

**Commissioners Court -- NOVEMBER 15, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on **NOVEMBER 15, 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. Adopt a Proclamation declaring November 15, 2022 as GIS Day. **BECERRA**
2. Presentation by the Meadows Mental Health Policy Institute on the mental health needs assessment conducted in Hays County. **BECERRA**
3. Update by Staff from the Office of General Counsel on the Hays County Animal Control Ordinance. **BECERRA**

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 the payment of Juror checks. **VILLARREAL-ALONZO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of November 1, 2022. **BECERRA/CARDENAS**
5. Approve payment of the \$100.00 application fee to the Texas Historical Commission for the replacement historical marker at Bunton Ranch Bridge in Kyle, TX. **JONES/INGALSBE**
6. Amend the Constable Pct. 3 operating budget for additional vehicle maintenance & repair needs for law enforcement fleet. **SHELL/MONTAGUE**
7. Authorize the County Judge to execute an agreement with The Move Team for services in the amount of \$12,323.70 related to moving the Elections Administration office from the Government Center to 120 Stagecoach Trail and amend the budget accordingly. **SHELL/T.CRUMLEY**

8. Authorize Building Maintenance to purchase a 5 gallon Graco Airless Line Striper in the amount of \$4,385.00 and amend the budget accordingly. **SHELL/T.CRUMLEY**
9. Approve the reappointment of Robert Avera to the Board of Emergency Services District #6, a two year term ending December 31, 2024. **SMITH**
10. Authorize Building Maintenance to replace the 10 ton HVAC rooftop unit #5 (RTU-5) at the Hays County Courthouse in the amount of \$24,812.95 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
11. Authorize the County Judge to execute a renewal of the Interlocal Cooperation Agreement between Hays County and Blanco County for Jail Services effective November 1, 2022. **INGALSBE/CUTLER**
12. Authorize the County Judge to execute a Service Support Plan with Conference Technologies, Inc. for the audio/visual system located at the Jail and Training Center. **INGALSBE/CUTLER**
13. Authorize the acceptance of a grant award from the Department of Justice, Bureau of Justice Assistance, State Criminal Alien Assistance Program (SCAAP) in the amount of \$118,252.00. **INGALSBE/T.CRUMLEY**
14. Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division, Justice Assistance Grant Program for the continuation of the Hays County Mental Health Crisis Intervention program in the amount of \$58,405.90. **SHELL/T.CRUMLEY**
15. Authorize Building Maintenance to pour a new concrete dumpster pad at the Wimberley Recycling and Solid Waste Facility in the amount of \$12,500.00. **SHELL/T.CRUMLEY**
16. Ratify the submission of a grant application to State Farm Good Neighbor Citizenship Grant Program in the amount of \$10,000.00. **JONES/T.CRUMLEY/MIKEJONES**
17. Authorize the acceptance of a grant award from the Office of the Governor, FY23 Victim Assistance, First Responder Mental Health Program in the amount of \$10,081.25 and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**
18. Authorize the County Judge to execute a First Amendment for a time extension to a Professional Services Agreement between Hays County and Lockwood, Andrews and Newman, Inc. related to the Right of Way services for FM 1626 A (South), from RM 967 to FM 2770, safety expansion project. **INGALSBE/JONES**
19. Approve specifications for RFP 2023-P03 Countywide Plumbing Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/T.CRUMLEY**
20. Authorize the County Judge to execute Amendment #1 for a time extension to Task Order #3 as part of the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020. **SHELL/T.CRUMLEY**
21. Authorize the execution of the FY 2023 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF) and amend the budget accordingly. **INGALSBE/CUTLER**
22. Authorize the Sheriff's Office to accept a \$100.00 donation from Wesley B. Alexander and amend the budget accordingly. **INGALSBE/CUTLER**
23. Authorize a waiver to the purchasing policy and pre-payment to vendor for the Sheriff's Office to use Ethos Survival Inc. to purchase Narcan holsters. **SHELL/CUTLER**
24. Authorize the County Judge to execute a renewal agreement for \$20,321.00 for the Lexis Digital Law Library for use by Hays County Law Library patrons and authorize a discretionary exemption pursuant to Texas Local Government Code, 262.024 (a)(7)(B). **SHELL/BARRON**
25. Authorize a purchasing wavier for the Justice of the Peace, Pct. 3 Office to add security camera's and equipment to the Precinct 3 Building utilizing the Justice Court Building Security Fund and amend the budget accordingly. **SHELL/CABLE**

26. Authorize the execution of a Business Associate Agreement between the Hays County Local Health Department and Jotform related to the Subscription Agreement that was approved and executed on October 25, 2022. **INGALSBE/T.CRUMLEY**
27. Approve Utility Permits. **JONES/BORCHERDING**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. to provide utility coordination services for the RM 12 safety improvements near the intersection of Skyline Drive and Mountain Crest Drive in Precinct 3. **SHELL/BORCHERDING**
2. Discussion and possible action to authorize the execution of Change Order No.15 in the amount of \$175,962.26 to the Construction Contract with Cox Commercial Construction for the RM 3237 at RM 150 Roundabout (IFB-2021-B06) project as part of the Hays County Road Bond Program in Precinct 3 and amend the budget accordingly. **SHELL/BORCHERDING**
3. Discussion and possible action to approve a resolution in support of TXDOT designing and constructing signal lights on FM 110 at the intersections of Redwood Road and FM 621. **INGALSBE/BORCHERDING**
4. Discussion and possible action to consider the release of the subdivision bond #ES00007788 in the amount of \$350,046.72 for Headwaters at Barton Creek subd., Phase 5, Section 1. **SMITH/BORCHERDING**
5. Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle relating to the County's Kohlers Crossing/Union Pacific Railroad grade-separation project and amend the budget accordingly. **JONES/BORCHERDING**
6. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$110,000.00 to the Professional Services Agreement between Hays County and HDR Engineering, Inc. for engineering design services for Kohlers Crossing grade separation at Union Pacific Railroad in Pct. 2, and amend the budget accordingly. **JONES/BORCHERDING**
7. Discussion and possible action to approve the selection of Raba-Kistner, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call basis related to road improvement projects in Hays County; and authorize staff and counsel to negotiate a contract, as well as a Work Authorization #1 for CE&I services on the FM 110 South Grading project as part of the TxDOT/Hays County Partnership Program. **INGALSBE/BORCHERDING**
8. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$40,000.00 to the Professional Services Agreement between Hays County and K Friese & Associates, Inc. to provide post construction drainage report and documents for the Lime Kiln Road project in Precinct 3 and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SHELL/BORCHERDING**
9. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, and release of the Letter of Credit #20224122 in the amount of \$424,008.25 for 6 Creeks subd., Phase 1, Section 6A. **SHELL/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2026-NP; Anthem, Phase 4A Subdivision (108 Lots). Discussion and possible action to approve final plat and accept fiscal surety for street and drainage improvements. **SMITH/MACHACEK**
2. PLN-1954-PC; Call for a Public Hearing on December 6th 2022, followed by discussion and possible action regarding the Burnett Ranch, Sec 3, Lot 55, Replat. **SHELL/MACHACEK**
3. PLN-1864-NP; The Vineyard, Phase 2, Final (Vineyard Reserve, Sec A); Discussion and possible action to approve final plat. **SHELL/MACHACEK**

4. PLN-2068-NP; Bunk Road Subdivision; Discussion and possible action to approve the final plat. **SHELL/MACHACEK**
5. PLN-2055-PC; Hold a Public Hearing with possible action to conditionally approve Indian Hills Ranch, Lot 9, Replat. **SMITH/MACHACEK**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding (MOU) between Hays County and Southern Methodist University on behalf of the Deason Criminal Justice Reform Center at the Dedman School of Law regarding the collection of information and data necessary to analyze the County's indigent defense services. **SHELL**
2. Discussion and possible action to authorize a salary exception at the 25th percentile for the TB Program Medical Assistant, slot 1130-001 at the Hays County Local Health Department effective on the date of hire. **INGALSBE/T.CRUMLEY**
3. Discussion and possible action to authorize the County Judge to execute an Agreement to Provide Joint Funding in the amount of \$20,000.00 for the Provision of Youth Services, between Hays County, Texas State University, San Marcos CISD, and the City of San Marcos, related to the joint funding of a youth services director for the education of local youth. **BECERRA**
4. Discussion and possible action to authorize the County Judge to execute a Service Agreement between Hays County and Text My Gov, Inc. in the amount of \$15,000 for text messaging services for the public to communicate with the County Clerk's office and amend the budget accordingly. **BECERRA/CARDENAS**
5. Discussion and possible action related to a Notice from Travis County Fire Rescue to Adopt and Enforce its own Fire Code within Hays County (Caldwell / Hays Co. Emergency Service District #1). **JONES/MIKEJONES**
6. Discussion and possible action to award a contract for IFB 2022-B19 Metal Beam Guard Fence (MBGF) Materials to Texas Corrugators for materials used primarily by the Transportation Department. **BECERRA/BORCHERDING**
7. Discussion and possible action to execute a Co-Terminus Accessory Addition Amendment with Ricoh USA, Inc. to add fax service to the Hays County Tax Office Copier for an additional \$28.50 per month. **BECERRA/O'KANE**
8. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Gunner Thames Memorial Foundation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
9. Discussion and possible action on a recommended interim community cat management policy to move toward the recommendations of the completed feasibility study conducted by national experts, Team Shelter USA. **BECERRA**
10. Discussion and possible action to provide matching funds to the PAWS on the Ground Hays non-profit organization related to a trap/neuter/return (TNR) program for unowned community cats within the San Marcos area and amend the budget accordingly. **INGALSBE**
11. Discussion and possible action to canvass the November 8, 2022 General Election results. **BECERRA/ANDERSON**

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 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**
3. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to public financing of the La Cima Public Improvement District, Neighborhood Improvement Area #3. Possible discussion and action may follow in open court. **SHELL**
4. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**
5. Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding the County's Reinvestment Zone Policy; and regarding Tax Increment Reinvestment Zone (TIRZ) #2 in Kyle. Possible action may follow in open court. **BECERRA**

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. **INGALSBE/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 10th day of November, 2022
COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Marcus Pacheco

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation declaring November 15, 2022 as GIS Day. **BECERRA**

Summary

See attached proclamation.

Attachments

GIS Day 2022 Proclamation



**PROCLAMATION DECLARING NOVEMBER 15, 2022 AS
GIS DAY 2022**

WHEREAS, Geographic Information Systems (GIS) Day was founded in 1999 and is now a global movement in acknowledgement of the power that GIS has brought to communities, universities, and non-profits; and

WHEREAS, The Hays County GIS Division has been providing crucial services to Hays County Departments and citizens since the early 1990’s; and

WHEAREAS, The GIS Division has evolved with emerging technology to provide the best mapping and geospatial analytics in modern day. The use of this technology is crucial to moderating and sustaining key elements in our County such as our infrastructure, natural resources, and emergency response; and

WHEREAS, GIS is celebrated and shared in accomplishments that inspire others to discover the use of GIS; and

WHEREAS, The GIS Division is committed to helping citizens learn about Hays County geography in real-world applications that assist with informative decision making and providing geographic information that is easily accessible;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim November 15, 2022 as:

GIS DAY

ADOPTED THIS 15th DAY OF NOVEMBER 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: 11/15/2022

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Presentation by the Meadows Mental Health Policy Institute on the mental health needs assessment conducted in Hays County. **BECERRA**

Summary

The mental health needs assessment has been finalized and will be presented by the Meadows Mental Health Policy Institute for commissioners court's consideration of findings and recommendations.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Update by Staff from the Office of General Counsel on the Hays County Animal Control Ordinance. **BECERRA**

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor: Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of November 1, 2022. **BECERRA/CARDENAS**

Summary

Attachments

11-1-2022 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



NOVEMBER 1, 2022

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 1st DAY OF NOVEMBER 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 John McComb, San Marcos Community Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Laura Nunn made a public comment concerning election integrity. Jessica Mejia made a public comment in support of Native American Heritage Month. Amanda Rodriguez made a public comment against inmate outsourcing. Amy Kamp made a public comment against inmate outsourcing. Sam Benavides made a public comment in support of a Public Defender's Office. Karen Muñoz made a public comment against inmate outsourcing. Joe Krohn made a public comment concerning election integrity. Eric Martinez made a public comment against inmate outsourcing. Erin Ckordre made a public comment against inmate outsourcing. Dan Lyon made a public comment concerning elections and against the use of private prisons. Elaine Cardenas, County Clerk, read the following emailed public comments: Sam Brannon emailed a public comment concerning election integrity. Esther Schneider emailed a public comment concerning the County Clerk's Office and the upcoming election.

38182 Adopt a Proclamation observing the first Saturday of every November as Harvey E. Miller Day of Service.

Jonafa Banbury thanked the Court for the Proclamation and invited the public to the Dunbar Neighborhood Clean Up on Saturday, November 5th. Commissioner Smith spoke about using ARPA funds in order to make this a coordinated countywide effort. Jessica Mejia spoke in favor of the Proclamation.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation observing the first Saturday of every November as Harvey E. Miller Day of Service.

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

38183 Adopt a Proclamation recognizing Native American Heritage Month.

Judge Becerra spoke about the importance of inclusivity and acceptance. Commissioner Ingalsbe thanked those involved with the Proclamation for bringing it to the Court's attention. Commissioner Jones thanked those involved. Commissioner Smith thanked the Indigenous Cultures Institute. Dan Lyon made a public comment concerning native land. Maria Rocha, Secretary of the Board of Elders of the Indigenous Cultures Institute, thanked the Court for the Proclamation and spoke about Indigenous heritage in Hays County.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation recognizing Native American Heritage Month.

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

Presentation to the recipient of the Honorary 4-H Award.

Commissioner Smith thanked the 4-H members in attendance. Lizee McMillan, Marlena Moore, Nolan Moore and Adalena Jones, all from local 4-H clubs, presented Commissioner Jones with the Honorary 4-H Award. Judge Becerra spoke about the importance of 4-H.

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Kyle Area Senior Zone (KASZ).

Molly Quirk, Client Service Manager for Ardurra, presented a proposal to use ARPA funds for construction and operation costs for the KASZ. Commissioner Ingalsbe spoke about the negative impact of COVID-19 on seniors and the need for this project. Betty Conley, President of KASZ, thanked the Court for their consideration and spoke about the need for more space.

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Wimberley Education Foundation.

Molly Quirk, Client Service Manager for Ardurra, presented a proposal to use ARPA funds for teacher grants through the Wimberley Education Foundation.

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Burke Center for Youth.

Molly Quirk, Client Service Manager for Ardurra, presented a proposal to use ARPA funds for the Burke Center for Youth. Commissioner Smith spoke about the services the Burke Center provides.

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Gunner Thames Memorial Foundation.

Molly Quirk, Client Service Manager for Ardurra, presented a proposal to use ARPA funds for the Gunner Thames Memorial Foundation. Commissioner Smith thanked the foundation and spoke about Gunner Thames and his legacy.

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Dripping Springs Education Foundation.

Molly Quirk, Client Service Manager for Ardurra, presented a proposal to use ARPA funds for teacher grants from the Dripping Springs Education Foundation. Commissioner Smith spoke about the mental health services funded by the foundation and the negative impact of COVID-19 on their budget.

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hill Country Rally for Kids, Inc.

Molly Quirk, Client Service Manager for Ardurra, presented a proposal to use ARPA funds for Hill Country Rally for Kids. Commissioner Smith spoke about founder Cody Reeves and the mission of the organization.

38184 Approve payments of County invoices.

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

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

38185 Approve the payment of Juror checks.

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

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

38186 Approve the payment of United Healthcare claims.

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

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

38187 Approve the payment of the November 15, 2022 payroll disbursements in an amount not to exceed \$3,300,000.00 effective November 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of the November 15, 2022 payroll disbursements in an amount not to exceed \$3,300,000.00 effective November 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

38188 Approve Commissioners Court Minutes of October 25, 2022.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Commissioners Court Minutes of October 25, 2022.

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

38189 Approve the reappointment Fred Rothert to the Plum Creek Conservation District, a four-year term ending December 31, 2026.

Commissioner Jones thanked Fred Rothert for agreeing to serve on the board again.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the reappointment Fred Rothert to the Plum Creek Conservation District, a four-year term ending December 31, 2026.

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

38190 Approve the reappointment of Karen Brown, Jodi Steen, Erica Gallardo, Dixie Camp and Karen Housewright to the board of the Hays County Child Protective Board, three-year terms ending December 31, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the reappointment of Karen Brown, Jodi Steen, Erica Gallardo, Dixie Camp and Karen Housewright to the board of the Hays County Child Protective Board, three-year terms ending December 31, 2025.

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

38191 Approve specifications for IFB 2023-B02 RM 2770 Roadway Improvements and authorize Purchasing to solicit for bids and advertise.

Commissioner Smith clarified this is for the intersection at FM 2770 and Flint Hills Driveway and spoke about the planned safety improvements.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve specifications for IFB 2023-B02 RM 2770 Roadway Improvements and authorize Purchasing to solicit for bids and advertise.

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

38192 Authorize the submission of a grant application to the Texas Department of Emergency Management, Hazard Mitigation Grant Program in the amount of \$146,058.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of a grant application to the Texas Department of Emergency Management, Hazard Mitigation Grant Program in the amount of \$146,058.00.

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

38193 Authorize the County Judge to execute a \$900.00 Subscription Support Agreement with Dover Fueling Solutions for the Transportation Department related to the OPW fuel system and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a \$900.00 Subscription Support Agreement with Dover Fueling Solutions for the Transportation Department related to the OPW fuel system and amend the budget accordingly.

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

38194 Authorize the County Judge to execute Contract Amendment #4 with Pritchard Industries, SW, formerly known as PBS of Texas, related to Countywide Janitorial Services pursuant to RFP 2020-P02 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute Contract Amendment #4 with Pritchard Industries, SW, formerly known as PBS of Texas, related to Countywide Janitorial Services pursuant to RFP 2020-P02 and amend the budget accordingly.

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

38195 Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Blanco Basin, located in San Marcos, Hays County, Texas and Farm Street Village, located in Bastrop, Bastrop County, Texas.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Blanco Basin, located in San Marcos, Hays County, Texas and Farm Street Village, located in Bastrop, Bastrop County, Texas.

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

38196 Ratify the execution of the venue rental agreement between the Hays County Health Department and Dripping Springs Ranch Park for the rental of the venue used for the 2022 New Parents Preparedness Forum.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to ratify the execution of the venue rental agreement between the Hays County Health Department and Dripping Springs Ranch Park for the rental of the venue used for the 2022 New Parents Preparedness Forum.

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

38197 Authorize the Office of Emergency Services to accept and utilize insurance proceeds for Water & Earth Technologies to repair Low Water Crossing equipment located at Windy Hill Rd at Andrews Branch; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Office of Emergency Services to accept and utilize insurance proceeds for Water & Earth Technologies to repair Low Water Crossing equipment located at Windy Hill Rd at Andrews Branch; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly.

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

38198 Authorize the Sheriff's Office to add a \$45.00 telephone allowance for the Corrections Officer slot number 0605-017 effective November 1, 2022.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Sheriff's Office to add a \$45.00 telephone allowance for the Corrections Officer slot number 0605-017 effective November 1, 2022.

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

38199 Approve out-of-state travel for Detectives Chase Fuller, Zach Miller, Nelson Wray and Eric Zediker to attend the International Crimes Against Children Conference on December 12-14, 2022 in Orlando, Florida.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve out-of-state travel for Detectives Chase Fuller, Zach Miller, Nelson Wray and Eric Zediker to attend the International Crimes Against Children Conference on December 12-14, 2022 in Orlando, Florida.

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

38200 Approve Utility Permits.

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

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

38201 Amend the Department of Public Safety, License & Weight Division's county operating budget for travel expenses related to Records Management training.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend the Department of Public Safety, License & Weight Division's county operating budget for travel expenses related to Records Management training.

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

38202 Approve renewal of IFB 2020-B02 Hauling Solid Waste with JJ's waste and Recycling of Texas, LLC. and Texas Disposal Systems for one (1) additional year as stated in the original bid.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve renewal of IFB 2020-B02 Hauling Solid Waste with JJ's waste and Recycling of Texas, LLC. and Texas Disposal Systems for one (1) additional year as stated in the original bid.

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

38203 Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #08BSBIW4813 in the amount of \$4,800,135.72, acceptance of the 2-year maintenance bond #PB03016800900 in the amount of \$401,852.15, and acceptance of the 1-year revegetation bond #PB03016800899 in the amount of \$36,288.00 for Sunset Oaks subd., Section 1, Phase 2.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept road construction & surface drainage improvements, release the subdivision bond #08BSBIW4813 in the amount of \$4,800,135.72, accept the 2-year maintenance bond #PB03016800900 in the amount of \$401,852.15, and accept the 1-year revegetation bond #PB03016800899 in the amount of \$36,288.00 for Sunset Oaks subd., Section 1, Phase 2.

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

38204 PLN-2023-NP; Anthem, Ph 1C-3 Subdivision (1 Lot). Discussion and possible action to approve final plat and accept fiscal surety for street and drainage improvements.

Colby Machacek, County Planner, provided background on the item. Commissioner Smith stated the plat meets the County's requirements and spoke about development density.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat of PLN-2023-NP; Anthem, Ph 1C-3 Subdivision (1 Lot) and accept fiscal surety for street and drainage improvements.

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

38205 PLN-2024-NP; Anthem, Ph 1C-2 Subdivision (2 Lots). Discussion and possible action to approve final plat and accept fiscal surety for street and drainage improvements.

Colby Machacek, Development Services Planning Department, provided background on the item. Commissioner Smith stated the plat meets the County's requirements and spoke about development density.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat of PLN-2024-NP; Anthem, Ph 1C-2 Subdivision (2 Lots) and accept fiscal surety for street and drainage improvements.

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

38206 PLN-2035-NP - Anthem, Phase 2 Subdivision (81 Lots). Discussion and possible action to approve final plat and accept fiscal surety for street and drainage improvements.

Colby Machacek, Development Services Planning Department, provided background on the item. Commissioner Smith stated the plat meets the County's requirements and spoke about development density. The court discussed the use of the open space lots.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat of PLN-2035-NP - Anthem, Phase 2 Subdivision (81 Lots) and accept fiscal surety for street and drainage improvements.

