. Using the select feature should change the screen to view the appropriate duress. The correct cameras should also call up.
5. Close the contact. The alarm should have the ability to reset.



## COST PROPOSAL



### Proposal for:

Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic  
Security Upgrades** | RFP 2022-P07 | August 1,  
2022

## REQUEST FOR PROPOSAL

Hays County Auditor - Purchasing Office

RFP 2022-P07

**Electronic Security Upgrades**



### Presented by:

CML Security, LLC  
1785 W. 160th Ave. Suite 700  
Broomfield, CO 80023  
ph. 720.466.3650  
fax. 720.438.7573  
[www.cmlsecurity.us](http://www.cmlsecurity.us)

CML SECURITY LLC | 1785 W. 160th Ave. Suite 700 | Broomfield, CO 80023 | 720.466.3650




**RFP 2022-P07 Electronic Security Upgrades**  
**Attachment A: Cost Proposal**

Fill out Attachment A and return as your Cost Proposal. It should be included in your proposal and not as a separate document. **Any proposal that does not include Attachment A will be deemed non-responsive.**

- The proposal must include all costs that are necessary to successful completion of the project: materials, labor, permits, lifts, supervision, training, programming, warranties, freight, and all project requirements as specified in the contract documents.
- Quantities indicated in Attachment A are for bidding purposes only. If actual work requires more or fewer quantities than those quantities indicated, the provided quantities will be required at the unit sum/prices contracted.
- Measurement of Quantities:
  - Measurement of Area: measured by square dimension using mean length and width or radius.
  - Linear measurement: measured by linear dimension, at item centerline or mean chord.
  - Stipulated Sum/Price Measurement: Items measured by area or linear means or combination, as appropriate, as a completed item or unit of work.
- Final payment for work governed by unit prices will be made on basis of approved measurements and quantities, multiplied by unit sum/price for work which is incorporated in or made necessary by the work.
- The lowest/best price will not be used as the sole basis for entering into this contract; rather, an award will be made to the company providing the best value, cost and other factors considered.
- The project is tax free. Documentation shall be submitted after award.
- Contractors offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations in Section Two and must be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

In Compliance with the above, the undersigned offers and agrees to furnish all items or services awarded per this document. Award shall include all solicitation documents and attachments.

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE OF THE PERSON AUTHORIZED TO CONDUCT NEGOTIATIONS ON BEHALF OF RESPONDENT IS MANDATORY.**

Signature: 	Date: August 1, 2022
Print Name: Tommy Thoene	Title: President
Email Address: tthoene@cmlsecurity.us	Phone Number: 303.653.8408

## Equipment

### Labor, Training, Supervision & Programming

**Miscellaneous Cost (permits, lifts, etc.)**

**Total Project Cost Historic Courthouse: Video Surveillance System**

169,224

**Detention Communication System****Equipment**

Quantity	Description	Make/Model	Unit Price	Extended Price
2	VoIP GOOSENECK MASTER STATION	HARDING	1,116	2,232
1	VoIP INTERCOM MASTER HANDSET	HARDING	1,147	1,147
1	DIGITAL CONTROLLER	HARDING DCC-XXX-IP	8,525	8,525
1	DIGITAL EXPANDER	HARDING DCE-XXX-IP	8,525	8,525
1	MICROCOMM ADMINISTRATOR SOFTWARE	HARDING		-
1	LOT CONNECTORS, SCREWS, COVERS, BOXES, BLOCKS	MISC	3,743	3,743
				-
				-
				-
				-
				-
				-
				-
				-
Equipment Freight Total				1,934
Equipment Warranties Total				1,209
<b>Equipment Total</b>				<b>27,315</b>

**Labor, Training, Supervision & Programming**

Quantity	Description	Hours	Hourly Rate	Extended Price
	Project Management		125	8,370
	Technical Assistance		150	8,293
	Engineering		165	4,000
	Training		150	1,500
	Other: (Specify)			-
				-
				-
				-
				-
				-
<b>Labor Total</b>				<b>22,163</b>

**Miscellaneous Cost (permits, lifts, etc.)**

Quantity	Description	Hours	Hourly Rate	Extended Price
<b>Miscellaneous Cost Total</b>				<b>-</b>

<b>Total Project Cost: Detention Communication System</b>	<b>49,477</b>
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**Access Control System****Equipment**

Quantity	Description	Make/Model	Unit Price	Extended Price
1	MANAGEMENT SERVER TOWER	HMS-L1T	4,828	4,828
1	VELOCITY SERVER AND SQL SOFTWARE	VEL-CCC-S	2,046	2,046
1	DATABASE UPGRADE WITH REMOTE SUPPORT	IGS-VUG-DBRS	5,859	5,859
1	VELOCITY SOFTWARE LICENSE, SERVER EDITION	VEL-SERVER	3,427	3,427
4	VELOCITY SOFTWARE LICENSE FOR EXISTING MODEL 8	MOD-ADD-16	797	3,187
81	WALL MOUNT, HF/LF, PIGTALE WEIGAND READER	HIRSCH 8110ABP0000	521	42,185
81	READER TRANSFORMER CONVERTERS 28VDC->12VDC	HIRSCH MPSH-12	51	4,143
1	SECOND YEAR ON SSA SERVER	SSA-VEL-SERVER	685	685
4	SECOND YEAR ON SSA MODEL 8	SSA-MOD-16	198	794
1	LOT CONNECTORS, SCREWS, COVERS, BOXES, BLOCKS	MISC	1,705	1,705
5	SPARE CARD READERS	HIRSCH 8110ABP0000	288	1,442
				-
1		CCM-Flashmaster	126	126
				-
				-
				-
Equipment Freight Total				5,634
Equipment Warranties Total				3,521
<b>Equipment Total</b>				<b>79,581</b>

**Labor, Training, Supervision & Programming**

Quantity	Description	Hours	Hourly Rate	Extended Price
	Project Management		125	30,048
	Technical Assistance		150	39,409
	Engineering		165	6,000
	Training		150	1,500
	Other: (Specify)			-
				-
				-
				-
				-
				-
<b>Labor Total</b>				<b>76,957</b>

**Miscellaneous Cost (permits, lifts, etc.)**

Quantity	Description	Hours	Hourly Rate	Extended Price
<b>Miscellaneous Cost Total</b>				<b>-</b>

<b>Total Project Cost Access Control System</b>	<b>156,538</b>
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**Government Center: Video Surveillance System**
**Equipment**