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

38207 PLN-2036-NP; Anthem, Phase 3 Subdivision (74 Lots). Discussion and possible action to approve final plat and accept fiscal surety for street and drainage improvements.

Colby Machacek, Development Services Planning Department, provided background on the item. Commissioner Smith stated the plat meets the County's requirements and spoke about development density. The court discussed the use of the open space lots.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat of PLN-2036-NP; Anthem, Phase 3 Subdivision (74 Lots) and accept fiscal surety for street and drainage improvements.

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

38208 Discussion and possible action to appoint Arthur Ardolino to the Hays County Child Protective Board, a three-year term ending December 31, 2025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to appoint Arthur Ardolino to the Hays County Child Protective Board, a three-year term ending December 31, 2025.

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

38209 Discussion and possible action to authorize the County Judge to execute an Amendment to the License and Services Agreement with Tyler Technologies, Inc. related to the Jury Manager Software module.

Jeff McGill, Information Technology Director, explained the changes being made to the contract. He clarified the text messages are \$0.07 per message.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute an Amendment to the License and Services Agreement with Tyler Technologies, Inc. related to the Jury Manager Software module.

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

38210 Discussion and possible action to authorize the execution of a contract between Hays County and Halff and Associates, Inc. for engineering services related to the Onion Creek Watershed Hydraulic Study and amend the budget accordingly.

Commissioner Smith explained the item and spoke about flood prevention efforts.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a contract between Hays County and Halff and Associates, Inc. for engineering services related to the Onion Creek Watershed Hydraulic Study and amend the budget accordingly.

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

38211 Discussion and possible action to authorize the County Judge to execute a contract for the Development Services Department between Hays County and ESRI, Inc. for a Small Government Term Enterprise License Agreement; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly.

Marcus Pacheco, Director of Development Services, explained the item.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a contract for the Development Services Department between Hays County and ESRI, Inc. for a Small Government Term Enterprise License Agreement; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly.

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

Clerk's Note: Executive Session began at 10:50 a.m. and resumed back into open court at 11:03 a.m.

38212 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 Shamrock. Possible action may follow in open court.

Commissioner Shell stated the 14-acre property will accommodate at least 47,000 square feet in office and warehouse improvements, it is a 10-year plan to establish at least 46 full-time jobs, the incentive is 19% of Sales Taxes paid capped at \$500,000 total over a 10-year period of time, and this is a "business retention" project.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize execution of a Chapter 381 Economic Development Incentives Agreement between Hays County and BFS Group, LLC, related to the development of a 14-acre tract of land in Kyle, Texas, as presented and discussed in Executive Session.

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, Fire Marshal, updated the Court on the status of the drought and recent rainfall totals, and recommended the burn ban remain in effect. Commissioner Shell suggested lifting the burn ban later in the week if rainfall totals are high enough. Mark Kennedy, General Counsel, stated this is possible. 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 jail's daily average was 626 for the week of October 23, 2022 with a peak of 642 inmates on October 28, 2022. The estimated cost for outsourcing inmates this week was \$138,258. The average number of outsourced males is 222 and females is 19. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Haskell, Lee, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 34. No action taken.

Clerk's Note Agenda Item #M-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 #M-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 11:03 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on NOVEMBER 1, 2022.



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: 11/15/2022

Requested By: Mark Jones/Debbie Ingalsbe

Sponsor: Commissioner Jones

Co-Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve payment of the \$100.00 application fee to the Texas Historical Commission for the replacement historical marker at Bunton Ranch Bridge in Kyle, TX. JONES/INGALSBE

Summary:

The Bunton Ranch Bridge historical marker was hit by an 18-wheeler and needs to be replaced.

Fiscal Impact:

Amount Requested: \$100.00

Line Item Number: 001-602-00.5353

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?: Yes, Community Program Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Historical Marker Application

TEXAS HISTORICAL COMMISSION

REPLACEMENT HISTORICAL MARKER APPLICATION

Marker Title:

County:

Reason for replacement marker:

Street address of proposed marker site, if applicable:

Marker Coordinates: If you know the location coordinates of the proposed marker site, enter them in one of these two formats: UTM Zone Easting Northing
Lat: Long: (deg, min, sec or decimal degrees)

Otherwise, give a precise verbal description here (e.g. northwest corner of 3rd and Elm, or FM 1411, 2.6 miles east of Post Oak Creek):

PERMISSION OF PROPERTY OWNER FOR MARKER PLACEMENT

Will the marker be placed on right-of-way maintained by the Texas Department of Transportation (TxDOT)? ☐ Yes ☐ No

If the answer is yes, the THC will secure the necessary permission from TxDOT, and no other information is required. If the answer is no, please provide the following information for the person or group who owns the property.

Property owner:

Address:

City, State, Zip:

Phone:

Email address:

TYPE AND SIZE OF MARKER

Subject Markers:

- ☐ 27" x 42" subject marker with post
☐ 18" x 28" subject marker with post

- ☐ 27" x 42" subject marker without post*
☐ 18" x 28" subject marker without post*

Recorded Texas Historic Landmark Markers:

- ☐ 27" x 42" RTHL marker with post
☐ 18" x 28" RTHL marker with post
☐ RTHL medallion and 16" x 12" plaque with post
☐ RTHL medallion only

- ☐ 27" x 42" RTHL marker without post*
☐ 18" x 28" RTHL marker without post*
☐ RTHL medallion and 16" x 12" plaque without post*
☐ 16" x 12" RTHL plaque

Historic Texas Cemetery Markers:

- ☐ HTC medallion (for surface or for existing post)
☐ 27" x 42" HTC marker with post
☐ 18" x 28" HTC marker with post
☐ HTC medallion and name and date plaque, with post

- ☐ 27" x 42" HTC marker without post*
☐ 18" x 28" HTC marker without post*
☐ HTC medallion and name and date plaque, without post*

Centennial Markers (bronze pieces only):

- ☐ 1936 Centennial Bronze Seal – 18" Diameter
☐ 1936 Centennial Bronze Star – 4 1/4"
☐ 1936 Centennial Bronze Wreath & Star

- ☐ 1936 Centennial Bronze Plaque – 24" x 18"
☐ 1936 Centennial Bronze Wreath – 9" Diameter

***For existing marker post, please check width of post:**

- ☐ 2 3/4" internal diameter or ~8.64" circumference ☐ 3 1/2" internal diameter or ~11" circumference

****Please indicate the type of surface to mount the marker:**

- ☐ Wood ☐ Stone ☐ Masonry ☐ Metal

SPONSORSHIP PAYMENT INFORMATION

Prospective sponsors please note payment must be received in full within 45 days of the official approval notice and be accompanied by the THC payment form. The THC is unable to process partial payments or to delay payment due to processing procedures of the sponsor. Applications not paid in the time frame required may, at the sole discretion of the THC, be cancelled or postponed.

- Due to possible increases in shipping and material costs, marker prices are subject to change. Marker sponsors are responsible for paying the full cost of the historical marker and will be notified via invoice with a 45-day payment deadline should marker prices increase. Sponsors may choose to withdraw from the marker process at any time before a marker is ordered, and will be refunded payment, not including the application fee.
- Payment does not constitute ownership of a marker; Official Texas Historical Markers are the property of the State of Texas.
- If, at any time during the marker process, sponsorship is withdrawn, a refund can be processed, but the THC will retain the application fee of \$100.
- The Official Texas Historical Marker Program provides no means of recognizing sponsors through marker text, incising or supplemental plaques.

Marker sponsor (may be individual or organization):

Contact person (if applicable):

Mailing address:

City, State, Zip:

Phone:

Email address (required):

SHIPPING INSTRUCTIONS

If the proposed marker site is on TxDOT right-of-way, the marker will be shipped directly to the district highway engineer for placement, with consultation from the CHC. If the marker will go on property other than TxDOT right-of-way, provide full information in the space below. In order to facilitate delivery of the marker, neither post office box numbers nor rural route numbers can be accepted. To avoid additional shipping charges or delays, use a business street address (open 8 a.m.-5 p.m., Monday through Friday).

Name:

Street address:

City, zip:

Daytime phone (required):

Email (required):

APPROVAL OF COUNTY HISTORICAL COMMISSION

County chair or marker chair (name):

Address:

City:

State:

Zip:

Daytime phone:

Email:

NOTE: The property owner or sponsor will not receive copies of correspondence from the THC. All correspondence—notice of receipt, request for additional information, payment notice, inscription, shipping notice, etc.—will be sent via email to the CHC representative, who is encouraged to share the information with all interested parties as necessary. Given the large volume of applications processed annually and the need for centralized communication, all inquiries about applications in process will be referred to the CHC for response. The CHC is the sole liaison to the THC on all marker application matters.

Texas Historical Commission
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-5853 Fax 512/475-3122
markers@thc.texas.gov





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Constable Don Montague

Sponsor:

Commissioner Shell

Agenda Item:

Amend the Constable Pct. 3 operating budget for additional vehicle maintenance & repair needs for law enforcement fleet. **SHELL/MONTAGUE**

Summary:

The Constable Pct. 3 office has two law enforcement vehicles that require new transmissions as well as some other minor repairs needed for other vehicles in the fleet. The costs of these repairs exceed \$14,000 and require additional funding to be transferred to their operating budget in order to maintain the full fleet for the remainder of the fiscal year.

Fiscal Impact:

Amount Requested: \$10,000

Line Item Number: 001-637-00.5413

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential funding source County-Wide contingencies.

\$10,000 - Increase Constable 3 Vehicle Maintenance & Repair 001-637-00.5413

(\$10,000) - Decrease County-Wide Contingencies 001-645-00.5399

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD when services procured

G/L Account Validated Y/N?: Yes, Vehicle Maintenance & Repair

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute an agreement with The Move Team for services in the amount of \$12,323.70 related to moving the Elections Administration office from the Government Center to 120 Stagecoach Trail and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

After the upcoming November 2023 election, Building Maintenance has been tasked with moving the Elections Office from the Government Center to their new location at the Elections / IT Building. Building Maintenance has secured a proposal from Move Team in the amount of \$12,324 under Buyboard contract #640-21.

Fiscal Impact:

Amount Requested: \$12,323.70

Line Item Number: 001-655-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$12,324 - Increase Elections Administration Contract Services 001-655-00.5448

(\$12,324) - Decrease County Wide Misc. Capital Improvements 001-645-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Buyboard Contract #640-21

G/L Account Validated Y/N?: Yes, Contract Services

New Revenue Y/N?: N/A

Comments:

Attachments

Move Team Proposal



Buyboard Contract # 640-21, Vendor ID: 4781

Proposal For: **Hays County** **Date:** **10/20/2022**
Project Name: **Election Department Move**

Name: Chris Diechmann
Phone: 512-393-7659 Mobile:
Email: chris.diechmann@co.hays.tx.us

Origin Address: **Move Dates & Times:**
Street: 712 South Stagecoach Crate Del:
Suite: Day 1:
City/State/Zip: San Marcos, TX 78666 Day 2:
Crate PU:

Destination Address:
Street: 120 Stagecoach AP Contact:
Suite: Street:
City/State/Zip: San Marcos, TX 78666 Suite:
City/State: AP Email:

Submitted By:
Move Team Representative: Garret McKenna
Phone: 512-963-5240
Email: garret@moveteamtexas.com

PROJECT TOTAL (FIRM, FIXED PRICE*), Including Tax: **\$ 12,323.70**

Per supplied Rate Schedule, Inventory & Project Pricing, I hereby authorize The Move Team to perform services at the addresses and Project Total listed above, agree to listed pricing and COD amounts, and also agree to the following terms and conditions:

**(1) Client will pay within 10 days of receipt of invoice. Late payments are subject to additional interest at 8% per annum. All collections related costs will be the responsibility of client. Costs include, but are not limited to, attorneys fees, lien charges, time and materials. (2) The Move Team has a \$0.60/lb/item limit of liability on damaged items. Claims must be made within 5 days of start date in writing. Any items packed by client are not covered. Laptops, phones, computers, printers and all other electronics SHALL NOT BE PACKED INTO CRATES. Any damages to these items in crates is not covered. This limit of liability covers new and physical (not functionality) damages only. An effort will be made at the Move Team's discretion to repair damages. (3) Any overages due to traffic, weather, scope change or any circumstance outside the control of The Move Team will be billed at applicable hourly rates based on supplied Rate Schedule. (4) Pricing assumes properly labeled areas and contents, and site readiness upon arrival. All items will be moved only one (1) time - any additional moves will be billed as added time. (5) The supplied rate schedule will be used for any additional billing. (6) Cancellations within 48 non-weekend/holiday hours of planned date will be billed at 5 hours per man, vehicle minimums, and equipment at weekly/daily rate. (7) All storage must have secondary storage contract (Move Team supplied) signed. (8) Any additional valuation coverage will be handled via separate agreement*

Client Signature: _____
Client Printed Name: _____
Date: _____

The Move Team

Rate Schedule Through 12/31/22



Item #	Task	Unit	Rate	OT/Holiday/Lost
L101	Project Manager	Hr	\$ 65.00	\$ 97.50
L102	Technical Manager	Hr	\$ 60.00	\$ 90.00
L103	Supervisor	Hr	\$ 41.00	\$ 61.50
L104	Driver	Hr	\$ 33.00	\$ 49.50
L105	Installer	Hr	\$ 33.00	\$ 49.50
L106	Mover	Hr	\$ 29.00	\$ 43.50
V101	Bobtail	Hr	\$ 34.00	\$ 34.00
V101.1	Bobtail (Daily Minimum)	Day	\$ 200.00	\$ 200.00
V102	Pack Truck	Hr	\$ 32.00	\$ 32.00
V102.1	Pack Truck (Daily Minimum)	Day	\$ 180.00	\$ 180.00
V103	Moving Van	Day	\$ 120.00	\$ 120.00
V104	Crew Van	Day	\$ 165.00	\$ 165.00
C101	Packing/Moving Crates (1-99)	EA @10 days	\$ 3.50	\$ 45 (115 dolly)
C102	Packing/Moving Crates (100+)	EA @ 10 days	\$ 3.00	\$ 45 (115 dolly)
C103	Crate Delivery (1-99)	Ea	\$ 100.00	\$ 100.00
C104	Crate Delivery (100-199)	Ea	\$ 150.00	\$ 150.00
C105	Crate Delivery (200+)	Per Crate	\$ 0.75	\$ 0.75
C106	Crate Pick Up (1-9)	Ea	\$ 100.00	\$ 100.00
C107	Crate Pick Up (100-199)	Ea	\$ 150.00	\$ 150.00
C108	Crate Pick Up (200+)	Per Crate	\$ 0.75	\$ 0.75
C109	Moving Boxes Small (1.5 Self Lock)	EA (10/Bundle)	\$ 17.50	\$ 17.50
C110	Moving Boxes Medium (18/16/16)	EA (15/Bundle)	\$ 30.00	\$ 30.00
C111	Moving Boxes Large (24/16/16)	EA (15/Bundle)	\$ 37.50	\$ 37.50
E101	Gondolas	Ea	No Charge	\$ 30.00
E102	Panel Carts	Ea	No Charge	\$ 525.00
E103	Book Carts	Ea	\$ 12.00	\$ 500.00
E104	Machine Carts	Ea	\$ 6.50	\$ 500.00
E105	Plastic Tape	Ea	\$ 3.50	\$ 3.50
E106	Blue Tape	Ea	\$ 11.00	\$ 11.00
E107	Technology/Data Bags	Ea	\$ 1.50	\$ 1.50
E108	Monitor Protectors	Ea	\$ 1.50	\$ 1.50
E109	Bubble Wrap	Roll	\$ 50.00	\$ 50.00
E110	Newsprint	Bundle	\$ 68.25	\$ 68.25
E111	Stretch Wrap	Roll	\$ 23.00	\$ 23.00
E112	Labels	Roll	\$ 20.00	\$ 20.00
E113	Per Project Equipment/Shop Fee	% of Labor Total	5%	%
F101	Fuel Surcharge (1st five hours)	Per Vehicle	\$45	>5 hours @ \$15/hour
P101	Add'l Crate Pick Ups/Site Visits	EA	\$ 150.00	\$ 150.00

Additional project specific consumables, specialty equipment, or subcontracts are billable at cost plus 40%, plus acquisition fess at supervisors hourly rate.

All charges and rates are applicable to a 35 mile radius of Central Austin. Applicable Fuel Surcharge of \$75/50 miles (outside that radius will be billed).

Equipment lost or sold will be billed at "Lost" price, plus acquisition time billed at supervisors hourly rate. There is a 5 hour minimum for crew members. OT is billable after 40 hours in same work week (Sun-Sat). All Scope changes will be billed at applicable rates referenced above. Per diem is \$50/day where applicable, and lodging is cost plus 40%

Client: Hays County
 Contact: Chris Diechmann



Item	Amount	Duration	Total Quantity	Total
Project Manager	1	8	8	\$ 520.00
Technical Manager			0	\$ -
Supervisor	1	52	52	\$ 2,132.00
Driver	1	52	52	\$ 1,716.00
Installer	1	40	40	\$ 1,320.00
Mover	1	92	92	\$ 2,668.00
Bobtail	1	52	52	\$ 1,768.00
Bobtail (Daily Minimum)			0	\$ -
Pack Truck			0	\$ -
Pack Truck (Daily Minimum)			0	\$ -
Moving Van			0	\$ -
Crew Van	1	3	3	\$ 495.00
Packing/Moving Crates (1-99)			0	\$ -
Packing/Moving Crates (100+)	140	1	140	\$ 420.00
Crate Delivery (1-99)			0	\$ -
Crate Delivery (100-199)	1	1	1	\$ 150.00
Crate Delivery (200+)			0	\$ -
Crate Pick Up (1-99)			0	\$ -
Crate Pick Up (100-199)	1	1	1	\$ 150.00
Crate Pick Up (200+)			0	\$ -
Moving Boxes (Small)			0	\$ -
Moving Boxes (Medium)			0	\$ -
Moving Boxes (Large)			0	\$ -
Gondolas	75	1	75	Incl
Panel Carts			0	Incl
Book Carts			0	\$ -
Machine Carts			0	\$ -
Plastic Tape	8	1	8	\$ 28.00
Blue Tape	4	1	4	\$ 44.00
Technology/Data Bags	25	1	25	\$ 37.50
Monitor Protectors	20	1	20	\$ 30.00
Bubble Wrap	1	1	1	\$ 50.00
Newsprint	1	1	1	\$ 68.25
Stretch Wrap	2	1	2	\$ 46.00
Labels (per Roll)	3	1	3	\$ 60.00
Per Project Equipment/Shop Fee				\$ 530.95
Fuel Surcharge:				\$ 90.00
			0	\$ -
Crew Total:	4		Project SubTotal:	\$ 12,323.70
Truck Total:	1		Tax:	\$ -
			Deductions:	\$ -
			TOTAL:	\$ 12,323.70

Scope Notes:

This pricing is for the breakdown and move of furniture and contents from the Elections department to new location.

The schedule is:

Monday (1 week before move day) deliver crates and materials

Monday (move week) begin process of moving. This process will continue through Wednesday of move week (ASSUMING DIFFERENT WEEKS THAN IT)

The Wednesday portion is for the move of sensitive files and election boxes, and will be done with a designated small crew to assist.

Wednesday (first after move week) crate and equipment pick up

This excludes the rehangng of any wall mounted items.

Hays County will handle the dis/reconnect of computer equipment

Client:
Contact:

Hays County
Chris Diechmann



Item	Quantity	Crates	CF	Total CF
Monitor			2	0
PC			2	0
Docking Station			2	0
Monitor Arm			10	0
Varidesk/Ergo			15	0
Printer			10	0
Copier			35	0
Server Gear			5	0
Server Rack			35	0
Chair	13		13	169
Stack Chair			3	0
Sofa			35	0
Lounge Chair			25	0
Desk	Risers: 1		0	30
Desk w/ Return	Risers:	1	5	40
Executive Unit	Risers:	1	7	60
Hutch	Overhead:	1	3	25
Credenza			0	35
Computer Table Small			20	0
Computer Table Large			25	0
Folding Table	3		5	15
Work table			40	0
Exam Table			50	0
Ped Cabinet	Wood:		7	0
4 Vert	Wood:	1	15	15
5 Vert			20	0
2 Lat	Wood:	1	0	20
3 Lat	Wood:		0	15
4 Lat	Wood:	7	35	25
5 Lat	Wood:	1	7	35
Large Bookcase			0	35
Small Bookcase			0	25
Storage Cabinet	1	5	50	50
Conference Table			50	0
Gondola	75		18	1350
Crates	140	78	3	420
Pre-Packed Boxes	250		3	750
Whiteboard/WH Lg			9	0
Whiteboard/WH Sm			3	0
TV	2		25	50
Refrigerator			55	0
Small Refrigerator			25	0
Bread Rack			35	0
Metal Shelving	8		50	400
Modular Panels			10	0
Typical Workstation	6		85	510
Sm Workstation			50	0
Misc	15		50	750

Crate Total 140

CF Total 4834

Total Items: 526 Truck Count 6.04



Client:

Hays County

	Date: TBD Mon			Date: TBD Tues			Date: TBD Wed			Date: TBD			Totals
	Qty	Hrs	Task:	Qty	Hrs	Task:	Qty	Hrs	Task:	Qty	Hrs	Task:	
Project Manager													0
Technical Manager													0
Supervisor	2	10		2	10		1	12					52
Driver	2	10		2	10		1	12					52
Installer	2	10		2	10								40
Mover	4	10		4	10		1	12					92
Bobtail	2	10		2	10		1	12					52
Bobtail (Daily Minimum)													0
Pack Truck													0
Pack Truck (Daily Minimum)													0
Moving Van													0
Crew Van	1	1		1	1								2



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to purchase a 5 gallon Graco Airless Line Striper in the amount of \$4,385.00 and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

In the FY23 budget, Building Maintenance was approved to purchase a line striper that they will be able to use to stripe and re-stripe our County parking lots. Building Maintenance has secured a quote from Grainger for a 5 gallon Graco Airless Line Striper under the Grainger Sourcewell contract number #121218-WWG. The striper is \$1,376 more than what was allotted for this purchase, and Building Maintenance would like to request a budget amendment to move the \$1,376 from 001-695-00.5207 to 001-695-00.5719_400 to cover the difference.