Quantity	Description	Make/Model	Unit Price	Extended Price
92	TYPE 1 - 5MP INDOOR CAMERA 3-10mmVF CEILING MOUNT	BOSCH NDE-5503-A	1,033	95,016
1	TYPE 1 - 5MP INDOOR CAMERA 3-10mmVF WALL MOUNT	BOSCH NDE-5503-A	1,080	1,080
8	TYPE 2 - 5MP OUTDOOR CAMERA 3-10mmVF WALL MOUNT	BOSCH NDE-5503-A	1,907	15,255
5	TYPE 3 - 1.5MP CORNER CAMERA	BOSCH NCN-90022-F1	1,312	6,561
7	TYPE 4 - 20MP MULTI-IMAGER OUTDOOR CAMERA 4x5MP CORNER MT	BOSCH NDM-7703-A	2,284	15,991
1	TYPE 4 - 20MP MULTI-IMAGER INDOOR CAMERA 4x5MP CEILING MT	BOSCH NDM-7703-A	2,077	2,077
2	WORKSTATION WITH DUAL 24" MONITORS	BOSCH MHW-WZ4G4-HEN/UML-275-90	5,831	11,662
1	WORKSTATION WITH SINGLE 24" MONITOR	BOSCH MHW-WZ4G4-HEN/UML-275-90	4,816	4,816
1	APPLICATION SERVER	BOSCH MHW-S380RA-SC	8,091	8,091
1	STORAGE 180 DAYS, 30FPS MOTION, 7.5FPS NOMOTION, 50% ACTIVITY	BOSCH DIP-73GC-16HD	164,760	164,760
1	EXTENDED WARRANTY	BOSCH DIP-73GCSGH-POS	3,196	3,196
6	SWING FRAME WALL ENCLOSURES	HOME	1,550	9,300
6	5KVA RACKMOUNT UPS	EATON	6,975	41,850
2	BATTERY EXTENDERS 30MINUTES	EATON	1,163	2,325
1	UPS MBB RACKMOUNT	EATON	2,170	2,170
1	LOT CONNECTORS, SCREWS, COVERS, BOXES, BLOCKS	MISC	7,000	7,000
1	VIDEO 48 PORT NETWORK SWITCH	HP SERIES	8,835	8,835
6	VIDEO 24 PORT NETWORK SWITCH	HP SERIES	6,665	39,990
6	VIDEO 24 PORT POE NETWORK SWITCH	HP SERIES	6,781	40,688
1	LOT WIRE MANAGEMENT/FIBER DIST PANELS/PATCH PANELS	MISC	39,688	39,688
5	SPARE CAMERA	BOSCH NDE-5503-A	1,033	5,164
5	SPARE CAMERA	BOSCH NCN-90022-F1	1,312	6,561
5	SPARE CAMERA	BOSCH NDM-7703-A	2,284	11,422
				-
Equipment Freight Total				43,480
Equipment Warranties Total				27,175
<b>Equipment Total</b>				<b>614,153</b>

**Labor, Training, Supervision & Programming**

Quantity	Description	Hours	Hourly Rate	Extended Price
	Project Management		125	98,670
	Technical Assistance		150	95,735
	Engineering		165	38,000
	Training		150	3,500
	Other: (Specify)			-
				-
				-
				-
				-
				-
<b>Labor Total</b>				<b>235,905</b>

**Miscellaneous Cost (permits, lifts, etc.)**

Quantity	Description	Hours	Hourly Rate	Extended Price
	Rental Equipment		1	3,800
<b>Miscellaneous Cost Total</b>				<b>3,800</b>

<b>Total Project Cost: Government Center - Video Surveillance System</b>	<b>853,857</b>
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Remaining Control Systems  
Equipment

Quantity	Description	Make/Model	Extended Price
1	PROGAMMABLE LOGIC CONTROLLER SYSTEM COMPLETE	Omron/P&B/PowerOne	107,183
1	GRAPHICAL USER INTERFACE SYSTEM COMPLETE	Dell/Indusoft	89,125
Equipment Freight Total			15,705
Equipment Warranties Total			9,815
Total Remaining Control Systems			221,827

Total Project Government Center Cost: Remaining Control Systems	\$ 221,827
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Total Project Government Center Cost: Detention Communication System	\$ 49,477
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Total Project Government Center Cost Access Control System	\$ 156,538
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Total Project Government Center Cost: Government Center - Video Surveillance System	\$ 853,857
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Total Project Government Center BID TOTAL	\$ 1,281,700
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## PROPOSED PROJECT SCHEDULE



### Proposal for:

Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic  
Security Upgrades** | RFP 2022-P07 | August 1,  
2022

## REQUEST FOR PROPOSAL

Hays County Auditor - Purchasing Office

RFP 2022-P07
























**Electronic Security Upgrades**

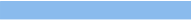
























### Presented by:




















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fax. 720.438.7573  
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CML SECURITY LLC | 1785 W. 160th Ave. Suite 700 | Broomfield, CO 80023 | 720.466.3650




















ID		Task Mode	Task Name	Duration	Start	Finish	Resource Names	15	'20	M	T	W	T	F
1			<b>Hays County Electronic Security Upgrades</b>	<b>130.5 days</b>	<b>Thu 9/1/22</b>	<b>Thu 3/2/23</b>								
2			<b>Preconstruction</b>	<b>13 days</b>	<b>Thu 9/1/22</b>	<b>Mon 9/19/22</b>								
3			<b>Notice to Proceed (start overall duration, "X" days)</b>	0 days	Thu 9/1/22	Thu 9/1/22								
4			KICKOFF MEETING (internal)	1 day	Fri 9/2/22	Fri 9/2/22								
5			Preconstruction meeting w/owner	1 day	Wed 9/7/22	Wed 9/7/22								
6			Initial site survey	2 days	Thu 9/8/22	Fri 9/9/22								
7			Provide org chart/key personnel matrix	1 day	Tue 9/6/22	Tue 9/6/22								
8			Provide schedule of values	1 day	Mon 9/12/22	Mon 9/12/22								
9			Provide CPM schedule	1 day	Mon 9/19/22	Mon 9/19/22								
10			<b>Engineering</b>	<b>30 days</b>	<b>Mon 9/5/22</b>	<b>Fri 10/14/22</b>								
11			<b>SEC Submittals</b>	<b>30 days</b>	<b>Mon 9/5/22</b>	<b>Fri 10/14/22</b>								
12			<b>Product Data</b>	<b>19 days</b>	<b>Mon 9/5/22</b>	<b>Thu 9/29/22</b>								
13			Compile Product Data Submittals	8 days	Mon 9/5/22	Wed 9/14/22								
14			<b>Submit Product Data</b>	<b>1 day</b>	<b>Thu 9/15/22</b>	<b>Thu 9/15/22</b>								
15			Submit Controls Product Data	1 day	Thu 9/15/22	Thu 9/15/22								
16			Submit IP Video Product Data	1 day	Thu 9/15/22	Thu 9/15/22								
17			Submittal Review by Arch/Owner/Consultant	10 days	Fri 9/16/22	Thu 9/29/22								
18			<b>Shop Drawings</b>	<b>25 days</b>	<b>Mon 9/12/22</b>	<b>Fri 10/14/22</b>								
19			Compile Shop Drawings	15 days	Mon 9/12/22	Fri 9/30/22								
20			Submit Shop Drawings	0 days	Fri 9/30/22	Fri 9/30/22								
21			Shop Drawing Review by Arch/Owner/Consultant	10 days	Mon 10/3/22	Fri 10/14/22								
22			<b>HMI Maps &amp; Theory of Operations</b>	<b>21 days</b>	<b>Mon 9/12/22</b>	<b>Mon 10/10/22</b>								
23			Create HMI Maps	15 days	Mon 9/12/22	Fri 9/30/22								

























Project: Hays Cutover Schedule Date: Mon 8/1/22	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			




















ID		Task Mode	Task Name	Duration	Start	Finish	Resource Names	15, '20	M	T	W	T	F
24			HMI Map & Theory of Operations/Webex/Review	1 day	Mon 10/3/22	Mon 10/3/22							
25			Implement Changes	5 days	Tue 10/4/22	Mon 10/10/22							
26			<b>Procurement</b>	<b>56 days</b>	<b>Thu 9/8/22</b>	<b>Thu 11/24/22</b>							
27			<b>Security Electronics</b>	<b>56 days</b>	<b>Thu 9/8/22</b>	<b>Thu 11/24/22</b>							
28			<b>Head End Procurement</b>	<b>49 days</b>	<b>Thu 9/8/22</b>	<b>Tue 11/15/22</b>							
29			HMI/PLC Head End	30 days	Thu 9/8/22	Wed 10/19/22							
30			Intercom & Paging Head End	30 days	Thu 9/8/22	Wed 10/19/22							
31			IP Video & Network Head End	49 days	Thu 9/8/22	Tue 11/15/22							
32			<b>Field Device Procurement</b>	<b>40 days</b>	<b>Fri 9/30/22</b>	<b>Thu 11/24/22</b>							
33			PLC & Door Control Devices	20 days	Fri 9/30/22	Thu 10/27/22							
34			Intercom & Paging Devices	30 days	Fri 9/30/22	Thu 11/10/22							
35			Cameras	40 days	Fri 9/30/22	Thu 11/24/22							
36			<b>Fabrication</b>	<b>41 days</b>	<b>Tue 10/11/22</b>	<b>Tue 12/6/22</b>							
37			<b>Security Electronics</b>	<b>41 days</b>	<b>Tue 10/11/22</b>	<b>Tue 12/6/22</b>							
38			HMI and PLC Programming	28 days	Tue 10/11/22	Thu 11/17/22							
39			<b>Factory Assembly</b>	<b>34 days</b>	<b>Thu 10/20/22</b>	<b>Tue 12/6/22</b>							
40			PLC & Door Control Head End	15 days	Thu 10/20/22	Wed 11/9/22							
41			Intercom & Paging Head End	15 days	Thu 10/20/22	Wed 11/9/22							
42			IP Video Head End Assembly	15 days	Wed 11/16/22	Tue 12/6/22							
43			<b>Factory Test and Ship</b>	<b>30 days</b>	<b>Wed 12/7/22</b>	<b>Tue 1/17/23</b>							
44			Internal Testing	5 days	Wed 12/7/22	Tue 12/13/22							
45			Send Notification of Factory Test	1 day	Fri 12/16/22	Fri 12/16/22							
46			Factory Test	1 day	Mon 1/2/23	Mon 1/2/23							

Project: Hays Cutover Schedule Date: Mon 8/1/22	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID		Task Mode	Task Name	Duration	Start	Finish	Resource Names	15, '20	M	T	W	T	F
47			Incorporate Changes From Factory Test	5 days	Tue 1/3/23	Mon 1/9/23							
48			Equipment Ship Date	0 days	Mon 1/9/23	Mon 1/9/23							
49			Equipment on site	1 day	Tue 1/17/23	Tue 1/17/23							
50			<b>Installation and Cutover</b>	<b>31.5 days</b>	<b>Wed 1/18/23</b>	<b>Thu 3/2/23</b>							
51			<b>PLC, Access and Intercom Controls</b>	<b>12.5 days</b>	<b>Wed 1/18/23</b>	<b>Fri 2/3/23</b>							
52			<b>Head End/Equipment Rooms 1st Floor</b>	<b>8 days</b>	<b>Wed 1/18/23</b>	<b>Fri 1/27/23</b>							
53			Demo Existing Head End Controls	2 days	Wed 1/18/23	Thu 1/19/23							
54			Install New Head End Controls Equipment	1 day	Fri 1/20/23	Fri 1/20/23							
55			Head End Terminations	5 days	Mon 1/23/23	Fri 1/27/23							
56			<b>Control Room D179</b>	<b>0.5 days</b>	<b>Wed 1/18/23</b>	<b>Wed 1/18/23</b>							
57			Install New Touchscreens & HMIs	0.5 days	Wed 1/18/23	Wed 1/18/23							
58			Install IC/Paging Master Stations	0.5 days	Wed 1/18/23	Wed 1/18/23							
59			Install VMS Workstations	0.5 days	Wed 1/18/23	Wed 1/18/23							
60			<b>Control Room B115</b>	<b>1 day</b>	<b>Wed 1/18/23</b>	<b>Wed 1/18/23</b>							
61			Install New Touchscreens & HMIs	1 day	Wed 1/18/23	Wed 1/18/23							
62			Install IC/Paging Master Stations	1 day	Wed 1/18/23	Wed 1/18/23							
63			Install VMS Workstations	1 day	Wed 1/18/23	Wed 1/18/23							
64			<b>Field Device Installation</b>	<b>1.5 days</b>	<b>Wed 1/18/23</b>	<b>Thu 1/19/23</b>							
65			<b>Field Devices - 1st Floor</b>	<b>0.5 days</b>	<b>Wed 1/18/23</b>	<b>Wed 1/18/23</b>							
66			Install & Terminate New Field Devices	0.5 days	Wed 1/18/23	Wed 1/18/23							
67			<b>Field Devices - 2nd Floor</b>	<b>0.5 days</b>	<b>Wed 1/18/23</b>	<b>Wed 1/18/23</b>							
68			Install & Terminate New Field Devices	0.5 days	Wed 1/18/23	Wed 1/18/23							
69			<b>Field Devices - 3rd Floor</b>	<b>0.5 days</b>	<b>Thu 1/19/23</b>	<b>Thu 1/19/23</b>							

Project: Hays Cutover Schedule Date: Mon 8/1/22	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