Fiscal Impact:

Amount Requested: \$4,385

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,376 - Increase Misc. Equipment_Operating 001-695-00.5719_400

(\$1,376) - Decrease Building Supplies 001-695-00.5207

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Sourcewell Contract 121218-WWG

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Grainger Quote - Updated



827 Fisher Drive
Waterloo, IA 50701
www.grainger.com
(800)472-4643

Quotation

Customer Information

HAYS COUNTY
1305 Uhland RD
SAN MARCOS TX 78666-8217

Billing Information

HAYS COUNTY GOVERNMENT CENTER
712 S STAGECOACH TRL
SAN MARCOS TX 78666-6073

Shipping Information

HAYS COUNTY GOVERNMENT CENTER
1305 UHLAND RD
SAN MARCOS TX 78666-8217

Information

Grainger Quote Number 2052537422
Validity Start Date 11/08/2022
Validity End Date 12/08/2022
Creation Date 11/08/2022
Grainger EIN Number 36-1150280
PO # CONTRACT# 121218-WWG
PO Create Date
PO Release #
Customer Number 884374349
Department Number
Project/Job Number
Requisitioner Name
Attention
Caller OTHON AGUIRRE
Telephone Number 5126180348
Page 1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms@2020: FOB ORIGIN
Freight Terms: Prepaid + Fee
Carrier: * See line item detail
Payment Terms: Net 30 days after invoice date

Special Instructions: Sourcewell Contract 121218-WWG

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	3FTT4	Airless Line Striper,5 gal. Mfg Brand Name: GRACO Manufacturer Part No: 248942 Carrier:		1.00	EA	4,384.24	4,384.24
Sub Total							4,384.24
Shipping							0.00
Other Shipping							0.00



Quotation

827 Fisher Drive
Waterloo, IA 50701
www.grainger.com
(800)472-4643

Information

Grainger Quote Number	2052537422
Creation Date	11/08/2022
Customer Number	884374349
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
-----------------	----------	-------------	----------------------	-----	------	-------	-----------------

Total USD							\$ 4,384.24
-----------	--	--	--	--	--	--	-------------

Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at <http://www.grainger.com> or refer to the current catalog.

Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact the Grainger office shown above if you have further questions or need to submit a new request.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Approve the reappointment of Robert Avera to the Board of Emergency Services District #6, a two year term ending December 31, 2024. **SMITH**

Summary

Robert Avera has agreed to serve another term.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize Building Maintenance to replace the 10 ton HVAC rooftop unit #5 (RTU-5) at the Hays County Courthouse in the amount of \$24,812.95 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

RTU-5 at the Hays County Courthouse has failed and is no longer able to be repaired. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal recommending the replacement of the unit in the amount of \$24,812.95. This price also includes the cost of a crane rental and the fee for closing off Hopkins Street the day of install.

Fiscal Impact:

Amount Requested: \$24,812.95

Line Item Number: 170-657-00.5719_700

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: Yes

Comments: HVAC replacement was not anticipated, recommended funding source IFF special revenue fund.

\$24,813 - Increase Misc. Equipment_Capital 170-657-00.5719_700

(\$24,813) - Decrease Misc. Capital Improvements 170-657-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

JME Quote

HVAC Specs



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

Date: November 9, 2022
Quote No: 017121
Quote Expiration: 30 days after above date

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

Project: HVAC Maint & Repair Services
Contract No: RFP 2020-P01
Location: Courthouse
111 E. San Antonio Street
San Marcos, Texas 78666

Scope of Services:

JM Engineering will investigate, troubleshoot and replace roof top unit #5 (RTU-5) at the Hays County Courthouse. Work will include replacing the old unit with a like-for-like unit including new roof curb and crane rental. Once work is complete, test new unit for proper operation, perform final job site cleanup and complete service ticket on job site.

This quote does not include any street closures, lane closures, traffic control or permitting.

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)	25.5		\$	2,204.22
Tech Helper, Monday - Friday - Regular Hours (\$67.49 per hour)	17.0		\$	1,147.33
Subtotal	42.5	0	\$	3,351.55
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
Crane Rental	1.20	EA	\$ 4,072.00	\$ 4,886.40
Rooftop Unit and Roof Curb	1.20	EA	\$ 13,200.00	\$ 15,840.00
HVAC Supplies and Misc	1.20	EA	\$ 550.00	\$ 660.00
Subtotal				\$ 21,461.40
GRAND TOTAL			\$	24,812.95

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

Tag:

SUBMITTAL

All dimensions are in inches/millimeters.

Standard Efficiency
10 Ton
Packaged
Gas/Electric
Convertible
YSC120A

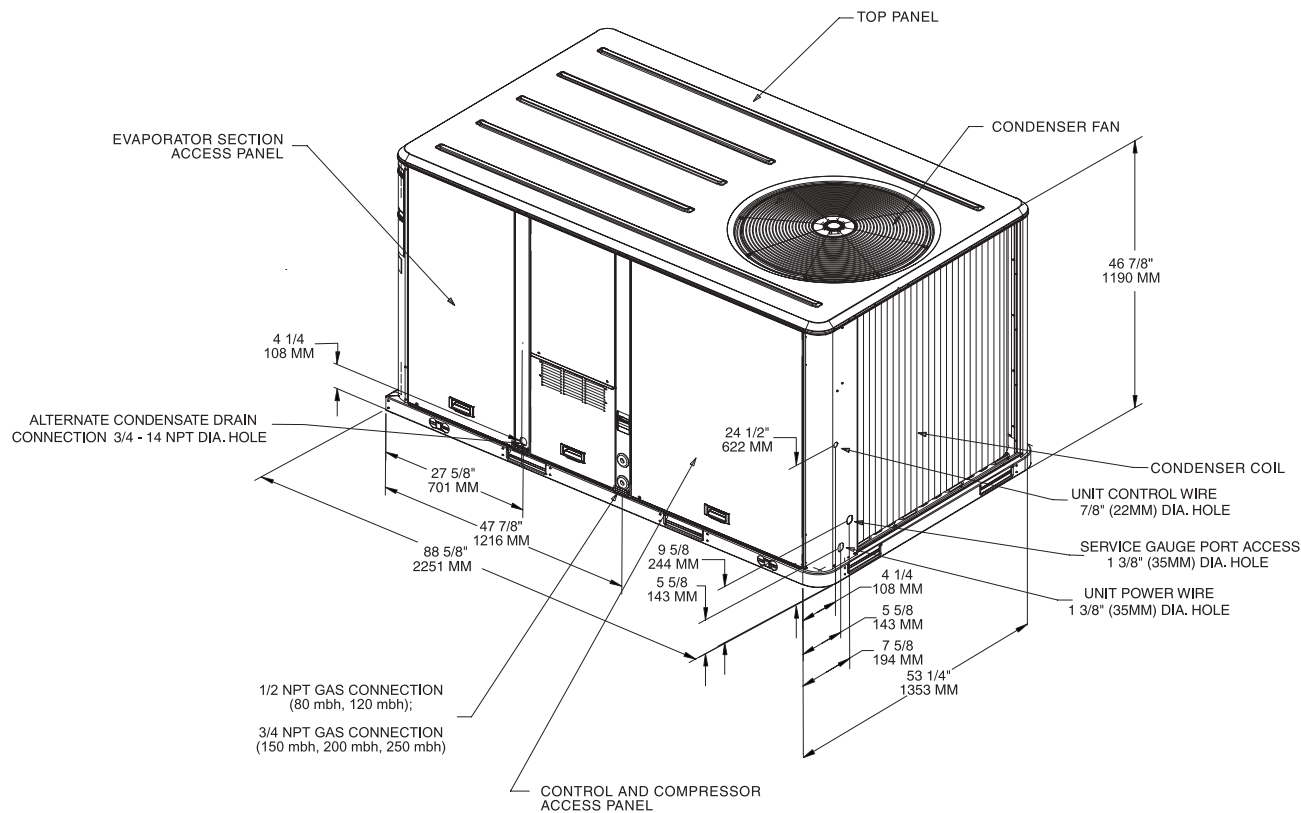


Table 1 — Unit Wiring

Tons	Unit Model No.	Unit Operating Voltage Range	Standard Indoor Fan Motor		Oversize Indoor Fan Motor	
			Minimum Circuit Ampacity	Maximum Fuse Size Or Maximum Circuit Breaker ¹	Minimum Circuit Ampacity	Maximum Fuse Size Or Maximum Circuit Breaker ¹
10	YSC120A3	187-253	52.6	60	56.6	60
	YSC120A4	414-506	26.9	35	28.9	35
	YSC120AW	517-633	21.8	25	23.5	30

NOTES:

1. HACR breaker per NEC.

Table 2 — General Data

10-Ton Convertible YSC120A3, A4, AW			
Cooling Performance¹			
Gross Cooling Capacity	118,000		
EER ²	10.2 ⁸		
Nominal CFM / ARI Rated CFM	4,000/3,200		
ARI Net Cooling Capacity	114,000 ⁸		
Integrated Part Load Value ³	11.3 ⁸		
System Power (KW)	11.18 ⁸		
Heating Performance⁴			
Heating Models	Low	Medium	High
Heating Input (Btu)	150,000	200,000	250,000
Heating Output (Btu)	121,500	162,000	202,500
AFUE% ⁵	81	81	81
Steady State Efficiency (%)	81	81	81
No. Burners	3	4	5
No. Stages	2	2	2
Gas Supply Line Pressure			
Natural (minimum/maximum)	4.5/14.0		
LP (minimum/maximum)	10.0/14.0		
Gas Connection Pipe Size (in.)	3/4	3/4	3/4
Compressor			
No./Type	2/Scrolls		
Outdoor Sound Rating (dB)⁶			
86			
Outdoor Coil - Type			
Lanced			
Tube Size (in.) OD	0.3125		
Face Area (sq ft)	19.83		
Rows/FPI	2/17		
Indoor Coil - Type			
Lanced			
Tube Size (in.)	0.3125		
Face Area (sq ft)	12.36		
Rows/FPI	4/16		
Refrigerant Control	Short Orifice		
Drain Connection No./Size (in.)	1/¼ NPT		
Outdoor Fan - Type			
Propeller			
No. Used/Diameter (in.)	1/26		
Drive Type/No. Speeds	Direct/1		
CFM	7,000		
No. Motors/HP	1/0.75		
Motor RPM	1,075		
Belt Drive Indoor Fan - Type			
FC Centrifugal			
No. Used/Diameter (in.)	1/15 x 15		
Drive Type/No. Speeds	Belt/Variable Sheave		
No. Motors	1		
Motor HP (Standard/Oversized)	3.00/5.00		
Motor RPM (Standard/Oversized)	1,750/3,450		
Motor Frame Size (Standard/Oversized)	56/56		
Filters - Type Furnished⁹			
Throwaway			
(No.) Size Recommended	(4) 20 x 25 x 2		
Refrigerant Charge (Lbs of R-22) ⁷	7.2Circuit 1/5.3 Circuit 2		

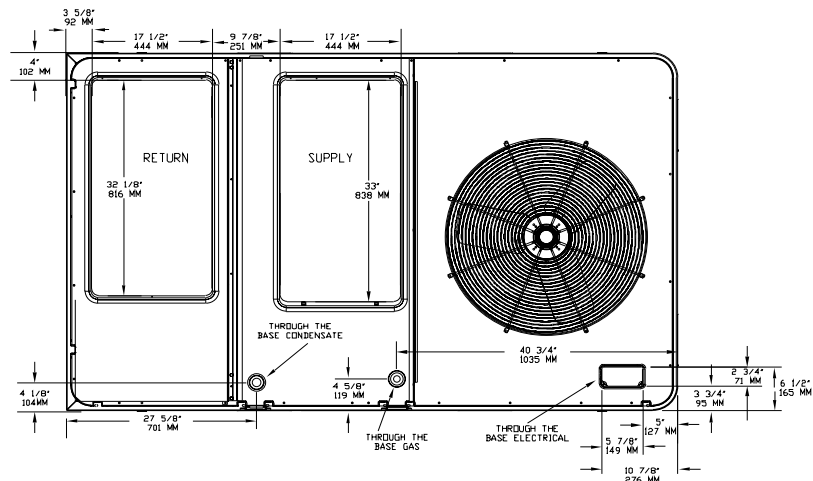
NOTES:

- Cooling Performance is rated at 95 F ambient, 80 F entering dry bulb, 67 F entering wet bulb. Gross capacity does not include the effect of fan motor heat. ARI capacity is net and includes the effect of fan motor heat. Units are suitable for operation to ±20% of nominal cfm. Units are certified in accordance with the Unitary Air-Conditioner Equipment certification program, which is based on ARI Standard 210/240.
- EER are rated at ARI conditions and in accordance with DOE test procedures.
- Integrated Part Load Value is rated in accordance with ARI Standard 210/240 or 360. Units are rated at 80° F ambient, 80° F entering dry bulb, and 67° F entering wet bulb at ARI rated cfm.
- Heating Performance limit settings and rating data were established and approved under laboratory test conditions using American National Standards Institute standards. Ratings shown are for elevations up to 2000 feet. For elevations above 2000 feet, ratings should be reduced at the rate of 4% for each 1000 feet above sea level.
- AFUE is rated in accordance with DOE test procedures.
- Outdoor Sound Rating shown is tested in accordance with ARI Standard 270. For additional information refer to Table 17.
- Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
- YSC120A when applied in a horizontal configuration has a 10.1 EER, 112,000 ARI Net Cooling Capacity, 10.7 Integrated Part Load Value and 11.09 System Power (KW).
- Optional 2" pleated filters are also available.

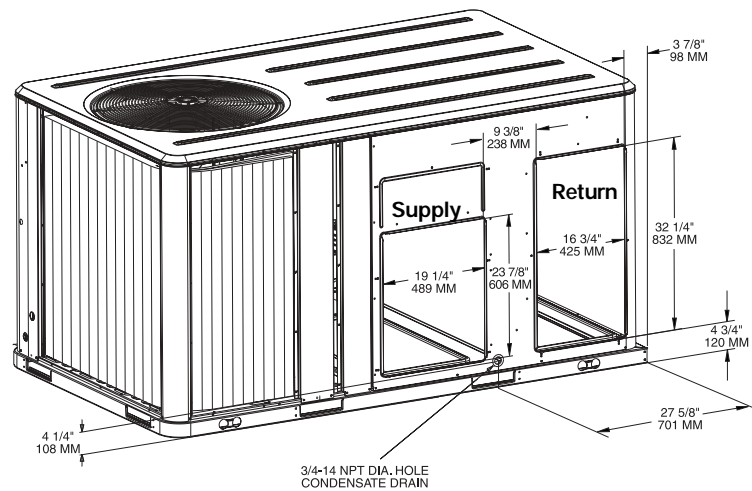


All dimensions are in inches/millimeters

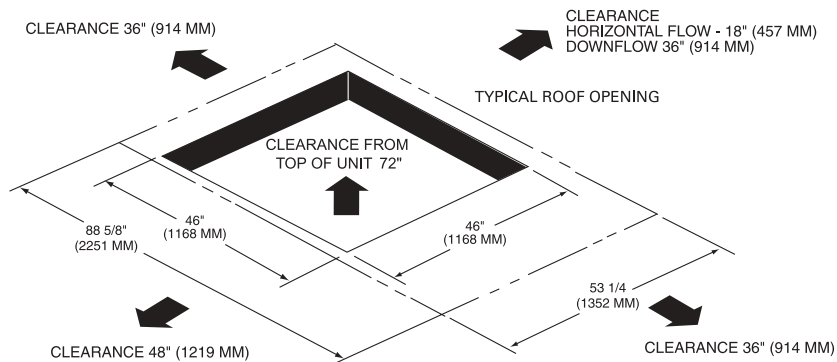
*Downflow Airflow Supply and Return;
Through the Base Utilities*



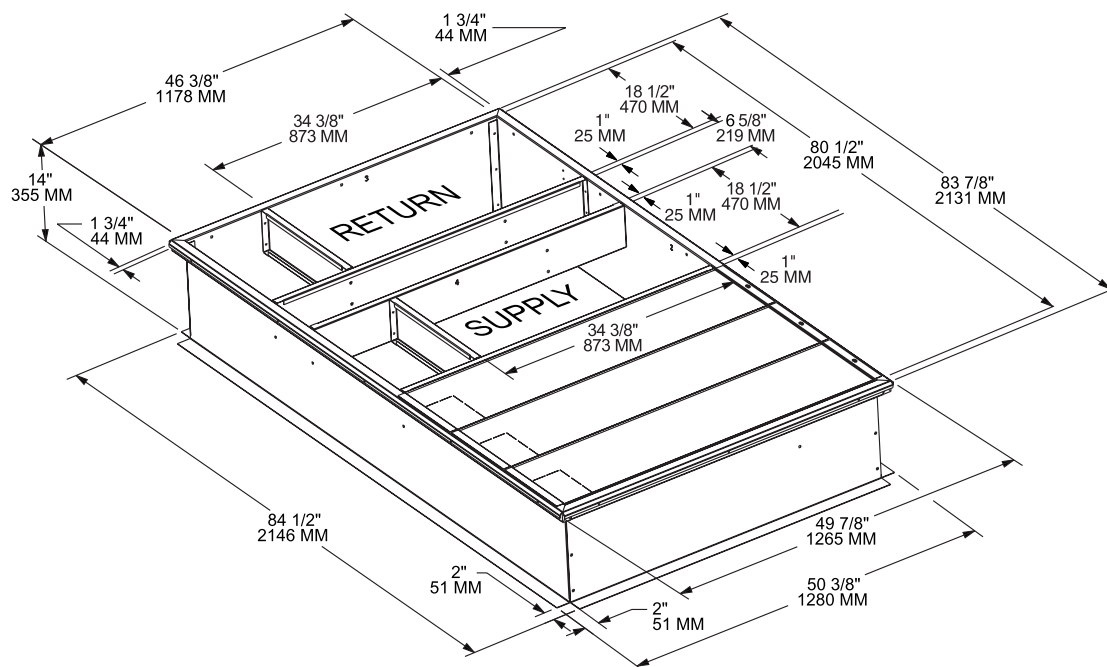
Horizontal Airflow Supply and Return



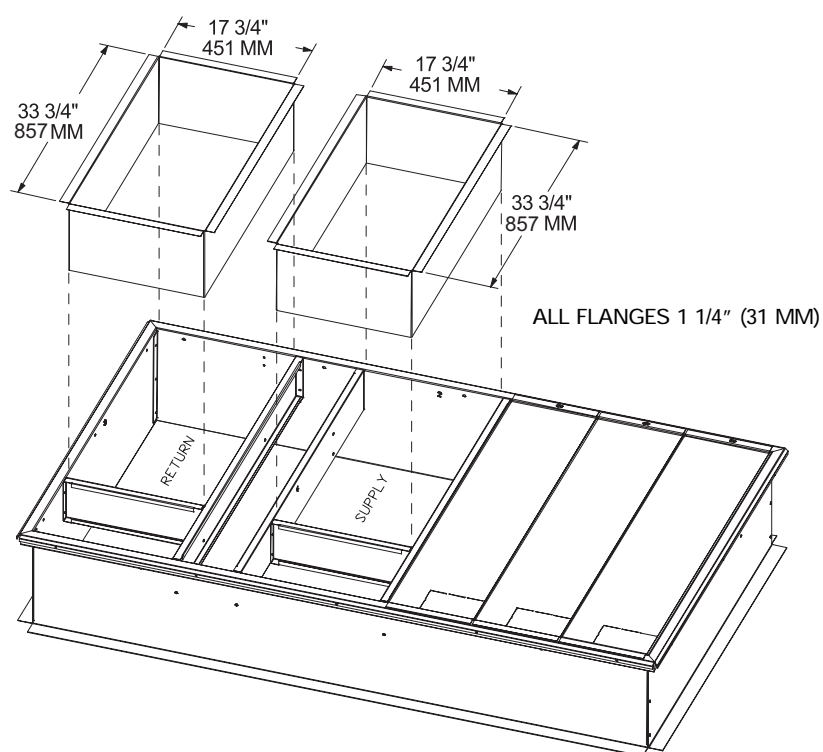
Unit Clearance and Roof Opening



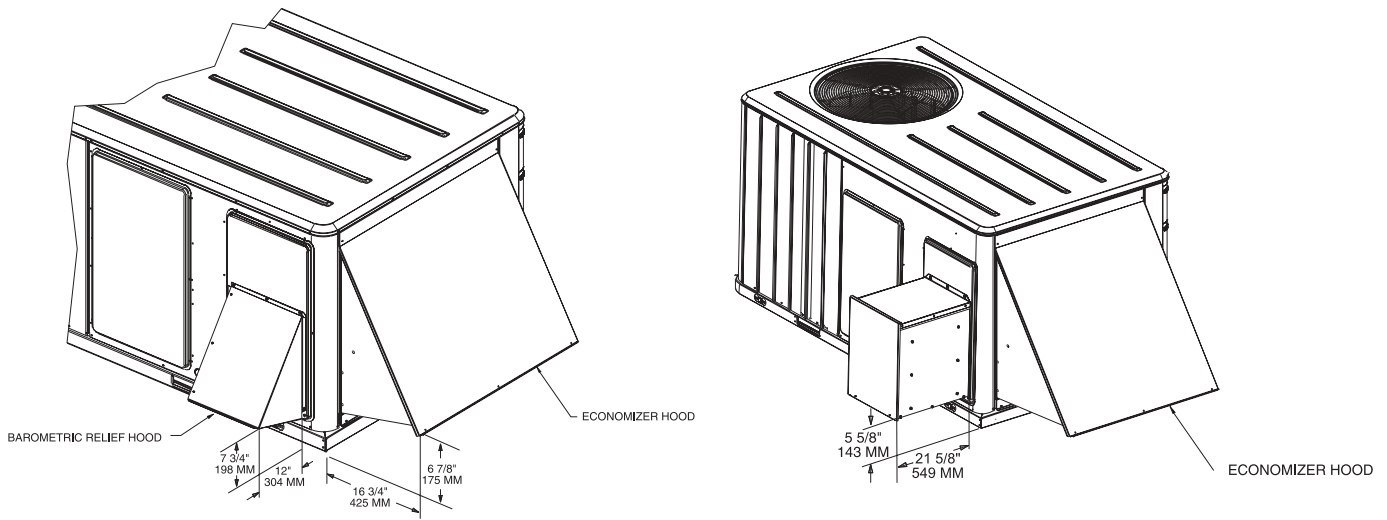
All dimensions are in inches/millimeters.