ID		Task Mode	Task Name	Duration	Start	Finish	Resource Names	15, '20	M	T	W	T	F
70			Install & Terminate New Field Devices	0.5 days	Thu 1/19/23	Thu 1/19/23							
71			<b>Prefunctional Testing New Head End Controls</b>	<b>6 days</b>	<b>Thu 1/26/23</b>	<b>Fri 2/3/23</b>							
72			<b>Control Room D179 Controls Testing</b>	<b>6 days</b>	<b>Thu 1/26/23</b>	<b>Fri 2/3/23</b>							
73			Initial Testing/Troubleshooting	5 days	Thu 1/26/23	Thu 2/2/23							
74			Punchlist Completion	1 day	Thu 2/2/23	Fri 2/3/23							
75			<b>Control Room B115 Controls Testing</b>	<b>3 days</b>	<b>Thu 1/26/23</b>	<b>Tue 1/31/23</b>							
76			Initial Testing	2 days	Thu 1/26/23	Mon 1/30/23							
77			Punchlist Completion	1 day	Mon 1/30/23	Tue 1/31/23							
78			<b>IP Video System</b>	<b>31.5 days</b>	<b>Wed 1/18/23</b>	<b>Thu 3/2/23</b>							
79			<b>Head End/Equipment Rooms 1st Floor</b>	<b>15 days</b>	<b>Wed 1/18/23</b>	<b>Tue 2/7/23</b>							
80			Demo Existing Head End IP Video	1.5 days	Wed 1/18/23	Thu 1/19/23							
81			Install New IP Video Head End	1.5 days	Thu 1/19/23	Fri 1/20/23							
82			Head End Terminations	3 days	Mon 1/23/23	Wed 1/25/23							
83			<b>Field Device Installation</b>	<b>15 days</b>	<b>Wed 1/18/23</b>	<b>Tue 2/7/23</b>							
84			<b>New Wire and Cable</b>	<b>15 days</b>	<b>Wed 1/18/23</b>	<b>Tue 2/7/23</b>							
85			Cat 6 Cable (Camera) installation	15 days	Wed 1/18/23	Tue 2/7/23							
86			<b>Field Devices</b>	<b>15 days</b>	<b>Wed 1/18/23</b>	<b>Tue 2/7/23</b>							
87			Install New Cameras	15 days	Wed 1/18/23	Tue 2/7/23							
88			<b>Head End/Equipment Rooms 2nd Floor</b>	<b>8 days</b>	<b>Thu 1/19/23</b>	<b>Tue 1/31/23</b>							
89			Demo Existing Head End IP Video	2 days	Thu 1/19/23	Mon 1/23/23							
90			Install New IP Video Head End	1 day	Mon 1/23/23	Tue 1/24/23							
91			Head End Terminations	5 days	Tue 1/24/23	Tue 1/31/23							
92			<b>Field Device Installation</b>	<b>2.5 days</b>	<b>Wed 2/8/23</b>	<b>Fri 2/10/23</b>							

Project: Hays Cutover Schedule Date: Mon 8/1/22	Task		Inactive Summary		External Tasks	
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	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			







## EVIDENCE OF BONDING CAPACITY



### Proposal for:

Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic  
Security Upgrades** | RFP 2022-P07 | August 1,  
2022

## REQUEST FOR PROPOSAL

Hays County Auditor - Purchasing Office

RFP 2022-P07

**Electronic Security Upgrades**



### Presented by:

CML Security, LLC  
1785 W. 160th Ave. Suite 700  
Broomfield, CO 80023  
ph. 720.466.3650  
fax. 720.438.7573  
[www.cmlsecurity.us](http://www.cmlsecurity.us)

CML SECURITY LLC | 1785 W. 160th Ave. Suite 700 | Broomfield, CO 80023 | 720.466.3650



To Whom it May Concern,

The purpose of this letter is to advise you of our experience with CML Security, LLC. Flood and Peterson, located at P.O. Box 578; Greeley, Colorado, serves as Bonding Agent for CML Security. Bonds issued on behalf of CML Security are issued through Great American Insurance Company (rated A+, XV by AM Best Company-NAIC #16691) as listed on the most current Federal Register as acceptable for Federal Bonds.

CML Security, LLC has a surety credit line with Great American Insurance Company which authorizes them to bid contracts with performance and payment bond obligations. Great American Insurance Company has not established a set limit; however, we normally work with a bonding program in the range of \$200,000,000 per project with an aggregate limit of \$300,000,000.

Our willingness to provide surety credit is subject to standard underwriting including a review of acceptable bond forms, contract terms, and other underwriting considerations at the time of the request. It is understood, of course, that any arrangement for bonds is a matter between CML Security, LLC and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need additional information regarding the surety program of CML Security, please feel free to contact either Kahler Grandbouche at Great American at (970) 713-8818 or myself at (970) 506-3274.

Respectfully,





## APPENDIX MATERIALS



### Proposal for:

Hays County Auditor | Purchasing Office |  
712 Stagecoach Trail, Suite 1071 | **Electronic  
Security Upgrades** | RFP 2022-P07 | August 1,  
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## REQUEST FOR PROPOSAL

Hays County Auditor - Purchasing Office

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XIII. Vendor/Bidder’s Affirmation

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

  X   Does not own taxable property in Hays County, or;

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

CML Security, LLC  
\_\_\_\_\_  
Name of Contracting Company

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

N/A  
\_\_\_\_\_

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

Tommy Thoene  
\_\_\_\_\_  
Printed Name

tthoene@cmlsecurity.us  
\_\_\_\_\_  
Email Address

President  
\_\_\_\_\_  
Title  
  
303-653-8404  
\_\_\_\_\_  
Phone





# CML SECURITY, LLC

Unique Entity ID <b>C156QGJFAJK7</b>	CAGE / NCAGE <b>7JUN5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Nov 4, 2022</b>	
Physical Address <b>1785 W 160TH AVE STE 700 Broomfield, Colorado 80023-8981 United States</b>	Mailing Address <b>1785 W 160TH AVE STE 700 Broomfield, Colorado 80023-8981 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Colorado 06</b>	State / Country of Incorporation <b>South Dakota / United States</b>	URL <b>www.cmlsecurity.us</b>

## Registration Dates

Activation Date <b>Oct 7, 2021</b>	Submission Date <b>Oct 5, 2021</b>	Initial Registration Date <b>Jan 28, 2016</b>
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## Entity Dates

Entity Start Date <b>Jun 18, 2015</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.


SIGNATURE:  \_\_\_\_\_

PRINT NAME & TITLE: Tommy Thoene - President

COMPANY NAME: CML Security, LLC



## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  <div style="text-align: center;">N/A</div>	Date Received	
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;">N/A</div> <div style="text-align: center;">_____ Name of Officer</div>		
<b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes                 <input checked="" type="checkbox"/> No             </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes                 <input checked="" type="checkbox"/> No             </div>		
<b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>  <div style="text-align: center;">N/A</div>		
<b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>7</b>                       Signature of vendor doing business with the governmental entity                 </div> <div style="width: 35%; text-align: right;">                     July 29, 2022                      Date                 </div> </div>		

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



## XII. Debarment and Licensing Certification

STATE OF \_\_\_\_\_ §

COUNTY OF HAYS §

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

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

CML Security, LLC

Name of Firm

President

Signature of Certifying Official

Title of Certifying Official

Tommy Thoene

July 29, 2022

Printed Name of Certifying Official

Date

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

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

Notary Public in and for the State of Texas

(if other than Texas, Write state in here \_\_\_\_\_)

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

## XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

### 1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

### 2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

### 3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

### 4. **Equal Employment Opportunity**

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

### 5. **Wages**

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

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

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

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

**9. Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**10. Rights to Inventions Made Under a Contract or Agreement**

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

**11. Minority and Women's Businesses**

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

**12. Environmental Standards**

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
  - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**13. Historic Properties**

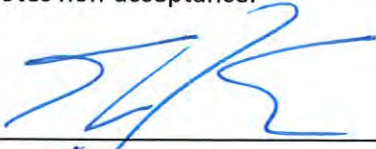
Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

**14. All Other Federal Laws**

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ☒ NO ☐

Authorized Signature: 

Printed Name and Title: Tommy Thoene - President

Respondent's Tax ID: 47-4326233

Telephone: 303-653-8404

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

X. Hays County House Bill 89 Verification

I, Tommy Thoene (Person name), the undersigned representative of  
CML Security, LLC (Company or Business name, hereafter referred to as Company) being an adult  
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and  
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter  
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
Signature of Company Representative

July 29, 2022  
Date

On this 29th day of July, 20 22, personally appeared Tommy Thoene, the  
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas  
(if other than Texas, Write state in here \_\_\_\_\_)  
\_\_\_\_\_  
Date

## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

### 2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### 3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
  - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

  
\_\_\_\_\_  
Signature

July 29, 2022

\_\_\_\_\_  
Date





## SOLICITATION, OFFER AND AWARD

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

**Solicitation No.:**  
RFP 2022-P07 Electronic Security Upgrades

**Date Issued: July 7, 2022**

### SOLICITATION

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

**2:00 p.m. local time August 1, 2022.**

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

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

Questions concerning this RFP must be received in writing no later than 5:00 on July 20, 2022.

Phone No.: (512) 393-2283

### OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

Respondent		Respondent's Authorized Representative	
Entity Name:	CML Security, LLC	Name:	Tommy Thoene
Mailing Address:	1785 W. 160th Avenue Suite 700 Broomfield, CO 80023	Title:	President
		Email Address:	tthoene@cmlsecurity.us
		Phone No.:	303-653-8404
Signature:		Date:	July 29, 2022
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Tommy Thoene tthoene@cmlsecurity.us 303-653-8404		

### NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
<b>Important: Award notice may be made on this form or by other Authorized official written notice.</b>	Hays County Judge	Date
	Hays County Clerk	Date

## XV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

### Section A: Current Hays County Employee

Employee Name	Title
---------------	-------

### Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
---------------	-------	--------------------------------

### Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title
---	-------

Name of Person Related	Title	Relationship
------------------------	-------	--------------

### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

No relationships in accordance with the above exist or are known to exist with any current or former employee of Hays County, nor with a person related within the 2nd degree of consanguinity or affinity of the aforementioned.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

CML Security, LLC

Name of Vendor



Signature of Certifying Official

Tommy Thoene

Printed Name of Certifying Official

President

Title of Certifying Official

July 29, 2022

Date

<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

## XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

CML Security, LLC

---

Company Name

Tommy Thoene

---

Print Name of Company Representative

---

Signature of Company Representative

July 29, 2022

---

Date

### CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

---

Print Name of Hays County Purchasing Representative

---

Signature of Hays County Purchasing Representative

---

Date

---

IFB/RFP/RFQ Number



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2283

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

Stephanie Hunt  
*Procurement Manager*  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

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July 26, 2022

### ADDENDUM #1 RFP 2022-P07 Electronic Security Upgrades

Please find attached Addendum #1 to **RFP 2022-P07 Electronic Security Upgrades**. Questions were answered by Hays County Staff.

Attachments to this addendum:

- Questions & Answers
- Attachment D: Pre-Bid Agenda & Sign-In
- Updated Attachment A: Cost Proposal

**Acknowledge receipt of this addendum by signing and returning this page with your proposal.**

---

Signature

---

Company Name

Date

**Addendum #1**  
**RFP 2022-P07 Electronic Security Upgrades**

**General Notes:**

- Access Control System: existing readers remain, upgrade software
- Detention Intercom System: field devices remain, upgrade
- Video Surveillance System: Complete replacement, raceway already there
- Security Management System: Complete replacement to include PLC, no proprietary equipment allowed.
- Network Equipment: Upgrades to switches
- Uninterruptible Power Supply: Additional Equipment
- Historic Courthouse: New System
- Functional Test will need to be done by the awarded vendor prior to pre-construction meeting of intercoms and readers.
- Updated: Attachment A – Added an optional project of adding cameras to the elevators.

**Questions & Answers:**

1. Would you please send me the Pre-Bid Attendees from the meeting held this morning or have it posted to the site?
  - *See Attachment D: Pre-Bid Agenda & Sign-in*
2. What restrictions are there with Courthouse ceilings?
  - *You can not mess with the ceilings, but most of the offices have lay in ceilings that will be utilized. Per the plans the cabling will mainly be ran through the Janitor's Closet on each floor and then ran to the Constable 1's Office.*
3. Has all work been approved by the Historic Commission?
  - *The project is currently under review with the Texas Historic Commission.*
4. Is the work to be done for both the Courthouse & the Government Building to be done in six months?
  - *Yes, multiple awards may be made. Hays County reserves the right to award each project (Government Center and Historic Courthouse) to either the same or different vendors, depending on what is in the best interest of the county.*
5. Do both systems need to be tied together?
  - *No, they are separate of each other.*

## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2283

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

Stephanie Hunt  
*Procurement Manager*  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

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July 26, 2022

### ADDENDUM #1 RFP 2022-P07 Electronic Security Upgrades

Please find attached Addendum #1 to **RFP 2022-P07 Electronic Security Upgrades**. Questions were answered by Hays County Staff.

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- Questions & Answers
- Attachment D: Pre-Bid Agenda & Sign-In
- Updated Attachment A: Cost Proposal

**Acknowledge receipt of this addendum by signing and returning this page with your proposal.**

---

Signature

---

Company Name

Date

**Addendum #1**  
**RFP 2022-P07 Electronic Security Upgrades**

**General Notes:**

- Access Control System: existing readers to be replaced, existing device cabling shall remain, existing reader interface modules (non-functioning – quantity of ten) to be replaced and upgrade system software.
- Detention Intercom System: existing field devices / existing device cabling to remain, all “head-end” components to be replaced.
- Video Surveillance System: Complete system replacement; to include “head-end” components, field devices and cabling; existing raceway currently in place.
- Security Management System: Complete replacement to include PLC System to include all existing relay / interface boards, no proprietary equipment shall be allowed.
- Network Equipment: Provide new Network and PoE switches; security network “backbone” fiber / termination cabinets and system workstations.
- Uninterruptible Power Supply: Provide new UPS components as identified within RFP documents.
- Historic Courthouse: New “local” Video Surveillance System consisting of new cameras and “stand-alone” video recording system.
- Complete System Functional Test shall be performed by the awarded vendor prior to pre-construction meeting of all existing devices (doors, readers, intercoms, panic devices and all other devices that have interface requirements with the PLC (with the exception of cameras)) to provide the current status/functionality of the security electronics systems.
- Updated: Attachment A – Added an optional project of adding cameras to the elevators.