Downflow Duct Connections — Field Fabricated

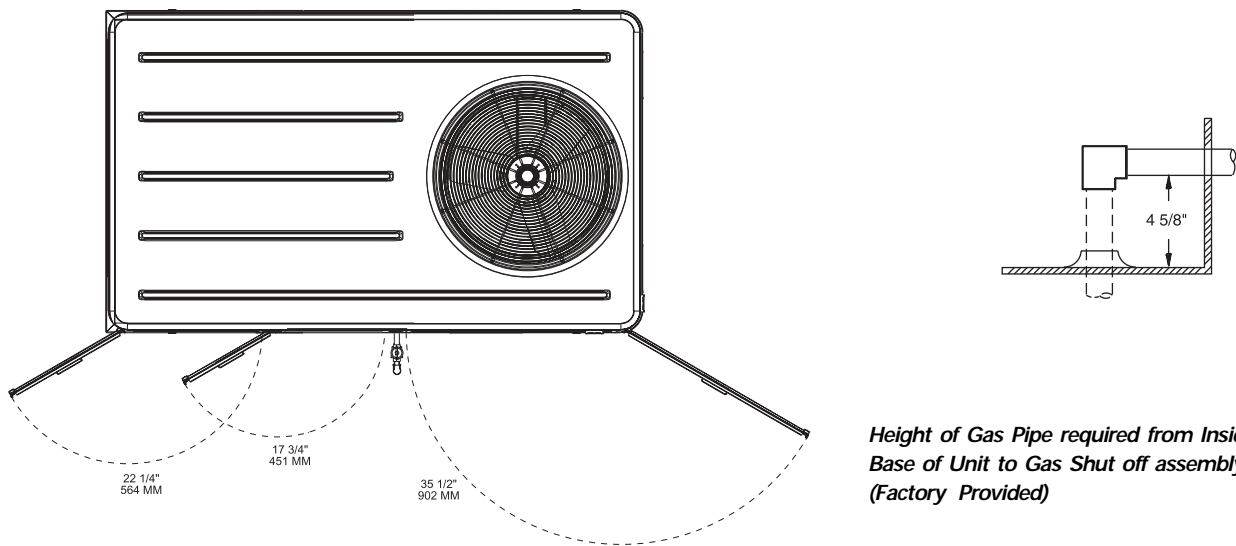


All dimensions are in inches/millimeters.



*Economizer, Manual, or Motorized Damper Hood,
Barometric Relief*

Power Exhaust



*Height of Gas Pipe required from Inside
Base of Unit to Gas Shut off assembly
(Factory Provided)*

Swing Diameter for Hinged Door(s) Option

All dimensions are in inches.

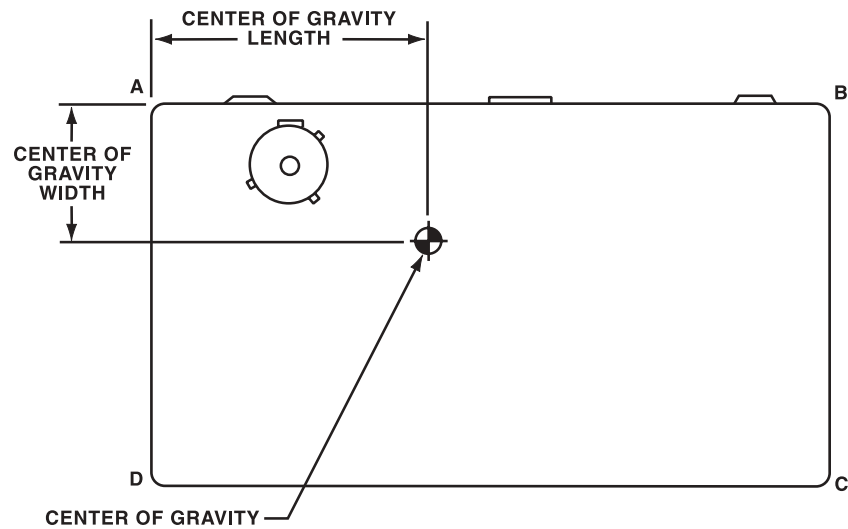


Table 3— Maximum Unit And Corner Weights (Lbs) And Center Of Gravity Dimensions (In.)

Tons	Unit Model No.	Maximum Weights (Lbs) ²		Corner Weights (Lbs) ¹				Center of Gravity (In.)	
		Shipping	Net	A	B	C	D	Length	Width
10	YSC120A	1045	958	317	261	177	202	41	21

NOTE:

1. Corner weights are given for information only.
2. Weights are approximate.

Table 4— Factory-installed Options Net Weights (Lbs)^{1,2}

	Net Weight
Accessory	10 Tons
Economizer	36
Barometric Relief	10
Powered Exhaust	80
Motorized Outside Air Damper	30
Manual Outside Air Damper	26
Roof Curb	115
Oversized Motor	8
Smoke Detector, Return	7
Smoke Detector, Supply	5
Coil Guards	20
Hinged Doors	12
Powered Convenience Outlet	38
Through the Base Electrical	13
Through the Base Gas	5
Unit Mounted Circuit Breaker	5
Unit Mounted Disconnect	5

NOTES:

1. Weights for options not listed are <5 lbs.
2. Net weight should be added to unit weight when ordering factory-installed accessories.

Table 5— Gross Cooling Capacities (MBH) 10 Ton Three Phase YSC120A3, A4, AW, AK

		Ambient Temperature (F)																							
		85						95						105						115					
CFM	Enter. Dry Bulb	Entering Wet Bulb (F)																							
		61		67		73		61		67		73		61		67		73		61		67		73	
Airflow	(F)	MBH	SHC	MBH	SHC	MBH	SHC	MBH	SHC	MBH	SHC	MBH	SHC	MBH	SHC	MBH	SHC	MBH	SHC	MBH	SHC	MBH	SHC	MBH	SHC
3600	75	108.6	95.7	120.5	71.5	126.0	46.0	100.1	91.3	115.5	68.8	123.6	43.3	91.0	86.5	107.2	64.9	119.3	41.0	82.2	82.0	96.5	60.1	113.1	37.9
	80	112.8	112.8	121.2	89.2	127.5	65.7	106.3	106.3	116.1	88.1	124.8	62.8	98.5	98.5	108.2	84.5	120.1	60.5	90.5	90.5	97.8	79.7	113.6	57.4
	85	119.5	119.5	122.6	106.9	129.0	78.5	114.8	114.8	117.7	107.0	126.2	79.2	108.2	108.2	110.5	104.5	121.8	76.8	100.1	100.1	100.1	100.1	114.2	76.6
	90	124.3	124.3	124.6	123.6	130.4	93.6	121.0	121.0	121.0	121.0	127.6	95.7	116.0	116.0	116.0	116.0	122.0	95.1	109.4	109.4	109.4	109.4	115.3	94.5
4000	75	111.6	102.3	121.7	73.9	126.7	46.9	103.4	98.1	117.1	72.3	124.5	42.7	94.2	93.4	109.5	68.7	120.2	41.9	85.3	85.3	98.8	64.0	114.3	38.8
	80	116.7	116.7	122.6	92.7	128.2	64.5	111.1	111.1	118.0	93.0	125.7	64.2	103.4	103.4	110.8	90.4	121.4	63.2	95.0	95.0	100.6	85.8	114.9	60.3
	85	122.3	122.3	124.2	111.4	129.7	80.2	118.5	118.5	120.0	113.1	127.1	81.6	112.8	112.8	113.6	112.1	122.6	82.1	105.1	105.1	105.1	105.1	115.6	80.4
	90	126.9	126.9	126.4	126.4	131.3	96.0	123.7	123.7	123.7	123.7	128.7	99.0	119.3	119.3	119.3	119.3	124.1	100.7	113.4	113.4	113.4	113.4	117.1	100.0
4400	75	114.1	108.4	122.5	75.8	127.3	47.7	106.5	104.9	118.4	75.8	124.9	45.4	97.1	97.1	111.3	72.3	121.3	40.2	88.6	88.6	100.9	67.7	115.1	39.7
	80	119.5	119.5	123.8	96.1	128.9	65.5	114.7	114.7	119.5	97.3	126.3	69.2	107.7	107.7	112.9	95.9	122.2	64.9	99.0	99.0	103.1	91.7	115.8	63.2
	85	124.9	124.9	125.5	115.5	130.4	81.9	121.1	121.1	121.8	118.3	127.9	83.7	116.0	116.0	116.0	116.0	123.6	85.0	109.2	109.2	109.2	109.2	116.8	84.0
	90	127.9	127.9	128.0	128.0	132.0	98.3	126.1	126.1	125.6	125.6	129.5	101.8	121.7	121.7	121.7	121.7	125.3	104.7	116.2	116.2	116.2	116.2	118.5	104.7
4800	75	116.1	113.8	123.1	77.6	127.8	48.5	108.9	108.9	119.2	78.1	125.4	46.2	100.5	100.5	112.8	76.1	121.4	43.6	91.6	91.6	102.6	71.3	115.8	40.6
	80	121.4	121.4	124.5	98.6	129.4	66.4	117.3	117.3	120.8	101.1	126.9	66.5	111.1	111.1	114.6	100.9	122.9	66.4	102.5	102.5	105.4	97.5	116.5	65.7
	85	126.0	126.0	126.4	118.6	130.9	83.4	122.9	122.9	123.2	122.6	128.5	85.6	118.4	118.4	118.4	118.4	124.3	87.5	112.1	112.1	112.1	112.1	117.8	87.3
	90	129.1	129.1	129.1	129.1	132.5	100.4	127.2	127.2	126.9	126.9	130.2	104.4	124.0	124.0	123.7	123.7	126.2	108.0	118.2	118.2	118.2	118.2	119.7	108.9

NOTES:

1. All capacities shown are gross and have not considered indoor fan heat. To obtain net cooling subtract indoor fan heat.
2. MBH = Total Gross Capacity
3. SHC = Sensible Heat Capacity

Table 6 — Electrical Characteristics — Evaporator Fan Motors Belt Drive

		Standard Evaporator Fan Motor							Oversized Evaporator Fan Motor						
Tons	Unit	No.	Volts	Phase	HP	Amps			No.	Volts	Phase	HP	Amps		
	Model No.					FLA	LRA						FLA	LRA	
10	YSC120A3	1	208-230	3	3.00	9.40	83.00		1	208-230	3	5.00	13.40	112.00	
	YSC120A4	1	460	3	3.00	4.60	42.00		1	460	3	5.00	6.60	56.00	
	YSC120AW	1	575	3	3.00	3.70	31.00		1	575	3	5.00	5.40	41.00	

Table 7— Electrical Characteristics — Compressor Motor And Condenser Motor

		Compressor Motor							Condenser Fan Motors						
Tons	Unit	No.	Volts	Phase	HP	RPM	Amps		No.	Phase	HP	Amps			
	Model No.						RLA	LRA				FLA	LRA		
10	YSC120A3	2	208-230	3	5.1/3.9	3450	18.6/14.7	128/91	1	1	.75	4.0	9.4		
	YSC120A4	2	460	3	5.1/3.9	3450	9.5/7.4	63/46	1	1	.75	2.8	6.8		
	YSC120AW	2	575	3	5.1/3.9	3450	7.8/5.8	49/37	1	1	.75	2.4	6.2		

Table 8 — Electrical Characteristics — Power Exhaust

Accessory							
Tons	Model No.	Volts	Phase	HP	RPM ¹	FLA	LRA
10	BAYPWRX026	208-230	1	0.87	1075	5.7	16.3
10	BAYPWRX027	460	1	0.87	1075	3.3	6.8
10	BAYPWRX028	575	1	0.87	1075	2.3	5.4

Note:

1. Two speed.

Table 9 — Electrical Characteristics — Inducer Motor

Model No.	Stages	HP	RPM	Volts	Phase	LRA	
YSC120A	2	1/15	3500	208-230	1	0.42	

Table 10 — Belt Drive Evaporator Fan Performance — 10-Ton — YSC120A3,A4,AW *L,M — Low and Medium Heat — Downflow Airflow

External Static Pressure (Inches of Water)																				
CFM	.10		.20		.30		.40		.50		.60		.70		.80		.90		1.00	
	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP
3-HP Standard Motor & Field Supplied Low Static Drive (1)																				
3200	—	—	—	—	—	—	727	1.00	763	1.14	798	1.28	832	1.42	863	1.56	895	1.71	924	1.86
3600	—	—	717	1.03	751	1.15	784	1.28	816	1.42	848	1.57	879	1.73	910	1.89	940	2.05	968	2.20
4000	746	1.21	780	1.35	813	1.49	843	1.62	873	1.76	902	1.92	931	2.09	959	2.26	986	2.43	1014	2.61
4400	814	1.57	845	1.73	876	1.88	905	2.03	932	2.18	959	2.34	985	2.51	1012	2.69	1037	2.88	1063	3.07
4800	883	2.02	911	2.18	940	2.35	967	2.52	993	2.68	1018	2.84	1042	3.01	1067	3.20	1091	3.39	1115	3.59
3-HP Standard Motor & Drive																				
/																				

For Standard Evaporator Fan Speed (RPM), reference Table 16.

NOTES:

Data includes pressure drop due to filters and wet coils.

3-HP Fan Motor Heat (MBH) = 2.900 x Fan BHP + .475.

5-HP Fan Motor Heat (MBH) = 2.950 x Fan BHP + .470.

1. Field Supplied Motor Sheave 1VM50 x 7/8", Fan Sheave AK89 and Belt AX40required.

Factory supplied motors, in commercial equipment, are definite purpose motors, specifically designed and tested to operate reliably and continuously at all cataloged conditions. Using the full horsepower range of our fan motors as shown in our tabular data will not result in nuisance tripping or premature motor failure. Our product's warranty will not be affected.

5-HP Oversized Motor & Drive

Table 10— Continued

External Static Pressure (Inches of Water)																				
	1.10		1.20		1.30		1.40		1.50		1.60		1.70		1.80		1.90		2.00	
CFM	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP
3-HP Standard Motor & Drive																				
3200	952	2.01	979	2.18	1004	2.34	1029	2.51	1053	2.68	1078	2.86	1101	3.04	1124	3.23	1146	3.41	1169	3.59
3600	996	2.37	1023	2.53	1049	2.71	1073	2.88	1097	3.07	1120	3.25	1142	3.43	1164	3.63	1186	3.83	1207	4.02
4000	1041	2.79	1067	2.96	1092	3.14	1117	3.33	1141	3.51	1164	3.70	1186	3.90	1208	4.10	1228	4.30	1249	4.51
4400	1088	3.26	1113	3.45	1137	3.64	1162	3.84	1185	4.04	1207	4.23	1229	4.43	1252	4.65	1273	4.85	1293	5.06
4800	1139	3.80	1161	4.00	1185	4.22	1208	4.43	1230	4.63	1253	4.85	1275	5.06	1295	5.27	1317	5.49	1337	5.71
5-HP Oversized Motor & Drive																				

Table 11 — Belt Drive Evaporator Fan Performance — 10-Ton — YSC120A3,A4,AW *H— High Heat — Downflow Airflow

External Static Pressure (Inches of Water)																				
CFM	.10		.20		.30		.40		.50		.60		.70		.80		.90		1.00	
	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP
3-HP Standard Motor & Field Supplied Low Static Drive (1)																				
3200	—	—	—	—	723	0.99	759	1.12	793	1.26	827	1.40	860	1.55	891	1.69	921	1.84	949	2.00
3600	721	1.04	755	1.17	787	1.29	820	1.44	851	1.59	882	1.75	913	1.90	942	2.06	971	2.22	999	2.39
4000	793	1.40	824	1.54	854	1.67	883	1.82	913	1.98	941	2.15	969	2.32	997	2.50	1024	2.67	1050	2.85
4400	866	1.83	895	1.98	923	2.13	949	2.28	976	2.45	1003	2.63	1029	2.81	1054	3.00	1079	3.20	1104	3.39
4800	939	2.34	967	2.51	992	2.67	1017	2.84	1042	3.01	1066	3.19	1090	3.38	1114	3.58	1138	3.79	1161	4.00
3-HP Standard Motor & Drive																5-HP Oversized Motor & Drive				

For Standard Evaporator Fan Speed (RPM), reference Table 16.

NOTES:

Data includes pressure drop due to filters and wet coils.

3-HP Fan Motor Heat (MBH) = 2.900 x Fan BHP + .475.

5-HP Fan Motor Heat (MBH) = 2.950 x Fan BHP + .470.

1. Field Supplied Motor Sheave 1VM50 x 7/8", Fan Sheave AK89 and Belt AX40required.

Factory supplied motors, in commercial equipment, are definite purpose motors, specifically designed and tested to operate reliably and continuously at all cataloged conditions. Using the full horsepower range of our fan motors as shown in our tabular data will not result in nuisance tripping or premature motor failure. Our product's warranty will not be affected.

Table 11 — Continued

External Static Pressure (Inches of Water)																				
	1.10		1.20		1.30		1.40		1.50		1.60		1.70		1.80		1.90		2.00	
CFM	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP
3-HP Standard Motor & Drive																				
3200	976	2.16	1001	2.32	1027	2.49	1051	2.66	1075	2.84	1098	3.02	1120	3.19	1143	3.38	1166	3.57	1189	3.75
3600	1025	2.55	1052	2.73	1076	2.90	1100	3.09	1122	3.27	1145	3.46	1167	3.66	1188	3.85	1210	4.05	1230	4.25
4000	1076	3.03	1101	3.20	1126	3.40	1149	3.58	1172	3.77	1194	3.97	1216	4.18	1236	4.38	1257	4.59	1277	4.80
4400	1129	3.58	1153	3.77	1176	3.97	1200	4.17	1222	4.37	1244	4.57	1266	4.78	1286	4.99	1307	5.21	1326	5.43
4800	1184	4.21	1207	4.42	1229	4.63	1252	4.84	1274	5.06	1295	5.27	1315	5.48	1336	5.70	—	—	—	—
5-HP Oversized Motor & Drive																				

Table 12— Belt Drive Evaporator Fan Performance — 10-Ton — YSC120A3,A4,AW *L,M — Low and Medium Heat — Horizontal Airflow

CFM	External Static Pressure (Inches of Water)																				
	.10		.20		.30		.40		.50		.60		.70		.80		.90		1.00		
RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP
3-HP Standard Motor & Field Supplied Low Static Drive (1)										3-HP Standard Motor & Drive											
3200	—	—	761	1.10	798	1.22	834	1.35	875	1.51	916	1.68	955	1.85	991	2.01	1022	2.16	1050	2.31	
3600	799	1.35	836	1.48	872	1.63	904	1.77	936	1.91	972	2.09	1009	2.28	1045	2.47	1079	2.66	1111	2.84	
4000	881	1.81	913	1.96	947	2.12	977	2.28	1006	2.44	1035	2.60	1066	2.78	1100	2.99	1133	3.20	1165	3.41	
4400	963	2.39	992	2.54	1023	2.71	1052	2.89	1079	3.06	1106	3.23	1132	3.41	1160	3.61	1189	3.82	1219	4.05	
4800	1045	3.07	1072	3.23	1099	3.41	1127	3.61	1154	3.80	1179	3.98	1203	4.17	1227	4.36	1251	4.56	1278	4.80	
										5-HP Oversized Motor & Drive											

For Standard Evaporator Fan Speed (RPM), reference Table 16.

NOTES:

Data includes pressure drop due to filters and wet coils.

3-HP Fan Motor Heat (MBH) = 2.900 x Fan BHP+ .475.

5-HP Fan Motor Heat (MBH) = 2.950 x Fan BHP+ .470.

1. Field Supplied Motor Sheave 1VM50x 7/8", Fan Sheave AK89 and Belt AX40required.

Factory supplied motors, in commercial equipment, are definite purpose motors, specifically designed and tested to operate reliably and continuously at all cataloged conditions. Using the full horsepower range of our fan motors as shown in our tabular data will not result in nuisance tripping or premature motor failure. Our product's warranty will not be affected.

Table 12 — Continued

External Static Pressure (Inches of Water)																				
1.10		1.20		1.30		1.40		1.50		1.60		1.70		1.80		1.90		2.00		
CFM	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP
3-HP Standard Motor & Drive												5-HP Oversized Motor & Drive								
3200	1077	2.45	1103	2.60	1126	2.73	1150	2.87	1171	3.01	1193	3.15	1214	3.29	1233	3.42	1253	3.56	1274	3.71
3600	1140	3.02	1165	3.18	1190	3.34	1214	3.51	1235	3.66	1257	3.82	1279	3.98	1298	4.13	1317	4.28	1338	4.45
4000	1196	3.62	1225	3.83	1252	4.03	1276	4.22	1299	4.40	1321	4.58	1342	4.76	1363	4.94	1383	5.11	1401	5.28
4400	1250	4.28	1280	4.52	1307	4.75	1334	4.98	1359	5.20	1384	5.43	1405	5.62	—	—	—	—	—	—
4800	1305	5.03	1334	5.28	1361	5.54	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Table 13 — Belt Drive Evaporator Fan Performance — 10-Ton — YSC120A3,A4,AW *H— High Heat — Horizontal Airflow

CFM	External Static Pressure (Inches of Water)																			
	.10		.20		.30		.40		.50		.60		.70		.80		.90		1.00	
RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	
3-HP Standard Motor & Field Supplied Low Static Drive (1)									3-HP Standard Motor & Drive											
3200	768	1.12	805	1.25	842	1.38	884	1.54	924	1.71	962	1.88	998	2.04	1028	2.19	1055	2.34	1082	2.48
3600	856	1.56	888	1.70	921	1.84	955	2.00	992	2.19	1028	2.37	1063	2.57	1096	2.75	1126	2.93	1153	3.10
4000	943	2.10	973	2.26	1002	2.41	1031	2.58	1062	2.76	1096	2.96	1129	3.17	1161	3.38	1192	3.59	1222	3.81
4400	1031	2.76	1060	2.94	1086	3.11	1113	3.28	1139	3.45	1167	3.66	1198	3.89	1228	4.11	1257	4.34	1287	4.58
4800	1119	3.45	1146	3.74	1171	3.93	1195	4.11	1219	4.30	1243	4.50	1270	4.72	1297	4.96	1325	5.21	1353	5.46
									5-HP Oversized Motor & Drive											

For Standard Evaporator Fan Speed (RPM), reference Table 16.

NOTES:

Data includes pressure drop due to filters and wet coils.

3-HP Fan Motor Heat (MBH) = 2.900 x Fan BHP+ .475.

5-HP Fan Motor Heat (MBH) = 2.950 x Fan BHP+ .470.

1. Field Supplied Motor Sheave 1VM50x 7/8", Fan Sheave AK89 and Belt AX401required.

Factory supplied motors, in commercial equipment, are definite purpose motors, specifically designed and tested to operate reliably and continuously at all cataloged conditions. Using the full horsepower range of our fan motors as shown in our tabular data will not result in nuisance tripping or premature motor failure. Our product's warranty will not be affected.

Table 13 — Continued

External Static Pressure (Inches of Water)																				
1.10		1.20		1.30		1.40		1.50		1.60		1.70		1.80		1.90		2.00		
CFM	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP	RPM	BHP
3-HP Standard Motor & Drive										5-HP Oversized Motor & Drive										
3200	1107	2.62	1131	2.76	1154	2.90	1176	3.04	1197	3.17	1218	3.32	1238	3.46	1257	3.59	1276	3.73	1296	3.87
3600	1178	3.27	1202	3.42	1224	3.58	1247	3.74	1268	3.90	1288	4.05	1308	4.21	1328	4.37	1346	4.52	1366	4.69
4000	1249	4.01	1273	4.19	1296	4.38	1318	4.56	1339	4.73	1361	4.91	1380	5.08	1399	5.26	1418	5.44	—	—
4400	1315	4.81	1340	5.03	1366	5.26	1389	5.48	1410	5.67	—	—	—	—	—	—	—	—	—	—
4800	1379	5.71	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Table 16— Standard Motor & Sheave/Fan Speed (Rpm)

	Unit	6 Turns	5 Turns	4 Turns	3 Turns	2 Turns	1 Turn	
Tons	Model No.	Open	Open	Open	Open	Open	Open	Closed
10	YSC120A	N/A	908	969	1029	1090	1150	1211

Factory set at 3 turns open.

Table 17— Oversized Motor & Drive Sheave/Fan Speed (Rpm)

	Unit	6 Turns	5 Turns	4 Turns	3 Turns	2 Turns	1 Turn	
Tons	Model No.	Open	Open	Open	Open	Open	Open	Closed
10	YSC120A	1050	1135	1200	1275	1350	1425	N/A

Factory set at 3 turns open.

Table 18 — Static Pressure Drops Through Accessories (Inches Water Column)

Tons	Unit Model No.	CFM	Standard Filters ¹	Economizer with OA/RA Dampers ²				100% RA Horizontal
				2" Pleated Filters	100% OA Downflow	100% RA	100% OA	
10	YSC120A	3200	0.07	0.10	0.17	0.05	0.14	0.05
		4000	0.11	0.15	0.26	0.07	0.30	0.08
		4800	0.16	0.20	0.34	0.09	0.35	0.10

Notes:

1. Tested with standard 2" filters. Difference in pressure drop should be considered when utilizing optional 2" pleated filters.
2. OA = Outside Air and RA = Return Air.

Table 19— Outdoor Sound Power Level - dB (ref. 10⁻¹² Watts)

Tons	Unit Model No.	Octave Center Frequency								Overall dBA
		63.	125	250	500	1000	2000	4000	8000	
10	YSC120A	91	88	84	82	81	76	73	67	86

Note:

Tests follow ARI270-95.

Table 20— Gas-Fired Heating Capacities

Tons	Efficiency	Unit Model No.	Heating Input MBH	Heating Output MBH	Air Temp. Rise, F
10	Standard	YSC120AL	150.0	121.5	20-50
		YSC120AM	200.0	162.0	25-55
		YSC120AH	250.0	202.5	35-65

Mechanical Specifications

Please Note: Mechanical Specifications may or may not apply to all models.

General

Units shall be convertible airflow. Operating range shall be between 115°F and 0°F cooling as standard from the factory for units with microprocessor controls. Operating range for units with electromechanical controls shall be between 115°F and 40°F. Cooling performance shall be rated in accordance with DOE and/or ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-22, and 100 percent run-tested before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units (except 380/60/3) shall be UL listed and labeled, classified in accordance to ANSI Z21.47 for gas fired central furnaces and UL 1995/CAN/CSA No. 236-M90 for central cooling air conditioners. Canadian units shall be CSA certified.

Casing

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 1000 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. Service panels shall have lifting handles and be removed and reinstalled by removing only a single fastener while providing a water and air tight seal. All exposed vertical panels and top covers in the indoor air section shall be insulated with a cleanable foil faced, fire-retardant permanent, odorless glass fiber material. The base of the unit shall be insulated with 1/2 inch, 1 pound density foil-faced, closed-cell material. All insulation edges shall be either captured or sealed. The unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 1 1/8 inch high downflow supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting, with forklift capabilities on three sides of the unit.

Unit Top

The top cover shall be one piece construction or, where seams exist, it shall be double-hemmed and gasket-sealed. The ribbed top adds extra strength and prevents water from pooling on unit top.

Filters

One inch, throwaway filters shall be standard on all 3-5 ton units. The filter rack can be converted to two inch capability. Two inch filters shall be factory supplied on all 6-10 ton units. Optional two inch pleated filters shall be available.

Compressors

All 3 ton standard units shall have direct-drive, hermetic, reciprocating type compressors. The reciprocating type compressors have a centrifugal oil pump providing positive lubrication to moving parts. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Crankcase heater, internal temperature, and current-sensitive motor overloads shall be included for maximum protection. Compressors shall have internal spring isolation and sound muffling to minimize vibration transmission and noise. Low pressure switches shall be standard.

3 ton high efficiency and 4-10 ton standard and high efficiency units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of unit nameplate voltage. Internal overloads shall be provided with the scroll compressors. Crankcase heaters shall be included on 7 1/2 ton standard efficiency units.

Refrigerant Circuits

Each refrigerant circuit offers a choice of independent fixed orifice expansion device or thermal expansion valve. Service pressure ports, and refrigerant line filter driers shall be factory-installed as standard. An area shall be provided for replacement suction line driers.

Evaporator and Condenser Coils

Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard. Coils shall be leak tested at the factory to ensure pressure integrity. The evaporator coil and condenser coil shall be leak tested to 200 psig and pressure tested to 450 psig. The condenser coil shall have a patent pending 1 +1 + 1 hybrid design with slight gaps for ease of cleaning. A removeable, reversible, double-sloped condensate drain pan is standard. Provision for through the base condensate drain is standard.

Gas Heating Section

The heating section shall have a progressive tubular heat exchanger design using stainless steel burners and corrosion resistant steel throughout. An induced draft combustion blower shall be used to pull the combustion products through the firing tubes. The heater shall use a direct spark ignition (DSI) system. On initial call for heat, the combustion blower shall purge the heat exchanger for 20 seconds before ignition. After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat/zone sensor. Units shall be suitable for use with natural gas or propane (field-installed kit) and also comply with the California requirement for low NOx emissions.

Outdoor Fans

The outdoor fans shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor shall be permanently lubricated and shall have built-in thermal overload protection.

Mechanical Specifications

Indoor Fan

All 3-5 ton 3-phase units offer a choice of direct-drive, FC, centrifugal fans or belt driven, FC centrifugal fans with adjustable motor sheaves. 3-5 ton direct drive oversized motors shall be available for high static operations. All 6-10 ton units shall have belt drive motors with an adjustable idler-arm assembly for quick-adjustment to fan belts and motor sheaves. All motors shall be thermally protected. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

Controls

Unit shall be completely factory wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Units shall provide an external location for mounting a fused disconnect device.

A choice of micro-processor controls or electromechanical controls shall be available.

Microprocessor controls provide for all 24 volt control functions. With the microprocessor controls, the resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized Micro-processor shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection.

24-volt electromechanical control circuit shall include control transformer and contactor pressure lugs for power wiring. Unit shall have single point power entry as standard.

Accessories/Options

Roof Curb

The roof curb shall be designed to mate with the unit's downflow supply and return openings and provide support and a watertight installation when installed properly. The roof curb design shall allow field-fabricated rectangular supply/return ductwork to be connected directly to the curb. Curb design shall comply with NRCA requirements. Curb shall be shipped knocked down for field assembly and shall include wood nailer strips.

Economizer

This accessory shall be either field or factory-installed and is available with or without barometric relief. The assembly includes fully modulating 0-100 percent motor and dampers, minimum position setting, preset linkage, wiring harness with plug, spring return actuators and fixed dry bulb control. Optional solid state enthalpy and differential enthalpy control shall be either factory or field-installed. The factory-installed economizer arrives in the shipping position and shall be moved to the operating position by the installing contractor.

Remote Potentiometer

Field-installed, the minimum position setting of economizer shall be adjusted with this accessory.

Motorized Outside Air Dampers

Factory or field-installed manually set outdoor air dampers shall provide up to 50 percent outside air. Once set, outdoor air dampers shall open to set position when indoor fan starts. The damper shall close to the full closed position when indoor fan shuts down.

Manual Outside Air Damper

Factory or field-installed rain hood and screen shall provide up to 50 percent outside air.

Oversized Motors

Factory or field-installed direct drive oversized motors shall be available for high static applications.

Powered Exhaust

The field installed powered exhaust, available for 6-10 ton units, shall provide exhaust of return air, when using an economizer, to maintain better building pressurization.

Discharge Air Sensing

This factory or field option provides true discharge air sensing in heating models.

Coil Guards

Hail protection quality coil guards shall be either factory or field-installed for condenser coil protection.

Through the Base Electrical Access

An electrical service entrance shall be factory provided allowing electrical access for both control and main power connections inside the curb and through the base of the unit. Option will allow for field installation of liquid-tight conduit and an external field-installed disconnect switch.

Through the Base Electrical with Disconnect Switch

Factory-installed 3-pole, molded case disconnect switch with provisions for through the base electrical connections are available. The disconnect switch will be installed in the unit in a water tight enclosure with access through a swinging door. Factory wiring will be provided from the switch to the unit high voltage terminal block. The switch will be UL/CSA agency recognized. Note: The disconnect switch will be sized per NEC and UL guidelines but will not be used in place of unit overcurrent protection.

Mechanical Specifications

Through the Base Electrical with Circuit Breaker

This option is a factory-installed thermal magnetic, molded case, HACR Circuit Breaker with provisions for through the base electrical connections. The circuit breaker will be installed in a water tight enclosure in the unit with access through a swinging door. Factory wiring will be provided from the switch to the unit high voltage terminal block. The circuit breaker will provide overcurrent protection, be sized per NEC and UL guidelines, and be agency recognized by UL/CSA.

Powered or Unpowered Convenience Outlet

This factory-installed option is a GFCI, 120v/15amp, 2 plug, convenience outlet, either powered or unpowered. When the convenience outlet is powered, a service receptacle disconnect will be available. The convenience outlet is powered from the line side of the disconnect or circuit breaker, and therefore will not be affected by the position of the disconnect or circuit breaker. This option can only be ordered when the Through the Base Electrical with either the Disconnect Switch, or Circuit Breaker, option is ordered.

Through the Base Gas Piping

The unit shall include a standard through the base gas provision. This factory-installed option shall have all piping necessary including, black steel, manual gas shut-off valve, elbows, and union. The manual shut-off valve shall include a 1/8" NPT pressure tap. This assembly will require minor field labor to install.

Fan Failure/Clogged Filter Switches

These factory or field-installed options allow for individual fan failure and dirty filter indication in microprocessor controlled units. The fan failure switch will disable all unit functions and "flash" the Service LED on the zone sensor. The dirty filter switch will light the Service LED on the zone sensor and will allow continued unit operation.

Reference or Comparative Enthalpy

Reference or Comparative Enthalpy option shall be available when a factory-installed Downflow Economizer is ordered. This option is available for micro controlled units.

High Pressure Cutout

This factory-installed option is offered for units that do not have High Pressure cutout as standard. All 3-phase models with scroll compressors include High Pressure Cutout as standard.

Hinged Access Doors

Sheet metal hinges are available factory-installed on the Filter/Evaporator Access Door, Indoor Fan/Heat Exchanger Door, and the Compressor/Control Access Door.

Supply and/or Return Air Smoke Detector

With this option installed, if smoke is detected, all unit operation will be shut down. Reset will be manual at the unit. Return Air Smoke Detectors require minimum allowable airflow when used with certain models. See the Installation, Operation, and Maintenance (IOM) manual for the models affected and the minimum allowable airflow required. This option is available for micro controlled units.

Black Epoxy Coated Condenser Coil

The coil provides corrosion protection to condenser coils for seacoast application. The protection is a factory applied thermoset vinyl coating, bonded to normal aluminum fin stock. The uniform thickness of the bonded vinyl layer exhibits excellent corrosion protection in salt spray tests performed in accordance with ASTM B117.

Control Options

Zone Sensor

Field-installed, this accessory shall be provided to interface with the Micro equipped units and shall be available in either manual, automatic programmable with night setback, with system malfunction lights or remote sensor options.

Thermostats

Two stage heating and cooling operation or one stage heating and cooling shall be available, for field installation, in either manual or automatic changeover. Automatic programmable electronic with night setback shall also be available.

Novar Unit Controls

Optional Novar rooftop unit controls shall be factory installed and tested. The Novar electronic thermostat module will interface to the unit microprocessor and will control the unit to the desired stage of cooling or heating.

Novar Return Air Sensor

This option, when used in conjunction with Novar Controls, will contain a factory provided and wired zone temperature sensor located in the return air stream.

Enthalpy Control

Replaces the dry bulb control with a wet bulb changeover controller which has a fully adjustable setpoint. Enthalpy control offers a higher level of comfort control, along with energy savings potential, than the standard dry bulb control. This is due to the additional wet bulb sensing capability. This option shall be available for microprocessor controlled units. It can be field-installed or factory-installed with the factory-installed economizer.

Mechanical Specifications

Differential Enthalpy

Replaces the standard dry bulb control with two enthalpy sensors that compare total heat content of the indoor air and outdoor air to determine the most efficient air source. This control option offers the highest level of comfort control, plus energy efficiency, available. This option shall be available for microprocessor controlled units. It can be field-installed or factory-installed with the factory-installed economizer.

Low Ambient Cooling

All microprocessor units shall have cooling capabilities down to 0°F as standard. Electromechanical models have cooling capabilities to 40°F as built, or to 0°F by adding the optional low ambient (froststat) control.

Thermal Expansion Valve

All units shall have a short orifice refrigerate control metering device. For more exact refrigerant flow, when using unit in low airflow applications, a Thermal Expansion Valve option shall be available.

CO₂ Sensing

The CO₂ sensor shall have the ability to monitor space occupancy levels within the building by measuring the parts per million of CO₂ (Carbon Dioxide) in the air. As the CO₂ levels increase, the outside air damper modulates to meet the CO₂ space ventilation requirements. The CO₂ accessory shall be available as field installed.

Ventilation Override Accessory

With the Ventilation Override Accessory installed, the unit can be set to transition up to 3 different pre-programmed sequences for Smoke Purge, Pressurization, and Exhaust. The transition occurs when a binary input on the RTOM is closed (shorted). This would typically be a hard wired relay output from a smoke detector or fire control panel. The ventilation override accessory shall be available as field installed.

Digital Display Zone Sensor

The Digital LCD (Liquid Crystal Display) zone sensor has the look and functionality of standard zone sensors. This sensor includes a digital display of set point adjustment and space temperature in F (Fahrenheit) or C (Celsius). Includes FAN and SYSTEM buttons (supports the service functions of the standard sensor). E-squared memory stores last programmed set points. Requires 24 VAC (Volts AC). This sensor should be utilized with ReliaTel™ controls.

Dual Thermistor Remote Zone Sensor

This sensor will allow the customer to reduce the total number of remote sensors to obtain space temperature averaging. This sensor should be utilized with ReliaTel controls.

Humidity Sensor

Field installed, wall-mounted humidity sensor is used to control activation of the hot gas reheat dehumidification option. The humidity sensor can be set for humidity levels between 40% and 60% relative humidity by adjusting the ReliaTel Options Module.

Humidity Sensor

Field installed, duct-mounted humidity sensor is used to control activation of the hot gas reheat dehumidification option. The humidity sensor can be set for humidity levels between 40% and 60% relative humidity by adjusting the ReliaTel Options Module.

American Standard Inc. has a policy of continuous product and product data improvement and reserves the right to change design and specification without notice.

Technical Literature Printed in USA

Library	Product Literature
Product Section	Unitary
Product	Packaged Gas/Electric Rooftop
Model	YSC120A —10Ton
Literature Type	Submittal
Sequence	219.05
Date	December 2003
File No.	PL-UN-RT-YSC120-SQ-219.05 12/03
Supersedes	PL-UN-RT-YSC120-SQ-219.04 08/03



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

CUTLER

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a renewal of the Interlocal Cooperation Agreement between Hays County and Blanco County for Jail Services effective November 1, 2022. **INGALSBE/CUTLER**

Summary:

See attached Agreement.

Fiscal Impact:

Amount Requested: TBD

Line Item Number: 001-618-03.5361

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Contract Inmate Detention

New Revenue Y/N?: N/A

Comments:

Attachments

Renewal Agreement with Blanco

INTERLOCAL COOPERATION AGREEMENT FOR PRISONER HOUSING

THIS AGREEMENT is made and entered into this 1st day of November, 2022, by and between COUNTY OF BLANCO, TEXAS; a political subdivision of the great State of Texas, herein after referred to as "BLANCO", and COUNTY OF HAYS, TEXAS, also a political subdivision of the great State of Texas, herein after referred to as "HAYS".

WHEREAS, BLANCO is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related to services for the benefit of the citizens of BLANCO County; and,

WHEREAS, HAYS is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related to services for the benefit of the citizens of HAYS County; and,

WHEREAS, BLANCO and HAYS desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and,

WHEREAS, BLANCO and HAYS mutually desire to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act.

NOW THEREFORE, BLANCO and HAYS, for the mutual consideration herein after stated, understand and agree as follows, to-wit:

I. Term of Agreement

The term of this Agreement is for twelve months from date of acceptance by BLANCO and shall be automatically renewed for successive one-year terms thereafter unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention not to renew this Agreement subject to the terms and conditions set out in section VII hereof.

II. BLANCO Duties

For the purposes and consideration herein stated and contemplated. BLANCO shall provide the following necessary and appropriate services for HAYS to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex and national origin, to-wit:

Provide HAYS and its Sheriff's Office with access to and use of the BLANCO County Jail Facilities for the holding and incarceration of HAYS prisoners on a space available basis, including but not necessarily limited to, adequate personnel necessary to supervise such prisoners, clothing, food, routine medical services, and other appropriate necessities with respect to the number of prisoners that BLANCO is holding in its jail facilities for HAYS. BLANCO agrees to provide HAYS with access to and the use of these facilities and services so long as such facilities shall be

available in consideration of the requirements of the Texas Jail Standards Commission, subject to the termination rights hereinafter set forth.

Routine medical services include on-site sick call provided by on-sight staff, including contract workers, and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The per day rate does not cover charges for medical/health care provided by emergency services or provided outside BLANCO's facility, prescription drugs and treatment, or surgical, optical, dental or mental health care, and does not include costs associated with any hospitalization of an inmate. When it becomes necessary for an inmate to be hospitalized, BLANCO shall contact HAYS, through the Sheriff or his designated representative, as soon as possible to inform HAYS of the fact that the inmate has been, or will be, hospitalized and the nature of the illness or injury that has required hospitalization. HAYS grants BLANCO the authority to arrange for the off-site provider to bill HAYS for the costs of hospitalization and/or medical care for any HAYS inmate. In the event direct billing is unavailable, HAYS shall reimburse BLANCO for the costs it incurs.

In the event that BLANCO Jail Facility shall be at maximum capacity, BLANCO reserves the right to require the removal or transfer of HAYS's prisoners within eight (8) hours after notice to HAYS, and BLANCO agrees to notify HAYS as soon as possible when a HAYS prisoner must be removed from the BLANCO facilities because of capacity limits.

In no event shall BLANCO be required to accept HAYS prisoners under the terms and conditions of this Agreement if such transfer of prisoners will cause BLANCO Jail facilities to be in violation of the Texas Jail Standards Commission. BLANCO, in its sole discretion, shall determine whether a HAYS prisoner shall be accepted for incarceration by BLANCO. Nothing contained herein shall be construed to compel BLANCO to accept any prisoner if it would place BLANCO in violation of any law or regulation or court order.

Nothing contained herein shall be construed to compel BLANCO County Sheriff, acting in his official capacity as keep of the jail, to accept any prisoner for any reason. The BLANCO County Sheriff, in his sole discretion, shall have the right to refuse to accept or to require the removal of any prisoner from the BLANCO County Jail if he feels it is in the best interest of BLANCO.

III. HAYS Duties

HAYS agrees to bring with each prisoner delivered to the BLANCO County Jail all packets, jail cards, classification data and other information in the possession of HAYS regarding each prisoner and has the duty to immediately advise BLANCO of any known dangerous propensities and medical issues, including but not limited to, special diet, medications, or exercise regimen applicable to each prisoner delivered to BLANCO.

HAYS shall be responsible for providing the personnel and equipment necessary to transport HAYS's prisoners to and from court proceedings and for any equipment necessary to administer to HAYS prisoners during court proceedings. However, BLANCO will provide personnel and equipment necessary for HAYS's prisoners to participate in remote court proceedings from BLANCO County Jail Facilities, if such resources are available and court proceedings are coordinated in advance with BLANCO.

HAYS shall be responsible for providing guard service if any of its prisoners are admitted to a hospital or other medical facility. If manpower is unavailable, BLANCO may provide this guard service at a rate of \$45.00 per hour per officer for which HAYS agrees to pay BLANCO.