**Questions & Answers:**

1. Would you please send me the Pre-Bid Attendees from the meeting held this morning or have it posted to the site?
  - *See Attachment D: Pre-Bid Agenda & Sign-in*
2. What restrictions are there with Courthouse ceilings?
  - *Modifications to the existing historical ceilings is prohibited, but most of the offices have lay in ceilings that will be utilized for cable pathways (plenum rated cabling). Per the plans the cabling will mainly be ran through the Janitor’s Closet on each floor and then ran to the Constable 1’s Office.*
3. Has all work been approved by the Historic Commission?
  - *The project is currently under review with the Texas Historic Commission.*
4. Is the work to be done for both the Courthouse & the Government Building to be done in six months?



- *Yes, multiple awards may be made. Hays County reserves the right to award each project (Government Center and Historic Courthouse) to either the same or different vendors, depending on what is in the best interest of the county.*
5. Do both systems need to be tied together?
- *No, they are separate, independent buildings with no systems connections.*


**RFP 2022-P07 Electronic Security Upgrades**  
**Attachment A: Cost Proposal**

Fill out Attachment A and return as your Cost Proposal. It should be included in your proposal and not as a separate document. **Any proposal that does not include Attachment A will be deemed non-responsive.**

- The proposal must include all costs that are necessary to successful completion of the project: materials, labor, permits, lifts, supervision, training, programming, warranties, freight, and all project requirements as specified in the contract documents.
- Quantities indicated in Attachment A are for bidding purposes only. If actual work requires more or fewer quantities than those quantities indicated, the provided quantities will be required at the unit sum/prices contracted.
- Measurement of Quantities:
  - Measurement of Area: measured by square dimension using mean length and width or radius.
  - Linear measurement: measured by linear dimension, at item centerline or mean chord.
  - Stipulated Sum/Price Measurement: Items measured by area or linear means or combination, as appropriate, as a completed item or unit of work.
- Final payment for work governed by unit prices will be made on basis of approved measurements and quantities, multiplied by unit sum/price for work which is incorporated in or made necessary by the work.
- The lowest/best price will not be used as the sole basis for entering into this contract; rather, an award will be made to the company providing the best value, cost and other factors considered.
- The project is tax free. Documentation shall be submitted after award.
- Contractors offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations in Section Two and must be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

In Compliance with the above, the undersigned offers and agrees to furnish all items or services awarded per this document. Award shall include all solicitation documents and attachments.

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE OF THE PERSON AUTHORIZED TO CONDUCT NEGOTIATIONS ON BEHALF OF RESPONDENT IS MANDATORY.**

Signature: 	Date: August 1, 2022
Print Name: Tommy Thoene	Title: President
Email Address: tthoene@cmlsecurity.us	Phone Number: 303.653.8408

## Equipment

### Labor, Training, Supervision & Programming

**Miscellaneous Cost (permits, lifts, etc.)**

**Total Project Cost Historic Courthouse: Video Surveillance System**

169,224

**Detention Communication System**  
**Equipment**

Quantity	Description	Make/Model	Unit Price	Extended Price
2	VoIP GOOSENECK MASTER STATION	HARDING	1,116	2,232
1	VoIP INTERCOM MASTER HANDSET	HARDING	1,147	1,147
1	DIGITAL CONTROLLER	HARDING DCC-XXX-IP	8,525	8,525
1	DIGITAL EXPANDER	HARDING DCE-XXX-IP	8,525	8,525
1	MICROCOMM ADMINISTRATOR SOFTWARE	HARDING		-
1	LOT CONNECTORS, SCREWS, COVERS, BOXES, BLOCKS	MISC	3,743	3,743
				-
				-
				-
				-
				-
				-
				-
				-
Equipment Freight Total				1,934
Equipment Warranties Total				1,209
<b>Equipment Total</b>				<b>27,315</b>

**Labor, Training, Supervision & Programming**

Quantity	Description	Hours	Hourly Rate	Extended Price
	Project Management		125	8,370
	Technical Assistance		150	8,293
	Engineering		165	4,000
	Training		150	1,500
	Other: (Specify)			-
				-
				-
				-
				-
				-
<b>Labor Total</b>				<b>22,163</b>

**Miscellaneous Cost (permits, lifts, etc.)**

Quantity	Description	Hours	Hourly Rate	Extended Price
<b>Miscellaneous Cost Total</b>				<b>-</b>

<b>Total Project Cost: Detention Communication System</b>	<b>49,477</b>
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**Access Control System****Equipment**

Quantity	Description	Make/Model	Unit Price	Extended Price
1	MANAGEMENT SERVER TOWER	HMS-L1T	4,828	4,828
1	VELOCITY SERVER AND SQL SOFTWARE	VEL-CCC-S	2,046	2,046
1	DATABASE UPGRADE WITH REMOTE SUPPORT	IGS-VUG-DBRS	5,859	5,859
1	VELOCITY SOFTWARE LICENSE, SERVER EDITION	VEL-SERVER	3,427	3,427
4	VELOCITY SOFTWARE LICENSE FOR EXISTING MODEL 8	MOD-ADD-16	797	3,187
81	WALL MOUNT, HF/LF, PIGTALE WEIGAND READER	HIRSCH 8110ABP0000	521	42,185
81	READER TRANSFORMER CONVERTERS 28VDC->12VDC	HIRSCH MP5H-12	51	4,143
1	SECOND YEAR ON SSA SERVER	SSA-VEL-SERVER	685	685
4	SECOND YEAR ON SSA MODEL 8	SSA-MOD-16	198	794
1	LOT CONNECTORS, SCREWS, COVERS, BOXES, BLOCKS	MISC	1,705	1,705
5	SPARE CARD READERS	HIRSCH 8110ABP0000	288	1,442
				-
1		CCM-Flashmaster	126	126
				-
				-
				-
Equipment Freight Total				5,634
Equipment Warranties Total				3,521
<b>Equipment Total</b>				<b>79,581</b>

**Labor, Training, Supervision & Programming**

Quantity	Description	Hours	Hourly Rate	Extended Price
	Project Management		125	30,048
	Technical Assistance		150	39,409
	Engineering		165	6,000
	Training		150	1,500
	Other: (Specify)			-
				-
				-
				-
				-
				-
<b>Labor Total</b>				<b>76,957</b>

**Miscellaneous Cost (permits, lifts, etc.)**

Quantity	Description	Hours	Hourly Rate	Extended Price
<b>Miscellaneous Cost Total</b>				<b>-</b>

<b>Total Project Cost Access Control System</b>	<b>156,538</b>
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**Government Center: Video Surveillance System**
**Equipment**

Quantity	Description	Make/Model	Unit Price	Extended Price
92	TYPE 1 - 5MP INDOOR CAMERA 3-10mmVF CEILING MOUNT	BOSCH NDE-5503-A	1,033	95,016
1	TYPE 1 - 5MP INDOOR CAMERA 3-10mmVF WALL MOUNT	BOSCH NDE-5503-A	1,080	1,080
8	TYPE 2 - 5MP OUTDOOR CAMERA 3-10mmVF WALL MOUNT	BOSCH NDE-5503-A	1,907	15,255
5	TYPE 3 - 1.5MP CORNER CAMERA	BOSCH NCN-90022-F1	1,312	6,561
7	TYPE 4 - 20MP MULTI-IMAGER OUTDOOR CAMERA 4x5MP CORNER MT	BOSCH NDM-7703-A	2,284	15,991
1	TYPE 4 - 20MP MULTI-IMAGER INDOOR CAMERA 4x5MP CEILING MT	BOSCH NDM-7703-A	2,077	2,077
2	WORKSTATION WITH DUAL 24" MONITORS	BOSCH MHW-WZ4G4-HEN/UML-275-90	5,831	11,662
1	WORKSTATION WITH SINGLE 24" MONITOR	BOSCH MHW-WZ4G4-HEN/UML-275-90	4,816	4,816
1	APPLICATION SERVER	BOSCH MHW-S380RA-SC	8,091	8,091
1	STORAGE 180 DAYS, 30FPS MOTION, 7.5FPS NOMOTION, 50% ACTIVITY	BOSCH DIP-73GC-16HD	164,760	164,760
1	EXTENDED WARRANTY	BOSCH DIP-73GCSGH-POS	3,196	3,196
6	SWING FRAME WALL ENCLOSURES	HOME	1,550	9,300
6	5KVA RACKMOUNT UPS	EATON	6,975	41,850
2	BATTERY EXTENDERS 30MINUTES	EATON	1,163	2,325
1	UPS MBB RACKMOUNT	EATON	2,170	2,170
1	LOT CONNECTORS, SCREWS, COVERS, BOXES, BLOCKS	MISC	7,000	7,000
1	VIDEO 48 PORT NETWORK SWITCH	HP SERIES	8,835	8,835
6	VIDEO 24 PORT NETWORK SWITCH	HP SERIES	6,665	39,990
6	VIDEO 24 PORT POE NETWORK SWITCH	HP SERIES	6,781	40,688
1	LOT WIRE MANAGEMENT/FIBER DIST PANELS/PATCH PANELS	MISC	39,688	39,688
5	SPARE CAMERA	BOSCH NDE-5503-A	1,033	5,164
5	SPARE CAMERA	BOSCH NCN-90022-F1	1,312	6,561
5	SPARE CAMERA	BOSCH NDM-7703-A	2,284	11,422
				-
Equipment Freight Total				43,480
Equipment Warranties Total				27,175
<b>Equipment Total</b>				<b>614,153</b>

**Labor, Training, Supervision & Programming**

Quantity	Description	Hours	Hourly Rate	Extended Price
	Project Management		125	98,670
	Technical Assistance		150	95,735
	Engineering		165	38,000
	Training		150	3,500
	Other: (Specify)			-
				-
				-
				-
				-
				-
<b>Labor Total</b>				<b>235,905</b>

**Miscellaneous Cost (permits, lifts, etc.)**

Quantity	Description	Hours	Hourly Rate	Extended Price
	Rental Equipment		1	3,800
<b>Miscellaneous Cost Total</b>				<b>3,800</b>

<b>Total Project Cost: Government Center - Video Surveillance System</b>	<b>853,857</b>
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Remaining Control Systems  
Equipment

Quantity	Description	Make/Model	Extended Price
1	PROGAMMABLE LOGIC CONTROLLER SYSTEM COMPLETE	Omron/P&B/PowerOne	107,183
1	GRAPHICAL USER INTERFACE SYSTEM COMPLETE	Dell/Indusoft	89,125
Equipment Freight Total			15,705
Equipment Warranties Total			9,815
Total Remaining Control Systems			221,827

Total Project Government Center Cost: Remaining Control Systems	\$ 221,827
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Total Project Government Center Cost: Detention Communication System	\$ 49,477
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Total Project Government Center Cost Access Control System	\$ 156,538
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Total Project Government Center Cost: Government Center - Video Surveillance System	\$ 853,857
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Total Project Government Center BID TOTAL	\$ 1,281,700
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AGENDA ITEM REQUEST FORM

**Hays County Commissioners Court**

**Date:** 09/20/2022

**Requested By:**

Vickie Dorsett

**Sponsor:**

Judge Becerra

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**Agenda Item**

1:00p.m. Hold a final public hearing for the Fiscal Year 2023 Hays County Proposed Budget. **BECERRA/DORSETT**

**Summary**

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**Attachments**

FY 2023 Public Hearing Notice



## **NOTICE OF PUBLIC HEARING ON HAYS COUNTY FY 2023 BUDGET**

Notice is hereby given that the County of Hays will hold a public hearing on the proposed FY 2023 budget on September 20, 2022 at 1:00 p.m., in the Commissioners' Courtroom, Hays County Courthouse, 111 E. San Antonio St., San Marcos, TX 78666.

The proposed budget will raise more revenue from property taxes than last year's budget by an amount of \$5,679,017 or 5.85% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$6,074,019.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Vickie Dorsett

**Sponsor:**

Judge Becerra

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**Agenda Item**

Discussion and possible action to set the Fiscal Year 2023 salaries and allowances for Hays County Elected Officials. **BECERRA/DORSETT**

**Summary**

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**Attachments**

FY 2023 Elected Officials Salaries & Allowances

Elected Officials - FY 2023 Salary & Allowances

Elected Official	Salary FY23	Longevity	State Supplement	ALLOWANCES			Total FY23
				Travel	Telephone	Uniform	
County Judge	88,505		25,200	15,000			128,705
Commissioner Pct. 1	82,151	1,775		15,000			98,926
Commissioner Pct. 2	82,151	660		15,000			97,811
Commissioner Pct. 3	82,151	660		15,000			97,811
Commissioner Pct. 4	82,151			15,000			97,151
Sheriff	122,482	670			420		123,572
District Clerk	90,988	1,770		3,064			95,822
County Clerk	90,988			3,064			94,052
Tax Assessor	99,434	680		3,306	420		103,840
Treasurer	86,823	1,915		3,064			91,802
Justice of the Peace Pct. 1-1	83,522	2,230		7,000			92,752
Justice of the Peace Pct. 1-2	83,522	315		7,000			90,837
Justice of the Peace Pct. 2	83,522	1,380		7,000			91,902
Justice of the Peace Pct. 3	83,522	1,380		7,000			91,902
Justice of the Peace Pct. 4	83,522			7,000			90,522
Justice of the Peace Pct. 5	83,522			7,000			90,522
Constable Pct. 1	86,000	1,980				720	88,700
Constable Pct. 2	86,000	300				720	87,020
Constable Pct. 3	86,000	1,165			420	720	88,305
Constable Pct. 4	86,000	780				720	87,500
Constable Pct. 5	86,000	510				720	87,230

*\*All Justice of the Peace elected officials received a \$2,436 increase in travel allowance through the grievance process as authorized per Texas Local Government Code Ch. 152.*



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Vickie Dorsett

**Sponsor:**

Judge Becerra

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#### **Agenda Item**

Discussion and possible action to adopt the Fiscal Year 2023 Hays County budget after making any final changes as a result of the public hearing. **BECERRA/DORSETT**

#### **Summary**

A list of final changes to the FY 2023 budget for the Court to consider will be provided. Additional items for consideration may be submitted by the Court members or as a result of the public hearing.