HAYS shall be solely in charge or responsible for the computation or processing of inmate time of confinement, including, but not limited to, computation of good time, awards/credits and discharge dates. It shall be the responsibility of HAYS to notify BLANCO of the discharge date for an inmate at least twenty-four (24) hours before such date. BLANCO will release inmates only when such release is specifically requested in writing by HAYS's Sheriff. However, it is agreed that the preferred and usual course of dealing between parties shall be for HAYS to pick up and return inmates to HAYS before their discharge date, and for HAYS to discharge the inmate from its own facility. HAYS is responsible for all paperwork, arrangements and transportation for inmates to be transferred to TDCJ, Institutional Division.

IV. Operations and Safety

BLANCO shall be in charge of all control techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regards to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those staff necessary for the proper executions and completion of the duties and obligations of BLANCO stated in this Agreement, and give all attention necessary for such proper supervision and direction.

BLANCO and HAYS hereby agree that BLANCO will not house any injured prisoner unless HAYS has furnished an acceptable medical release, signed by medical personnel, certifying that the prisoner may be incarcerated.

BLANCO and HAYS understand and agree that neither entity is an agent, employee, servant or representative of the other entity, that each entity is responsible for its own acts, deed, negligence and/or omissions and for those of its agents or employees, and that neither entity's respective agents, employees, servants or representatives shall represent themselves to be agents, employees, servants or representatives of the other entity.

HAYS agrees to indemnify and hold harmless BLANCO, its agents, officers and employees from any and all claims, costs, damages, judgment and other expenses, including reasonable attorney's fees, arising out of BLANCO'S performance of its duties or obligations hereunder or arising from injuries to persons or damage to property occurring in connection with the performance of their duties unless such injuries or damages are a result of the gross negligence or intentional wrongful acts of BLANCO's agents, officers or employees.

V. Written Communications

The address of BLANCO is:

Blanco County Commissioners Court
Blanco County Courthouse

PO Box 471
Johnson City, TX 78636

The address of HAYS is:

HAYS County Historical Courthouse
Attn: Hays County Judge
111 E San Antonio St, Ste 300
San Marcos, TX 78666

VI. Compensation

For the services hereinabove stated, HAYS agrees to pay BLANCO, for the full performance of this Agreement, the sum of FIFTY-EIGHT AND NO/100 Dollars (\$58.00) for each day or any portion of a day that each HAYS prisoner is confined in BLANCO's facilities. The term "day" is defined as 12:00:00 am through 11:59:59 pm Central Standard Time.

HAYS further agrees to reimburse BLANCO for damages which are directly caused to BLANCO facilities or staff by the direct action of a HAYS prisoner.

HAYS agrees to fully and promptly reimburse BLANCO for all medical expenses and all directly related transportation costs incurred by BLANCO and medically necessary to the health, safety and welfare of HAYS's prisoners. BLANCO has the right to arrange for the hospital or health care provider to bill HAYS directly for costs of the transportation, hospitalization and/or medical care, rather than BLANCO paying the costs and billing the same to HAYS.

BLANCO will submit an itemized invoice for services provided each month to HAYS at Hays Co SO Attn: Yvette Faulkner at 810 S Stagecoach Tr., San Marcos, TX 78666. HAYS shall make payment to BLANCO within thirty (30) days after the receipt of the invoice. Payment shall be in the name of BLANCO County, Texas and shall be remitted to:

Blanco County Sheriff's Office
Attn: Lea Elsbury
400 US HWY 281 South
Johnson City, TX 78636

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the rate provided in the Texas Prompt Payment Act.

VII. Termination

This Agreement may be terminated at any time, by either party by giving thirty (30) days prior written notice to the other party. In the event of such termination by either party, BLANCO shall be compensated for all services performed through the date of termination, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should BLANCO be overcompensated for all services performed to termination date, and/or be overcompensated for reimbursable expenses as authorized by his Agreement, then

HAYS shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

VIII. Entire Agreement

This Agreement represents the entire and integrated agreement between BLANCO & HAYS and supersedes all prior negotiations, representations, statements, agreements, and understandings relating to its subject matter, whether verbal or written. This Agreement may be amended only by written instrument signed by both BLANCO and HAYS.

IX. Jurisdiction and Venue

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation is payable in BLANCO County, Texas. Exclusive venue shall be in BLANCO County, Texas.

X. Severability

In the event one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if that portion were not included in the agreement and the agreement shall remain valid and binding.

XI. Assignability

Neither party may assign any rights or duties created by this Agreement without the other party's prior written approval. HAYS acknowledges that no BLANCO officer, agent, employee or representative has any authority to grant such assignment unless BLANCO County Commissioners Court expressly grants that authority. BLANCO acknowledges that no HAYS officer, agent, employee, or representative has any authority to grant such assignment unless HAYS County Commissioners Court expressly grants that authority.

XII. Legal Authority

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the _____ day of _____, _____.

AGREED TO
BLANCO COUNTY, TEXAS

AGREED TO
HAYS COUNTY, TEXAS

By: Brett Bray
County Judge

By: _____
County Judge

Date: 9/13/22

Date: _____

By: [Signature]
County Sheriff

By: _____
County Sheriff

Date: 9-14-22

Date: _____

Approved as to this form:

Approved as to this form:

By: Deborah Earley
County Attorney

By: _____
General Counsel

Date: 9/19/22

Date: _____



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a Service Support Plan with Conference Technologies, Inc. for the audio/visual system located at the Jail and Training Center. **INGALSBE/CUTLER**

Summary:

In the Public Safety Bond, audio/visual equipment was purchased for the Jail and Training Center. The service plan provides technical support and engineering services to ensure the equipment's maximum performance and reliability. The service plan costs \$5,506.00 and is for a one (1) year term that will be renewed annually. Funding is available in the FY 2023 budget.

Fiscal Impact:

Amount Requested: \$5,506.00

Line Item Number: 001-618-03.5429

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, TIPS Purchasing Cooperative

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Conference Technologies, Inc.



CTI Account # 200904 Audio Visual Equipment, Supplies and Services

Customer: Hays County - Jail and Training Center

Order # SA20190036-1

Karen Walton
Purchase Order Compliance
TIPS - The Interlocal Purchasing System
4845 US Hwy 271 N ~ Pittsburg, TX 75686
Phone: 866-839-8477
www.tips-usa.com



PURCHASING COOPERATIVE

"Purchasing Made Personal"

Please email this file to TIPS for approval : tipspo@tips-usa.com

TIPS CONTRACT # 200904

QNTY	Manufacturer	Model	Description	MSRP	Percentage Discount	Final Cost	Extended Final Cost
1	CTI	Service Contract -1 Year	<div>Labor for parts repair & replacement are covered for the duration of the agreement.<ul style="list-style-type: none">o On-Site within 24 hours of initiated request for any location where a CTI branch is located.• Any shipping/freight costs are covered within this agreemento 2-day shipping• All parts are included that are listed on the attached equipment list, except for consumables. (See Contract For Further Details)</div>	\$6,117.78	10%	\$5,506.00	\$5,506.00

Service Support Plan Includes:



CTI Scout

- Real-time tracking and alerts



On-Demand

- Field Service Repair On-site
- Extended Equipment Warranty
- Storage Workflow Updates
- Firmware and Software updates/upgrades*



CTI Care Team

- Unlimited Phone Support
- QBR
- Dedicated Customer Experience Team



Critical Meeting Support

- Health Checks
- Critical Event Support
- Event Solutions preferred pricing

*Programming and firmware updates are included upon manufacturer release and at the recommendation of the manufacturer and Conference Technologies, Inc.

Plan Overview:

Conference Technologies, Inc.® (CTI) is pleased to offer **CTI Complete**, a Service Agreement to support your A/V system. The **CTI Complete** Service Agreement covers Display Systems, Video Systems, Audio Systems, Control Systems, Lighting Systems, Rack Accessories and Furniture, and miscellaneous cables, connectors, etc. within the equipment list contained in the contract documents.

This service plan provides audio/visual technical support and engineering services to ensure the maximum performance and reliability of your collaboration and communication technology, as well as programming updates, an on-line customer service portal and Critical Meeting Support.

Thank you for choosing Conference Technologies, Inc. to support and maintain your technology investment. We value your partnership as your AV Solutions provider.

CTI Complete – Plan Summary: Jail and Training Center

- Labor for parts repair & replacement are covered for the duration of the agreement.
 - On-Site within 24 hours of initiated request for any location where a CTI branch is located.
- Any shipping/freight costs are covered within this agreement
 - 2-day shipping
- All parts are included that are listed on the attached equipment list, except for consumables.

Agreement Price (per year):

Subtotal	\$5,506.00
TIPS Contract Number #200904	
Total	\$5,506.00

Your Service Location:

11525 Stonehollow Drive
 Suite 155A
 Austin, TX 78758
 (PH) 833-266-0835 (Fax) 855-329-2844
 Email: Service@CTI.com

Active Dates:	10/01/2022-09/30/2023
Service Agreement #:	SA20190036-1
Cust Name:	The County of Hays, Texas
Address:	1307 Uhland Rd San Marcos, TX 78666
Contact	Stephanie Hunt stephanie.hunt@co.hays.tx.us (512) 393-7800

Labor Rates:

The following is applicable to all service agreements:

Travel Expenses

All locations outside CTI Office Metropolitan areas will be invoiced for travel and expenses separately based upon expenses incurred by CTI. Travel and expenses are not figured into the agreement price.

- Rates are Portal to Portal within 60-mile radius of service centers.
- Travel & Mobilization Costs Outside of 60 Mile Radius = to be billed at 75% of the standard rate.
- Air travel, car rental, lodging, per diem to be billed in addition to above costs.

Disclaimer

Conference Technologies, Inc.® will not be responsible for any problems or malfunctions that have an origin determined not to be the result of manufacturing defect or failure. Operator error, operator abuse, general misuse or neglect of equipment is not covered. Consumables are only covered in the case of manufacturer defect. Consumables such as batteries, lamps and CRTs are not included. All service calls and repairs performed to the equipment under these circumstances will be billed at current CTI labor rates and may include a rush or emergency service charge.

Agreement Renewal

This service plan is a **one (1) year term** that will be renewed annually only upon agreement by both parties. Service Support Plan renewal notices will be delivered thirty (30) days prior to the expiration of this agreement. Upon acceptance, renewal payments must be made to CTI prior to the expiration date of this agreement to avoid system recertification fees. Multi-year Service Agreements can be negotiated at the request of the customer.

The understated Field Service Rates are applicable to all systems not under CTI Complete Agreement or for repairs that fall outside normal system coverage.

CONFERENCE TECHNOLOGIES, INC.® WILL NOT BE RESPONSIBLE FOR ANY CATASTROPHIC ACTS OF GOD OR MAN, FIRE, FLOOD OR OTHER DISASTERS. SUCH OCCURRENCES WILL VOID THIS AGREEMENT.

Conference Technologies, Inc.® Standard Labor Rates		
Service Description	Rates	Criteria
On-Site Repairs		
CTI Field Service Technician: Standard	\$193/hr	Minimum 2 hours
After Hours Rush	\$290/hr	Minimum 2 hours

Client Signature: _____ Date: _____

CTI Authorized Signature: _____ Date: _____

Customer Assets List for SA20190036-1: Hays County- Jail/ Training Center

Cat Pos	Category	Vendor Product Number	Description	Manufacturer	Quantity
	Video Systems Equipment	DM-TX-4K-100-C-1G-W-T	Wall Plate 4K DigitalMedia 8G+ Transmitter 100, White Textured	Crestron	4
	Video Systems Equipment	DMC-4KZ-HD	HDMI 4K60 4:4:4 HDR Input Card for DM Switchers	Crestron	4
	Video Systems Equipment	DMC-4KZ-CO-HD	2-Channel DigitalMedia 8G+ 4K60 4:4:4 HDR Output Card for DM Switchers	Crestron	1
	Video Systems Equipment	DMC-4KZ-C	DigitalMedia 8G+ 4K60 4:4:4 HDR Input Card for DM Switchers, HDBaseT Compatible	Crestron	3
	Video Systems Equipment	DM-MD8X8-CPU3	8x8 DigitalMedia™ Switcher	Crestron	1
	Audio Systems Equipment	CORE 110f	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	QSC	1
	Audio Systems Equipment	LS-54-216	Listen iDSP Prime Level II Stationary RF System (216 MHz)	Listen	1
	Audio Systems Equipment	DCI4x600	Four-channel, 600W @ 4? Analog Power Amplifier, 70V/100V	Crown	1
	Audio Systems Equipment	SLX24/BETA58-G4	SLX24/BETA58-G4 HH Transmitter	Shure	1
	Audio Systems Equipment	SLX14/85-G4	SLX14/85 DIVERSITY BODYPACK SYSTEM	Shure	1
	Video Systems Equipment	DM-RMC-4K-100-C-1G-W-T	Wall Plate 4K DigitalMedia 8G+ Receiver & Room Controller 100, White Textured	Crestron	2
	Control Systems Equipment	DM-PSU-16-PLUS	16-Port PoDM+ Power Supply for DM 8G+ I/O Cards	Crestron	1
	Control Systems Equipment	CP3N	3-Series Control System	Crestron	1
	Audio Systems Equipment	DCI2x600	Two-channel, 600W @ 4? Analog Power Amplifier, 70V/100V	Crown	1
	Video Systems Equipment	DMC-4KZ-CO-HD	2-Channel DigitalMedia 8G+ 4K60 4:4:4 HDR Output Card for DM Switchers	Crestron	2
	Video Systems Equipment	DMC-4KZ-C	DigitalMedia 8G+ 4K60 4:4:4 HDR Input Card for DM Switchers, HDBaseT Compatible	Crestron	1
	Video Systems Equipment	HD-TX-101-C-1G-E-B-T	DM Lite Â– HDMI over CATx Transmitter, Wall Plate, Black Textured	Crestron	2
	Video Systems Equipment	HD-RX-101-C-E	DM Lite Â– HDMI over CATx Receiver, Surface Mount	Crestron	2
	Video Systems Equipment	DM-RMC-4K-100-C-1G-W-T	Wall Plate 4K DigitalMedia 8G+ Receiver & Room Controller 100, White Textured	Crestron	4
	Control Systems Equipment	GLS-PART-CN	Cresnet Partition Sensor	Crestron	4
	Video Systems Equipment	ZSYNC-NA	Digital QAM/ATSC Tuner	ZeeVee	5
	Video Systems Equipment	60-1438-51	DTP HD DA8 4K 330	Extron	5
	Video Systems Equipment	60-1331-13	DTP HDMI 4K 330 Rx	Extron	27



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Department of Justice, Bureau of Justice Assistance, State Criminal Alien Assistance Program (SCAAP) in the amount of \$118,252.00. **INGALSBE/T.CRUMLEY**

Summary:

Hays County has received \$118,252.00 in funding for the State Criminal Alien Assistance Program (SCAAP) through the Department of Justice. These funds are used to offset jail operations expenses associated with incarceration of undocumented criminal aliens. The submission of this application was approved by the court on May 24, 2022.

Award Number: 15PBJA-21-RR-05267-SCAA

Project Period: 7/1/2019 - 4/30/2023

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 001-618-03.4301

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget additional funds received as a result of the approved application.

(\$17,057) - Increase Intergovernmental Revenue 001-618-03.4301

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenues

New Revenue Y/N?: Yes, \$17,057 in additional revenue

Comments:

Attachments

Award Letter

Award Letter

November 2, 2022

Dear Ruben Becerra,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you that the Office of Justice Programs (OJP) has approved the application submitted by HAYS, COUNTY OF for a Payment Award (non-grant) under the funding opportunity entitled 2021 BJA FY 2021 State Criminal Alien Assistance Program Program Requirements and Application Instructions. The approved payment amount is \$118,252.

Review the award instrument below carefully and familiarize yourself with all requirements before accepting your payment award. The award instrument includes the payment award offer and award acceptance. In connection with this payment award, references to the term "award" should be understood as this payment award.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the award offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations on your payment award.

Maureen Henneberg
Deputy Assistant Attorney General

Award Information

This award is offered subject to the conditions or limitations set forth in the award instrument.

Recipient Information

Recipient Name

HAYS, COUNTY OF

UEI

RH4DFY1GC2R3

Street 1

810 S STAGECOACH TRL

Street 2

City

SAN MARCOS

State/U.S. Territory

Texas

Zip/Postal Code

78666

Country

United States

County/Parish

Province

Award Details

Payment Award Date

11/2/22

Award Type

Initial

Award Number

15PBJA-21-RR-05267-SCAA

Supplement Number

00

Payment Award Amount

\$118,252.00

Funding Instrument Type

Reimbursement

Assistance Listing Number

Assistance Listings Program Title

Statutory Authority

8 U.S.C. § 1231(i) and Department of Justice Appropriations Act, 2021, Pub. L. 116-260, 134 Stat 1182, 1258

I have read and understand the information presented in this section of the award instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the award instrument.

1

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes", as required by 8 U.S.C. § 1231(i)(6).

2

In accepting this award, the recipient declares and certifies, among other things, that it has current information in the System for Award Management, as indicated in 2 C.F.R. Part 25.

I have read and understand the information presented in this section of the award instrument.

SCAAP Certifications**SCAAP Applicant Government and Submitting Government Official**

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the FY 2020 program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the OJP document entitled [State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions](#). I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

SCAAP Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled [State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions](#), and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

SCAAP Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled [State Criminal Alien Assistance Program: FY 2020 Program Requirements and Application Instructions](#), and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material

representation in making any SCAAP payment under the FY 2020 program, and that this certification is subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

I have read and understand the information presented in this section of the award instrument.

SCAAP Use Of Funds

In accepting this award, the recipient declares and certifies, among other things, that any payment made will be used only for "correctional purposes," as required by 8 U.S.C. § 1231(i)(6). Please select at least one of the options below to indicate that payment will be used for one of the following allowable "correctional purposes."

Salaries for corrections officers

Overtime costs

Corrections work force recruitment and retention

Construction of corrections facilities

Training/education for offenders

Training for corrections officers related to offender population management

Consultants involved with offender population

Medical and mental health services

Vehicle rental/purchase for transport of offenders

Prison industries

Pre-release/reentry programs

Technology involving offender management/inter-agency information sharing

Disaster preparedness continuity of operations for corrections facility

I have read and understand the information presented in this section of the award instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

10/31/22 1:36 PM



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division, Justice Assistance Grant Program for the continuation of the Hays County Mental Health Crisis Intervention program in the amount of \$58,405.90. **SHELL/T.CRUMLEY**

Summary:

Hays County has been award \$58,405.90 in funding for this project. The purpose of this grant project is to provide continued funding for a certified mental health professional position within the Sheriff's Office that would assess and provide resources to this in the field who are experiencing a crisis. The submission of this application was approved on January 18, 2022.

Grant number: 3825003

Grant period: 10/1/2022 - 9/30/2023

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-127.4301

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: No

Comments: Grant funds were budgeted during the FY23 budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Statement of Grant Award

Responsibilities Memo



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office



Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2022

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at <https://eGrants.gov.texas.gov> or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

Table of Contents

About This Document.....	1
1 Grant Agreement Requirements and Conditions.....	5
1.1 Applicability of Grant Agreement and Provisions	5
1.2 Legal Authority to Apply	5
1.3 Amendments and Changes to the Grant Agreement	5
1.4 General Responsibility	6
1.5 Terms and Conditions	6
1.6 Special Conditions.....	6
1.7 Public Information.....	6
1.8 Remedies for Non-Compliance.....	7
1.9 False Statements by Grantee.....	8
1.10 Conflict of Interest Safeguards.....	8
1.11 Fraud, Waste, and Abuse	9
1.12 Dispute Resolution.....	10
1.13 Funds Limited by Agreement and Subject to Availability.....	11
1.14 Termination of the Agreement	11
1.15 Communication with Grantee	12
1.16 Limitation of Liability	12
1.17 Liability for Taxes	12
1.18 Force Majeure.....	13
1.19 Debt to State.....	13
1.20 Grantee an Independent Contractor.....	13
1.21 No Assignment of Rights or Obligations	13
1.22 Funds Are for Sole Benefit of Grantee.....	14
1.23 Permission for Use of OOG Name and Labeling.....	14
1.24 Acknowledgement of Funding and Disclaimer.....	14
1.25 Royalty-Free License.....	14
1.26 Project Period.....	15
1.27 Project Commencement	15
1.28 Project Close Out.....	15
1.29 Federal Program Laws, Rules, and Guidelines.....	15
1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards	16
1.31 Required State Assurances	16
2 Organizational Eligibility.....	16

2.1	Good Standing for Eligible Grantees.....	16
2.2	System for Award Management (SAM) Requirements	17
2.3	Criminal History Reporting	18
2.4	Uniform Crime Reporting	18
2.5	Immigration Related Matters	18
2.6	E-Verify	19
2.7	Deceptive Trade Practices Violations.....	19
2.8	Hurricane Contract Violations	19
2.9	Terminated Contracts.....	19
2.10	Special Requirements for Units of Local Government.....	20
2.11	Special Requirements for Non-Profit Grantees.....	20
2.12	Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses.....	21
2.13	Firearm Suppressor Regulation	21
2.14	Enforcement of Public Camping Bans.....	21
2.15	Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure	21
3	Civil Rights.....	21
3.1	Compliance with Civil Rights and Nondiscrimination Requirements.....	22
3.2	Limited English Proficiency	23
3.3	Equal Employment Opportunity Plan	23
4	Personnel.....	23
4.1	Overtime	24
4.2	Notification of Grant-Contingent Employees.....	24
5	Travel.....	24
5.1	Travel Policies	24
6	Contracts and Procurement.....	24
6.1	Procurement Practices and Policies.....	24
6.2	Subcontracting	25
6.3	Buy Texas.....	25
6.4	Contract Provisions Under Federal Awards	25
7	Equipment Requirements	25
7.1	Property Management and Inventory.....	25
7.2	Maintenance and Repair	26
7.3	Automated License Plate Readers	26
8	Information Technology	27
8.1	Accessibility Requirements	27

8.2	Criminal Intelligence System Operating Procedures.....	27
8.3	Blocking Pornographic Material.....	27
8.4	Cybersecurity Training	27
9	Indirect Costs	28
9.1	Approved Indirect Cost Rate	28
9.2	De Minimis Rate	28
10	Audit and Records Requirements	28
10.1	Grantee Subject to Audits	28
10.2	Single Audit Requirements.....	28
10.3	Cooperation with Monitoring, Audits, and Records Requirements.....	29
10.4	Requirement to Address Audit Findings	31
10.5	Records Retention	31
11	Prohibited and Regulated Activities and Expenditures.....	32
11.1	Inherently Religious Activities	32
11.2	Political Activities.....	32
11.3	Generally Prohibited Expenditures.....	33
11.4	Acorn.....	34
11.5	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.....	34
12	Financial Requirements.....	34
12.1	Financial Status Reports	34
12.2	Approval of Financial Status Report	35
12.3	Reimbursements.....	35
12.4	Generally Accepted Accounting Principles	35
12.5	Program Income.....	35
12.6	Refunds and Deductions.....	36
12.7	Liquidation Period	36
12.8	Duplication of Funding.....	36
12.9	Supplanting	36
13	Required Reports	36
13.1	Measuring, Reporting, and Evaluating Performance	36
13.2	Report Formats, Submissions, and Timelines.....	37
13.3	Failure to File Required Reports.....	37

1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

1.3 *Amendments and Changes to the Grant Agreement*

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General Responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.5 Terms and Conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these 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 the grant agreement. The failure of OOG 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 OOG'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 agreement 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 agreement.

To the extent the terms and conditions of this grant agreement 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 agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special Conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act,

Texas Government Code Chapter 552 (the “PIA”). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively “Confidential Information”) shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee’s Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

1.8 Remedies for Non-Compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;

8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the 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 OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

1.11 Fraud, Waste, and Abuse

- A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

- B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
 - a. It represents that:
 - i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to

this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The 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 the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.13 Funds Limited by Agreement and Subject to Availability

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability amount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

1.14 Termination of the Agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

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 Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions

of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively terminate the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Communication with Grantee

Notice may be given to the grantee via eGrants, email, hand-delivery, delivery service, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

1.16 Limitation of Liability

To the extent allowed by law, the grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless, to the extent allowed by law, the OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee, OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

1.17 Liability for Taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any

such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

1.18 Force Majeure

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.19 Debt to State

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.20 Grantee an Independent Contractor

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The 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. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

1.21 No Assignment of Rights or Obligations

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

1.22 Funds Are for Sole Benefit of Grantee

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

1.23 Permission for Use of OOG Name and Labeling

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

1.24 Acknowledgement of Funding and Disclaimer

All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey OOG's or any federal funding agency's (i.e. DOJ or FEMA) official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through state fund sources is below and language for grants made through specific federal fund sources is included within the fund specific conditions memo.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

1.25 Royalty-Free License

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

- A. Any work subject to copyright developed under an award or subaward; and
- B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that OOG (and the federal funding agency) have the right to:

- A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and
- B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data- general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

1.26 Project Period

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

1.27 Project Commencement

The grantee must take reasonable steps to commence project activities upon receiving notice of a grant award. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.28 Project Close Out

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

1.29 Federal Program Laws, Rules, and Guidelines

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

- A. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 et seq.);

- B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;
- C. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113- 4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at <http://www.justice.gov/ovw/grantees> (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;
- D. The provisions of the current edition of the Department of Justice Grants Financial Guide;
- E. If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;
- F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);
- G. If grantee receives a grant award in excess of \$150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and 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). Any subgrants or contracts made by the grantee in excess of \$150,000 must contain this provision.
- H. All other applicable Federal laws, orders, circulars, or regulations.

1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 apply to any grants funded through an award from a Federal agency.

1.31 Required State Assurances

The grantee must comply with the applicable State Assurances included within TxGMS, which are incorporated here by reference in the award terms and conditions.

2 Organizational Eligibility

2.1 Good Standing for Eligible Grantees

- A. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.
- B. The grantee agrees to remain in good standing with any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.

- C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.
- D. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 for additional information and guidance.
- E. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.
- F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.
- G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
- H. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.
- I. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

2.2 *System for Award Management (SAM) Requirements*

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- C. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- D. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas

statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

2.3 Criminal History Reporting

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute and Governor's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for OOG grant funds.

2.4 Uniform Crime Reporting

Local units of governments operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To maintain eligibility for funding, grantees must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, grantees are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

2.5 Immigration Related Matters

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2.251, Code of Criminal Procedure.

2.6 *E-Verify*

- A. The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 (“IRCA”) regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (“IIRIRA”) enacted on September 30, 1996.
- B. The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:
 - 1. All persons employed to perform duties within Texas, during the term of the Grant; and
 - 2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America.

If this certification is falsely made, the Grant Agreement may be terminated.

- C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security’s E-Verify system.

2.7 *Deceptive Trade Practices Violations*

The grantee 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 the grantee has not been found to be liable for such practices in such proceedings. The grantee 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. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.8 *Hurricane Contract Violations*

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 and 2261.053 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.9 *Terminated Contracts*

The grantee has not had a contract terminated or been denied the renewal of any contract for non-

compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Special Requirements for Units of Local Government

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

- A. Texas General Appropriations Act, Art. IX, Parts 2, 3, and 5, except there is no requirement for increased salaries for local government employees;
- B. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
- C. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

2.11 Special Requirements for Non-Profit Grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

- A. A copy of the recipient's 501(c)(3) designation letter;
- B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
- C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of Victims of Crime Act (VOCA) funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Failure to comply with the requirements of Chapter 420, Subchapter B or Subchapter B-1, of the Texas Government Code may be used to determine ongoing eligibility for receiving OOG grant funds.

2.13 Firearm Suppressor Regulation

Texas Government Code, Section 2.103, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101 of the Texas Government Code, from receiving state grant funds if the entity adopts a rule, order, ordinance, or policy that enforces or allows the enforcement of a federal law that purports to regulate a firearm suppressor if the federal statute, order, rule or regulation imposes a prohibition, restriction, or other regulation that does not exist under the laws of the State of Texas.

2.14 Enforcement of Public Camping Bans

Local Government Code, Section 364.004, prohibits municipalities or counties, as defined in Section 364.001 of the Local Government Code, from receiving state grant funds if a judicial determination is made that the local entity adopts or enforces a policy, as described in Section 364.002 of the Local Government Code, that prohibits or discourages the entity from the enforcement of any public camping ban. The Comptroller of Public Accounts has adopted rules at Title 34, Part 1, Rule §20.600 applicable to implementation of Local Government Code, Section 364.004 requiring that in the event that a local entity receiving state grant funds is sued by the Attorney General under Local Government Code, Section 364.003 or such a case reaches a final judicial determination, the local entity must immediately disclose the lawsuit or judicial determination to all state agencies that oversee programs from which the entity currently receives state grant funds.

2.15 Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure

Texas Government Code, Chapter 113 and Section 2274.0102, prohibits an entity or company from entering into an agreement with a company or entity that is headquartered in, owned by, or the majority of stock is held or controlled by China, Iran, North Korea, Russia or a country designated by the governor as a threat to critical infrastructure, as defined in Section 113.001 or Section 2274.0101 of the Texas Government Code, if the agreement is related to and grants access to or control of critical infrastructure in the State of Texas.

3 Civil Rights

3.1 *Compliance with Civil Rights and Nondiscrimination Requirements*

- A. The grantee will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to civil rights and nondiscrimination. These include but are not limited to:
 1. 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;
 2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);
 4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 9. Title I, II, and III of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities;
 10. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made, including but not limited to:
 - i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
 - ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
 - iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))
- C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient

that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4>.

- D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.
- E. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), or sex against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
- F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at <https://ojp.gov/about/ocr/statutes.htm>.

3.2 *Limited English Proficiency*

The grantee will comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. More information can be found at <http://www.LEP.gov>.

3.3 *Equal Employment Opportunity Plan*

All recipients of Department of Justice grants must submit the Equal Employment Opportunity Plan (EEOP) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

4 Personnel

4.1 *Overtime*

Overtime is allowable to the extent that it is included in the OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

4.2 *Notification of Grant-Contingent Employees*

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

5 Travel

5.1 *Travel Policies*

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established written policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

6 Contracts and Procurement

6.1 *Procurement Practices and Policies*

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.
- B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, grantees must submit a Procurement Questionnaire <https://eGrants.gov.texas.gov/updates.aspx> to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- C. When contractual or equipment procurement is anticipated to be in excess of \$10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.

6.2 *Subcontracting*

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The 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 Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

6.3 *Buy Texas*

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

6.4 *Contract Provisions Under Federal Awards*

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

7 **Equipment Requirements**

7.1 *Property Management and Inventory*

The grantee must ensure equipment purchased with grant funds is used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200 or TxGMS, as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between \$500 and \$4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.
- B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.
- C. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- D. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with TxGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless TxGMS requires otherwise.

7.2 Maintenance and Repair

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

7.3 Automated License Plate Readers

Any grantee requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written

certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

8 Information Technology

8.1 Accessibility Requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

8.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

8.3 Blocking Pornographic Material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8.4 Cybersecurity Training

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

9 Indirect Costs

9.1 *Approved Indirect Cost Rate*

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. Grantees choosing to apply indirect costs to the award (except for those choosing to use a de minimis rate as described in 2 CFR § 200.414(f)) must have an approved indirect cost rate agreement with their cognizant agency (see 2 CFR § 200 Appendix III-VII for assigned cognizant agencies). A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

9.2 *De Minimis Rate*

In accordance with 2 CFR § 200.414(f) and TxGMS, grantees of federal or state funds that do not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of its election, and must comply with all associated requirements in 2 CFR § 200.414(f) and TxGMS.

10 Audit and Records Requirements

10.1 *Grantee Subject to Audits*

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the TxGMS.

10.2 *Single Audit Requirements*

Any grantee expending more than \$750,000 in state or \$750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in TxGMS.

The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier. A copy of the Single Audit Report Package or a notification email stating the date the Single Audit Report Package was uploaded to the Federal Audit Clearinghouse must be sent the Governor's Office of Compliance and Monitoring within nine months or less of the grantee's fiscal year end date. Documents must be emailed to OCM-FMU@gov.texas.gov

Grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall complete and sign a **Single Audit Reporting Exemption Form** within nine months or less of their fiscal year end date. Exemption Forms are available by fiscal year end date on eGrants in the Updates section and Single Audit links. This form must be emailed to OCM-FMU@gov.texas.gov.

10.3 Cooperation with Monitoring, Audits, and Records Requirements

- A. In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement 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, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The 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. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the 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 the grantee related to this Grant Agreement. This Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.
- B. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits.
- C. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.
- D. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
- E. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant

federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.

- F. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.
- G. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the 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 services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.
- H. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.
- I. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.
- J. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

10.4 Requirement to Address Audit Findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

10.5 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, TxGMS, and state law.
 - 1. The grantee must retain these records and any supporting documentation until the third anniversary of the later date of (1) the submission of the final expenditure report, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, or administrative review involving the grant.
 - 2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
 - 3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the

appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.

4. OOG or the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value.
5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

The grantee must include the substance of this Section in all subcontracts.

- C. If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

11 Prohibited and Regulated Activities and Expenditures

11.1 Inherently Religious Activities

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

11.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus

use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.
- E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution’s academic mission that is not conducted for the benefit of a particular candidate or party.
- G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all subrecipients to certify accordingly.

11.3 Generally Prohibited Expenditures

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

- A. Costs of advertising and public relations designed solely to promote the governmental unit;
- B. Costs of international travel¹;
- C. Costs of entertainment, including amusement, diversion, and social activities and any costs

¹ In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);

- D. Fundraising;
- E. Lobbying;
- F. Alcoholic beverages;
- G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and
- H. Promotional items and memorabilia, including models, gifts, and souvenirs.

11.4 Acorn

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

11.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at <https://www.congress.gov/bill/115th-congress/house-bill/5515/text?format=txt>.

12 Financial Requirements

12.1 Financial Status Reports

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to OOG on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

12.2 Approval of Financial Status Report

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

12.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

12.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

12.5 Program Income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the 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. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

12.6 Refunds and Deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

12.7 Liquidation Period

The liquidation date is ninety (90) calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

12.8 Duplication of Funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

12.9 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at <https://eGrants.gov.texas.gov/updates.aspx>.

13 Required Reports

13.1 Measuring, Reporting, and Evaluating Performance

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance

against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

13.2 Report Formats, Submissions, and Timelines

The grantee shall provide to OOG all applicable reports in a format and method specified by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports. Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

13.3 Failure to File Required Reports

Failure to comply with submission deadlines for required reports, Financial Status Reports, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to pour a new concrete dumpster pad at the Wimberley Recycling and Solid Waste Facility in the amount of \$12,500.00. **SHELL/T.CRUMLEY**

Summary:

One of the existing dumpster pads located at the Wimberley Recycling and Solid Waste Facility is extremely damaged and no longer able to support the weight of a roll off dumpster. Building Maintenance has obtained three quotes and received a proposal from Big Bucks Constructions in the amount of \$12,500.00.

Fiscal Impact:

Amount Requested: \$12,500.00

Line Item Number: 170-657-00.5741

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: No

Comments: \$10k was approved for this project during the FY23 budget process, the additional \$2,500 is available within the special revenue fund to cover the increased cost.

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:

Attachments

Big Buck Quote

Cactus Construction Quote

Sullivan Contracting Quote

Approved Budget



Fax#243-7695

Proposal

Date: 10/26/22
To: Chris
City, state, zip
Good Until: 11/26/22
Project Name: 1691 Carney lane

We propose to furnish all material and perform all labor necessary to complete the following:

400 \$ dumpster pad
50 lift curb

* Any altering of slab after start will result in extra charges and will no longer be in schedule with previous spot in schedule. Also we will not start house until located by professional survey or builder signs off on location and is not the responsibility for Big Buck Construction. Please sign and fax back to be put on schedule. Thank You.

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of: ten thousand ^{no} Dollars \$12,500.00

Payments to be made as follows:

Contractor's Signature: 

Acceptance of proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owners signature: _____ Date: _____



To: **Hays County**

Date: **November 1, 2022**

Attention: **Chris Deichman**

Project: **Wimberley Recycling Center Concrete**

Phone:

Fax:

Drawings Date: **NA**

Addenda: **NA**

G.C. Ref. No.:

Arch. Ref. No.:

We propose to furnish all the labor and material required to install the specified scope on the above project in accordance with the following description:

Sawcut approximately 65 LF of asphalt

Install approximately 2' tall x 1' wide x 65 LF of concrete retaining wall 3000 PSI

Install 8" thick x 30' x 10' dumpster pad with 6" of flexbase and 4/8 rebar

Exclusions:

No Payment or Performance Bonds. No sales tax included. All work performed during normal hours. No electrical of any kind. No asphalt pour back. No concrete coring. No erosion controls. No permitting or testing. No revegetation or surveying. Professional Engineering, Design Intent and Delegated Design is strictly excluded.. No haul off. No surveying. All spoils to be transported to designated location on site. No repair of damaged utilities that are not located by the owner. No overtime. Anything not specificall included in proposal

Base Bid	ADD \$	18,373
-----------------	---------------	---------------

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,

Cactus Contracting LLC



Quote: 1622177 / Date: 10/21/2022
Project Number: 1622177

Customer

Sullivan Contracting Services
2299 Rudeloff Rd. East
Seguin, TX
78155, US
(830) 372-3812

Hays County
712 Stagecoach Rd.
San Marcos, TX
78666, US

Chris Deichmann

Prepared By:
Kyle Baker
830-743-7335
kyle@scs-tx.com

chris.deichmann@co.hays.tx.us

Project: Hays - 10'x30' Pad - CP

Scope of Work

Choice Partners Contract # 21/039MR-14

ATTENTION: Chris Deichmann

Project Description:

- Saw cut existing asphalt paving to create clean edge.
- Excavate approx. 60 LF for new concrete wall.
- Concrete wall to have a 2'x2'x60' footing with all 3' tall x 8" wide x 60' long concrete wall.
- Excavate area for new concrete pad - approx. 30'x10'.
- Bring in and place 2" of base material - compact as needed.
- Use #4 rebar at 12" OCEW.
- Place and finish 3000psi concrete pad with a light broom finish.
- Haul off all excavated materials from site.

****Backfill up against new concrete wall not included in pricing below****

****Asphalt patch not included in pricing below****

****Dumpster must be moved out of the area by others before work is to begin****

Excluded(-)

1. After Hours, Design, Electrical, HVAC, Plumbing, Fire Sprinkler/Alarm, Permitting, Testing, any items not listed above.
2. Price excludes any owner mandated COVID-19 Testing, Procedures, and/or changes to normal work practices not covered above.
3. Due to current volatility in the market, proposal has potential to only be guaranteed for 15 days

Notes



Quote: 1622177 / Date: 10/21/2022
Project Number: 1622177

CostWorks Base	\$47,433.49
85% Coeff	\$40,318.47
Owner Contingency	\$0.00

Summary

Subtotal	\$ 40,318.47
Bonding	\$ 1,007.96

\$ 41,326.43

Accepted By

Date

.....

FY 2023 Capital Equipment & Projects - Commissioners' Court Adopted

Budget Year 2023

Fund/Dept REQUESTED				2023		2023 Budget Office		No.	
				Qty	Cost Per Unit	Requested	Qty	Recommended	of 2023 Court Adopted
Fund 144 - Historical Jail Restoration Fund									
5741	Misc Capital Improvements								
	Historical Jail Restoration	1	667,683	667,683	1	667,683	1	667,683	
Fund 144 - Historical Jail Restoration Fund Totals						667,683		667,683	667,683
Fund 150 - Park Bond 2011 Fund									
5741	Misc Capital Improvements								
	5-Mile Dam Park Improvements	0	-	-	0	-	1	792,000	
Fund 150 - Park Bond 2011 Fund Totals						0		0	792,000
Fund 170 - Infrastructure Imp Fee Fund									
5741	Misc Capital Improvements								
	Misc Improvement Projects						1	400,000	497,166
	SO Jail - 12.5 Ton HVAC Unit (replacement)						1	13,200	13,200
	SO Jail - 5 Ton HVAC Unit (replacement)						1	6,600	6,600
	SO Jail - 7.5 Ton HVAC Unit (replacement)						1	9,500	9,500
	BRATWURST Groundwater Modeling Project	1	176,222	176,222	1	176,222	1	176,222	176,222
	Complete Remodel of County Clerk's Department Area	1	58,330	58,330	1	58,330	0	-	-
	Construct new employee office at Jacob's Well	1	60,000	60,000	1	60,000	1	60,000	60,000
	Dye Tracing Project	1	70,000	70,000	1	70,000	1	70,000	70,000
	Enclose loading dock area at PCT 3	1	15,000	15,000	1	15,000	1	15,000	15,000
	Expand/remodel County Clerk area at PCT 2	1	8,000	8,000	1	8,000	1	8,000	8,000
	General services not RHCP specific	1	60,000	60,000	1	60,000	1	60,000	60,000
	Install additional data drops for Development Services	2	2,000	4,000	2	4,000	2	4,000	4,000
	Install two additional cubicle spaces for Development Services	2	4,500	9,000	2	9,000	2	9,000	9,000
	New Roll Off Concrete Slab at Wimberley Recycling Center	1	10,000	10,000	1	10,000	1	10,000	10,000
	New Roof and Interior Wall Repair on PCT 3 Building	1	38,065	38,065	1	38,065	1	38,065	38,065
	New Roof on Kyle WIC Building	1	85,000	85,000	1	85,000	1	85,000	85,000
	Remodel/add employee space to Kyle Tax Office	1	50,000	50,000	1	50,000	1	50,000	50,000
	Replace HVAC unit at Precinct 4	1	7,937	7,937	1	7,937	0	-	-
	Replace HVAC unit at Yarrington Complex	1	8,779	8,779	1	8,779	0	-	-
	Replace Thermostats and wiring at Historic Courthouse	1	3,000	3,000	1	3,000	0	-	-
	Strip/Wax Floor of Development Services	1	2,560	2,560	1	2,560	0	-	-
	Strip/Wax Floor of Government Center	1	8,000	8,000	1	8,000	0	-	-
	Strip/Wax Floor of Health Department	1	1,440	1,440	1	1,440	0	-	-
	Strip/Wax Floor of PCT 2	1	1,600	1,600	1	1,600	0	-	-
	Strip/Wax Floor of PCT 5	1	320	320	1	320	0	-	-
	Tax Office at GC- Build 2 new office spaces & fully furnish	1	5,200	5,200	1	5,200	0	-	-
						682,453		1,111,753	1,111,753
Fund 170 - Infrastructure Imp Fee Fund Totals						682,453		1,111,753	1,111,753
Net Grand Totals						8,014,515		18,111,789	22,593,837



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY/MIKE JONES

Sponsor:

Commissioner Jones

Agenda Item:

Ratify the submission of a grant application to State Farm Good Neighbor Citizenship Grant Program in the amount of \$10,000.00. **JONES/T.CRUMLEY/MIKEJONES**

Summary:

With this grant application, the Fire Marshal's office is seeking to purchase smoke detectors designed for residents who are deaf or hard of hearing. The devices emit a bright light as well as having a bed shaking attachment in order to alert residents who may not be alerted by traditional smoke detectors. The devices would be purchased with grant funds and provided to residents in need at no cost. In order to purchase a full number of devices, there will be a \$105 match required to make up the difference in cost of devices vs grant award.

The application was submitted on November 3, 2022.

Fiscal Impact:

Amount Requested: \$105

Line Item Number: TBD

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: Grant funds will be budgeted and required match identified if grant is awarded.

Auditor's Office:

Purchasing Guidelines Followed Y/N?:TBD

G/L Account Validated Y/N?: TBD if awarded

New Revenue Y/N?: TBD if awarded

Comments:

Attachments

Application

- Welcome Page
- Terms and Conditions
- Contact Information
- Organization Information
- Program Information
- Program Budget and Funding
- Program Impact
- Engagement Opportunities
- Communication and Recognition
- Attachments
- Payment Details

Organization Information

* indicates required field

Your organization's information is managed within your FrontDoor Organization Profile. Please make changes there if needed and navigate back here. Continue if no changes are required. Please note that any changes to your FrontDoor account will be automatically reflected across all participating FrontDoor companies overnight.

*** Organization Name** Enter name associated with specific tax ID as filed with the IRS or name associated with school/school district in NCES.