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#### **Attachments**

FY 2023 Budget Certificate

**COUNTY OF HAYS**

**BUDGET CERTIFICATE**

BUDGET YEAR October 1, 2022 to September 30, 2023

**STATE OF TEXAS  
COUNTY OF HAYS**

WE,     Ruben Becerra, County Judge  
          Elaine H. Cardenas, MBA, PhD., County Clerk  
          Vickie G. Dorsett, Budget Officer

Of Hays County, Texas, do hereby certify that the attached budget is a true and correct copy of the twelve (12) month fiscal year 2023 Budget of Hays County, Texas, as passed and approved by the Commissioners' Court of Hays County on the 20<sup>th</sup> day of September, A.D., 2022, as the same appears on file in the office of the Hays County Clerk.

\_\_\_\_\_  
Ruben Becerra, County Judge

\_\_\_\_\_  
Elaine H. Cardenas, MBA, PhD., County Clerk

\_\_\_\_\_  
Vickie G. Dorsett, Budget Officer

Subscribed and sworn to before me the undersigned authority on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2022.

\_\_\_\_\_  
Janice Jones  
Hays County, Texas

My Commission Expires: 01/13/2023



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Vickie Dorsett

**Sponsor:**

Judge Becerra

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#### **Agenda Item**

Discussion and possible action to ratify the property tax increase reflected in the Fiscal Year 2023 Hays County budget. **BECERRA/DORSETT**

#### **Summary**

Adoption of a budget that will raise more revenue from property taxes than in the previous year requires a separate vote of the Commissioner's Court to ratify the property tax increase reflected in the budget.

"The proposed budget will raise more revenue from property taxes than last year's budget by an amount of \$5,679,017 or 5.85% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$6,074,019."

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#### **Attachments**

FY 2023 Budget Cover Page



**HAYS COUNTY**  
**Fiscal Year 2023**  
**Commissioners' Court Proposed Budget**  
August 23, 2022

**The proposed budget will raise more revenue from property taxes than last year's budget by an amount of \$5,679,017 or 5.85% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$6,074,019.**



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 09/20/2022

**Requested By:**

Vickie Dorsett

**Sponsor:**

Judge Becerra

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#### **Agenda Item**

Discussion and possible action to approve an order adopting the tax rate for Fiscal Year 2023 and levy the taxes.

**BECERRA/DORSETT**

#### **Summary**

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#### **Attachments**

FY 2023 Itemized Tax Rate

FY 2023 Order Adopting Tax Rate



ITEMIZED TAX RATE  
Hays County - Fiscal Year 2023  
*Commissioners Court Proposed Budget - 8/23/2022*

PROPERTY VALUATION	Plus O65/DP Freeze Ceiling	FUNDS	TAX RATE	ESTIMATED TAX COLLECTION
32,447,410,843 (1 cent = \$3,196,070 @ 98.5% collection)	9,035,306	General M&O	20.37 ¢	74,139,251
32,447,410,843 (1 cent = \$3,196,070 @ 98.5% collection)	4,049,698	General Debt	9.13 ¢	33,229,817
33,477,591,157 (1 cent = \$3,297,543 @ 98.5% collection)	1,207,774	Road & Bridge M&O	1.75 ¢	6,978,473
		Ad Valorem Tax Rate	31.25 ¢	114,347,541
		ASSESSED TAXES		115,871,218

No New Revenue Tax Rate	31.25 ¢
<b>Proposed Tax Rate</b>	<b>31.25 ¢</b>
Voter Approval Tax Rate	36.14 ¢
De Minimis Tax Rate	30.88 ¢

TAX INCENTIVE PROGRAMS

1,979,268,123 (1 cent = \$197,927 @ 100% collection)	General M&O	20.37 ¢	4,031,769
1,958,065,673 (1 cent = \$195,807 @ 100% collection)	General Debt	9.13 ¢	1,787,714
864,398,390 (1 cent = \$86,440 @ 100% collection)	Road & Bridge M&O	1.75 ¢	151,270
	Ad Valorem Tax Rate	31.25 ¢	5,970,753
	TOTAL ASSESSED TAXES		121,841,971

ORDER ADOPTING AN AD VALOREM TAX RATE  
FOR FISCAL YEAR 2023 FOR HAYS COUNTY

THE STATE OF TEXAS  
COUNTY OF HAYS

On this 20<sup>th</sup> day of September, 2022, the Commissioners' Court of Hays County, Texas, pursuant to Chapter 26 of the Texas Property Tax Code, hereby adopts this order setting the Fiscal Year 2023 ad valorem tax rate as follows. All figures are in pennies per \$100 taxable property valuation:

General Maintenance & Operations	20.37 cents
General Debt	9.13 cents
Road and Bridge Maintenance & Operations	1.75 cents
<hr/>	
TOTAL AD VALOREM TAX RATE FOR FISCAL YEAR 2023	31.25 cents

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 20<sup>th</sup> day of September, 2022.

FOR	( )	_____
AGAINST	( )	RUBEN BECERRA
ABSTAIN	( )	COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR	( )	_____
AGAINST	( )	DEBBIE GONZALES - INGALSBE
ABSTAIN	( )	COMMISSIONER, PRECINCT 1

FOR	( )	_____
AGAINST	( )	MARK JONES
ABSTAIN	( )	COMMISSIONER, PRECINCT 2

FOR	( )	_____
AGAINST	( )	LON A. SHELL
ABSTAIN	( )	COMMISSIONER, PRECINCT 3

FOR	( )	_____
AGAINST	( )	WALT SMITH
ABSTAIN	( )	COMMISSIONER, PRECINCT 4

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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 09/20/2022

Requested By:

Sponsor:

Judge Becerra

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#### 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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

**BECERRA**

#### Summary

Additional information will be provided during Executive Session.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 09/20/2022

Requested By:

Sponsor: Commissioner Ingalsbe

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#### Agenda Item

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Thin Mint. Possible discussion and/or action may follow in open Court. **INGALSBE**

#### Summary

Additional information will be provided in Executive Session.

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