Hays County

*** Street Address**
712 S. Stagecoach Trail

*** City**
San Marcos

*** State**

Texas

*** Zip Code**
78666

*** Tax ID (9-digit number)**

74-6002241

*** Phone Number**
5123932205

*** E-mail Address**
grants@co.hays.tx.us

Website Address Please enter the organization's website address.

www.hayscountytexas.com

Social Media Website Addresses (URL links)
(400 character maximum)

*** Is your organization or an affiliate of your organization a Community Development Financial Institution (CDFI)? (?)** Hover over this "?" for CDFI definition.

No

Save and Proceed

[Need Support?](#)

[Terms of Service](#) [Privacy Policy](#)

[Logout](#)

[Welcome Page](#) [Terms and Conditions](#) [Contact Information](#) [Organization Information](#) [Program Information](#) [Program Budget and Funding](#) [Program Impact](#) [Engagement Opportunities](#) [Communication and Recognition](#) [Attachments](#) [Payment Details](#)

Program Information

* indicates required field

* **Program Title**

* **Program Start Date**

* **Program End Date**

* **Provide a program summary, including program objectives, program activities, and program benefits.**

The Hays County Fire Marshal's office is seeking to purchase smoke detectors designed for deaf and hard of hearing citizens. These smoke detectors assist deaf or hard of hearing individuals by giving off a bright light as well as activating a "bed shaker" to alert the citizen to a potential hazard even if they are asleep. traditional smoke detectors that only emit a sound may not be enough to alert deaf or hard of hearing individuals to a potential hazard. The Hays County Fire Marshal is seeking to purchase 42 devices that can be provided to citizens in need at no cost.

* **Provide the intended outcomes of your program.**

The intended outcome of the program to save the lives of our deaf and hard of hearing citizens. The proposed devices allow for citizens who may not be alerted by traditional smoke detectors to leave their home if a fire starts.

* **Date the program was originally established.**

* **Is this is an established program?**

[Save and Proceed](#)

[Need Support?](#)

[Terms of Service](#) [Privacy Policy](#)

Program Budget and Funding

* indicates required field


* Requested Grant Amount

\$10,000.00

* Do you agree that no more than 30 percent of the funded amount from State Farm will be used towards salaries?

Yes

* Please complete the program funding details provided in the template below.
Click the "?" next to each column header for detailed description of each required field. Click "Add New Row" at the bottom of the template to add additional expense types (ex. supplies, equipment, etc.)


Expense Type (?)	Total Cost of Expense (?)	Charitable Amount requested from State Farm. (?)	Non-Charitable Amount (?)	
Lifestone HLAC151 Bedside Fire Alarm and Bed Shaker	\$10,105.00	\$10,000.00	\$105.00	
	10,105.00	10,000.00	105.00	

+ Add New Row

* Has State Farm previously provided funding for this program?

No

* List other organizations that are financially supporting the program, along with the amounts committed.

Organization Name	Funding Amount	
Hays County Fire Marshal	\$105.00	
	105.00	

+ Add New Row

Save and Proceed

Need Support?

Terms of Service

Privacy Policy

Program Impact

* indicates required field

* What one geographic area will benefit most from this program?

Texas

Counties - Texas

What county will benefit most from this program?

Hays

* Specific Geographies

Identify the neighborhood, city, county or region that benefits from this program.

Add to List

Hays County

Remove from List

* Schools / School Districts

List any schools or school districts impacted by this grant.

Add to List

N/A

Remove from List

* Provide the number of participants that are directly impacted or benefit by this program as a result of State Farm's funding.

43

* Ethnicities Served

Enter the percentage of each ethnicity. All percentages must add up to 100%. If you do not collect this demographic information, enter 100 in the "Untracked" category."

%

African American / Black

%

American Indian / Alaska Native

%

Asian / Pacific Islander

%

Caucasian / White

%

Latino / Hispanic

%

Bi-racial

100

%

Untracked

* Actual Ages Served

Enter the percentage of each age group. All percentages must add up to 100%. If you do not collect this demographic information, enter 100 in the "Untracked" category."

<input type="text"/>	%	Infants 0-4
<input type="text"/>	%	Children 5-12
<input type="text"/>	%	Youth 13-18
<input type="text"/>	%	Young Adults 19-29
<input type="text"/>	%	Adults 30-54
<input type="text"/>	%	Seniors 55+
<input type="text"/>	%	General Population
100	%	Untracked

* Does this program serve a majority of low-to-moderate-income population?

No ▼

Save and Proceed

[Need Support?](#)

[Terms of Service](#) [Privacy Policy](#)

Engagement Opportunities

* indicates required field

* Are any elected officials and/or community leaders involved with this program?

No

* How can State Farm employees and agents be involved with your program or organization?

State Farm engagement must be charitable in nature and must not include opportunities such as: State Farm product marketing (i.e. brochures, business cards, collecting leads at events), job shadowing and judging contests.

State Farm agents can be present at the time of distribution of the devices.

(3924 character(s) remaining)

Provide the names of State Farm agents and employees who are connected and engaged with your program.

First Name	Last Name	Role within your Organization	

+ Add New Row

Save and Proceed

Need Support?

Terms of Service

Privacy Policy

Communication and Recognition

* indicates required field

* How do you plan to publicly communicate the program? (Hold CTRL key and click to select all that apply)

Community media (nonprofits, business partners, community leaders, elected officials)

Public Relations Media – Broadcast

Public Relations Media - Print

Social Media

Other

* How will State Farm be recognized if a grant is provided? (Hold CTRL key and click to select all that apply)

Receipt of recognition will not be considered for the purposes of grant selection. Please note unauthorized use of the State Farm trademark and logo is prohibited. Any use of our trademark and logo must comply with our branding and trademark guidelines and be expressly authorized in writing in advance of use.

Mention in media releases

Social Media

Branding/logo opportunities

Signage

Other

* Do you agree to provide State Farm semi-annual and/or final results of this program?

Yes

* If funded, does State Farm have permission to use the organization's logo for recognition? If so, click Save and Proceed and attach the logo on the next page.

Yes

Save and Proceed

[Need Support?](#)

[Terms of Service](#) [Privacy Policy](#)



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, FY23 Victim Assistance, First Responder Mental Health Program in the amount of \$10,081.25 and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**

Summary:

Hays County has been awarded \$10,081.25 in funding. The grant will fund counseling services costs associated with the Peer Support Group for the Sheriffs Office. The counseling services were previously covered under insurance but were considered ineligible costs for coverage beginning in January. The Sheriffs Office contracts with Tania Glenn & Associates, PA for counseling services. Dr. Glenn specializes in cases associated with first responders and veterans. The submission of the application was approved on February 1, 2022.

Grant Number: 4464101

Grant Period: 10/1/2022 - 9/30/2023

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-174]

Budget Office:

Source of Funds: Grant funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$10,082) - Increase Intergovernmental Revenue 001-618-99-174.4301

\$1,200 - Increase Office Supplies 001-618-99-174.5211

\$8,882 - Increase Contract Services 001-618-99-174.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes

Comments:

Attachments

Statement of Grant Award

Responsibilities Memo

Application



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office



Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2022

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at <https://eGrants.gov.texas.gov> or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

Table of Contents

About This Document.....	1
1 Grant Agreement Requirements and Conditions.....	5
1.1 Applicability of Grant Agreement and Provisions	5
1.2 Legal Authority to Apply	5
1.3 Amendments and Changes to the Grant Agreement	5
1.4 General Responsibility	6
1.5 Terms and Conditions	6
1.6 Special Conditions.....	6
1.7 Public Information.....	6
1.8 Remedies for Non-Compliance.....	7
1.9 False Statements by Grantee.....	8
1.10 Conflict of Interest Safeguards.....	8
1.11 Fraud, Waste, and Abuse	9
1.12 Dispute Resolution.....	10
1.13 Funds Limited by Agreement and Subject to Availability.....	11
1.14 Termination of the Agreement	11
1.15 Communication with Grantee	12
1.16 Limitation of Liability	12
1.17 Liability for Taxes	12
1.18 Force Majeure.....	13
1.19 Debt to State.....	13
1.20 Grantee an Independent Contractor.....	13
1.21 No Assignment of Rights or Obligations	13
1.22 Funds Are for Sole Benefit of Grantee.....	14
1.23 Permission for Use of OOG Name and Labeling.....	14
1.24 Acknowledgement of Funding and Disclaimer.....	14
1.25 Royalty-Free License.....	14
1.26 Project Period.....	15
1.27 Project Commencement	15
1.28 Project Close Out.....	15
1.29 Federal Program Laws, Rules, and Guidelines.....	15
1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards	16
1.31 Required State Assurances	16
2 Organizational Eligibility.....	16

2.1	Good Standing for Eligible Grantees.....	16
2.2	System for Award Management (SAM) Requirements	17
2.3	Criminal History Reporting	18
2.4	Uniform Crime Reporting	18
2.5	Immigration Related Matters	18
2.6	E-Verify	19
2.7	Deceptive Trade Practices Violations.....	19
2.8	Hurricane Contract Violations	19
2.9	Terminated Contracts.....	19
2.10	Special Requirements for Units of Local Government.....	20
2.11	Special Requirements for Non-Profit Grantees.....	20
2.12	Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses.....	21
2.13	Firearm Suppressor Regulation	21
2.14	Enforcement of Public Camping Bans.....	21
2.15	Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure	21
3	Civil Rights.....	21
3.1	Compliance with Civil Rights and Nondiscrimination Requirements.....	22
3.2	Limited English Proficiency	23
3.3	Equal Employment Opportunity Plan	23
4	Personnel.....	23
4.1	Overtime	24
4.2	Notification of Grant-Contingent Employees.....	24
5	Travel.....	24
5.1	Travel Policies	24
6	Contracts and Procurement.....	24
6.1	Procurement Practices and Policies.....	24
6.2	Subcontracting	25
6.3	Buy Texas.....	25
6.4	Contract Provisions Under Federal Awards	25
7	Equipment Requirements	25
7.1	Property Management and Inventory.....	25
7.2	Maintenance and Repair	26
7.3	Automated License Plate Readers	26
8	Information Technology	27
8.1	Accessibility Requirements	27

8.2	Criminal Intelligence System Operating Procedures.....	27
8.3	Blocking Pornographic Material.....	27
8.4	Cybersecurity Training	27
9	Indirect Costs	28
9.1	Approved Indirect Cost Rate	28
9.2	De Minimis Rate	28
10	Audit and Records Requirements	28
10.1	Grantee Subject to Audits	28
10.2	Single Audit Requirements.....	28
10.3	Cooperation with Monitoring, Audits, and Records Requirements.....	29
10.4	Requirement to Address Audit Findings	31
10.5	Records Retention	31
11	Prohibited and Regulated Activities and Expenditures.....	32
11.1	Inherently Religious Activities	32
11.2	Political Activities.....	32
11.3	Generally Prohibited Expenditures.....	33
11.4	Acorn.....	34
11.5	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.....	34
12	Financial Requirements.....	34
12.1	Financial Status Reports	34
12.2	Approval of Financial Status Report	35
12.3	Reimbursements.....	35
12.4	Generally Accepted Accounting Principles	35
12.5	Program Income.....	35
12.6	Refunds and Deductions.....	36
12.7	Liquidation Period	36
12.8	Duplication of Funding.....	36
12.9	Supplanting	36
13	Required Reports	36
13.1	Measuring, Reporting, and Evaluating Performance	36
13.2	Report Formats, Submissions, and Timelines.....	37
13.3	Failure to File Required Reports.....	37

1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

1.3 *Amendments and Changes to the Grant Agreement*

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General Responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.5 Terms and Conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these 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 the grant agreement. The failure of OOG 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 OOG'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 agreement 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 agreement.

To the extent the terms and conditions of this grant agreement 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 agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special Conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act,

Texas Government Code Chapter 552 (the “PIA”). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively “Confidential Information”) shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee’s Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

1.8 Remedies for Non-Compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;

8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the 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 OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

1.11 Fraud, Waste, and Abuse

- A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

- B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
 - a. It represents that:
 - i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to

this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The 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 the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.13 Funds Limited by Agreement and Subject to Availability

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability amount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

1.14 Termination of the Agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

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 Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions

of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively terminate the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Communication with Grantee

Notice may be given to the grantee via eGrants, email, hand-delivery, delivery service, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

1.16 Limitation of Liability

To the extent allowed by law, the grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless, to the extent allowed by law, the OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee, OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

1.17 Liability for Taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any

such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

1.18 Force Majeure

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.19 Debt to State

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.20 Grantee an Independent Contractor

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The 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. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

1.21 No Assignment of Rights or Obligations

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

1.22 Funds Are for Sole Benefit of Grantee

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

1.23 Permission for Use of OOG Name and Labeling

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

1.24 Acknowledgement of Funding and Disclaimer

All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey OOG's or any federal funding agency's (i.e. DOJ or FEMA) official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through state fund sources is below and language for grants made through specific federal fund sources is included within the fund specific conditions memo.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

1.25 Royalty-Free License

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

- A. Any work subject to copyright developed under an award or subaward; and
- B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that OOG (and the federal funding agency) have the right to:

- A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and
- B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data- general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

1.26 Project Period

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

1.27 Project Commencement

The grantee must take reasonable steps to commence project activities upon receiving notice of a grant award. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.28 Project Close Out

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

1.29 Federal Program Laws, Rules, and Guidelines

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

- A. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 et seq.);

- B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;
- C. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113- 4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at <http://www.justice.gov/ovw/grantees> (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;
- D. The provisions of the current edition of the Department of Justice Grants Financial Guide;
- E. If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;
- F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);
- G. If grantee receives a grant award in excess of \$150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and 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). Any subgrants or contracts made by the grantee in excess of \$150,000 must contain this provision.
- H. All other applicable Federal laws, orders, circulars, or regulations.

1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 apply to any grants funded through an award from a Federal agency.

1.31 Required State Assurances

The grantee must comply with the applicable State Assurances included within TxGMS, which are incorporated here by reference in the award terms and conditions.

2 Organizational Eligibility

2.1 Good Standing for Eligible Grantees

- A. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.
- B. The grantee agrees to remain in good standing with any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.

- C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.
- D. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 for additional information and guidance.
- E. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.
- F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.
- G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
- H. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.
- I. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

2.2 *System for Award Management (SAM) Requirements*

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- C. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- D. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas

statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

2.3 Criminal History Reporting

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute and Governor's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for OOG grant funds.

2.4 Uniform Crime Reporting

Local units of governments operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To maintain eligibility for funding, grantees must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, grantees are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

2.5 Immigration Related Matters

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2.251, Code of Criminal Procedure.

2.6 *E-Verify*

- A. The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.
- B. The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - 1. All persons employed to perform duties within Texas, during the term of the Grant; and
 - 2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America.

If this certification is falsely made, the Grant Agreement may be terminated.

- C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

2.7 *Deceptive Trade Practices Violations*

The grantee 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 the grantee has not been found to be liable for such practices in such proceedings. The grantee 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. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.8 *Hurricane Contract Violations*

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 and 2261.053 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.9 *Terminated Contracts*

The grantee has not had a contract terminated or been denied the renewal of any contract for non-

compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Special Requirements for Units of Local Government

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

- A. Texas General Appropriations Act, Art. IX, Parts 2, 3, and 5, except there is no requirement for increased salaries for local government employees;
- B. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
- C. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

2.11 Special Requirements for Non-Profit Grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

- A. A copy of the recipient's 501(c)(3) designation letter;
- B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
- C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of Victims of Crime Act (VOCA) funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Failure to comply with the requirements of Chapter 420, Subchapter B or Subchapter B-1, of the Texas Government Code may be used to determine ongoing eligibility for receiving OOG grant funds.

2.13 Firearm Suppressor Regulation

Texas Government Code, Section 2.103, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101 of the Texas Government Code, from receiving state grant funds if the entity adopts a rule, order, ordinance, or policy that enforces or allows the enforcement of a federal law that purports to regulate a firearm suppressor if the federal statute, order, rule or regulation imposes a prohibition, restriction, or other regulation that does not exist under the laws of the State of Texas.

2.14 Enforcement of Public Camping Bans

Local Government Code, Section 364.004, prohibits municipalities or counties, as defined in Section 364.001 of the Local Government Code, from receiving state grant funds if a judicial determination is made that the local entity adopts or enforces a policy, as described in Section 364.002 of the Local Government Code, that prohibits or discourages the entity from the enforcement of any public camping ban. The Comptroller of Public Accounts has adopted rules at Title 34, Part 1, Rule §20.600 applicable to implementation of Local Government Code, Section 364.004 requiring that in the event that a local entity receiving state grant funds is sued by the Attorney General under Local Government Code, Section 364.003 or such a case reaches a final judicial determination, the local entity must immediately disclose the lawsuit or judicial determination to all state agencies that oversee programs from which the entity currently receives state grant funds.

2.15 Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure

Texas Government Code, Chapter 113 and Section 2274.0102, prohibits an entity or company from entering into an agreement with a company or entity that is headquartered in, owned by, or the majority of stock is held or controlled by China, Iran, North Korea, Russia or a country designated by the governor as a threat to critical infrastructure, as defined in Section 113.001 or Section 2274.0101 of the Texas Government Code, if the agreement is related to and grants access to or control of critical infrastructure in the State of Texas.

3 Civil Rights

3.1 *Compliance with Civil Rights and Nondiscrimination Requirements*

- A. The grantee will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to civil rights and nondiscrimination. These include but are not limited to:
 1. 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;
 2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);
 4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 9. Title I, II, and III of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities;
 10. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made, including but not limited to:
 - i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
 - ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
 - iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))
- C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient

that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4>.

- D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.
- E. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), or sex against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
- F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at <https://ojp.gov/about/ocr/statutes.htm>.

3.2 *Limited English Proficiency*

The grantee will comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. More information can be found at <http://www.LEP.gov>.

3.3 *Equal Employment Opportunity Plan*

All recipients of Department of Justice grants must submit the Equal Employment Opportunity Plan (EEOP) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

4 Personnel

4.1 Overtime

Overtime is allowable to the extent that it is included in the OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

4.2 Notification of Grant-Contingent Employees

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

5 Travel

5.1 Travel Policies

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established written policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

6 Contracts and Procurement

6.1 Procurement Practices and Policies

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.
- B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, grantees must submit a Procurement Questionnaire <https://eGrants.gov.texas.gov/updates.aspx> to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- C. When contractual or equipment procurement is anticipated to be in excess of \$10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.

6.2 *Subcontracting*

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The 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 Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

6.3 *Buy Texas*

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

6.4 *Contract Provisions Under Federal Awards*

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

7 **Equipment Requirements**

7.1 *Property Management and Inventory*

The grantee must ensure equipment purchased with grant funds is used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200 or TxGMS, as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between \$500 and \$4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.
- B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.
- C. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- D. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with TxGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless TxGMS requires otherwise.

7.2 Maintenance and Repair

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

7.3 Automated License Plate Readers

Any grantee requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written

certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

8 Information Technology

8.1 Accessibility Requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

8.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

8.3 Blocking Pornographic Material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8.4 Cybersecurity Training

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

9 Indirect Costs

9.1 *Approved Indirect Cost Rate*

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. Grantees choosing to apply indirect costs to the award (except for those choosing to use a de minimis rate as described in 2 CFR § 200.414(f)) must have an approved indirect cost rate agreement with their cognizant agency (see 2 CFR § 200 Appendix III-VII for assigned cognizant agencies). A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

9.2 *De Minimis Rate*

In accordance with 2 CFR § 200.414(f) and TxGMS, grantees of federal or state funds that do not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of its election, and must comply with all associated requirements in 2 CFR § 200.414(f) and TxGMS.

10 Audit and Records Requirements

10.1 *Grantee Subject to Audits*

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the TxGMS.

10.2 *Single Audit Requirements*

Any grantee expending more than \$750,000 in state or \$750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in TxGMS.

The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier. A copy of the Single Audit Report Package or a notification email stating the date the Single Audit Report Package was uploaded to the Federal Audit Clearinghouse must be sent the Governor's Office of Compliance and Monitoring within nine months or less of the grantee's fiscal year end date. Documents must be emailed to OCM-FMU@gov.texas.gov

Grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall complete and sign a **Single Audit Reporting Exemption Form** within nine months or less of their fiscal year end date. Exemption Forms are available by fiscal year end date on eGrants in the Updates section and Single Audit links. This form must be emailed to OCM-FMU@gov.texas.gov.

10.3 Cooperation with Monitoring, Audits, and Records Requirements

- A. In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement 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, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The 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. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the 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 the grantee related to this Grant Agreement. This Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.
- B. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits.
- C. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.
- D. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
- E. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant

- federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.
- F. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.
- G. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the 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 services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.
- H. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.
- I. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.
- J. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

10.4 Requirement to Address Audit Findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

10.5 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, TxGMS, and state law.
 - 1. The grantee must retain these records and any supporting documentation until the third anniversary of the later date of (1) the submission of the final expenditure report, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, or administrative review involving the grant.
 - 2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
 - 3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the

appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.

4. OOG or the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value.
5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

The grantee must include the substance of this Section in all subcontracts.

- C. If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

11 Prohibited and Regulated Activities and Expenditures

11.1 *Inherently Religious Activities*

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

11.2 *Political Activities*

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus

use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.
- E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution’s academic mission that is not conducted for the benefit of a particular candidate or party.
- G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all subrecipients to certify accordingly.

11.3 Generally Prohibited Expenditures

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

- A. Costs of advertising and public relations designed solely to promote the governmental unit;
- B. Costs of international travel¹;
- C. Costs of entertainment, including amusement, diversion, and social activities and any costs

¹ In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);

- D. Fundraising;
- E. Lobbying;
- F. Alcoholic beverages;
- G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and
- H. Promotional items and memorabilia, including models, gifts, and souvenirs.

11.4 Acorn

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

11.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at <https://www.congress.gov/bill/115th-congress/house-bill/5515/text?format=txt>.

12 Financial Requirements

12.1 Financial Status Reports

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to OOG on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

12.2 Approval of Financial Status Report

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

12.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

12.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

12.5 Program Income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the 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. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

12.6 Refunds and Deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

12.7 Liquidation Period

The liquidation date is ninety (90) calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

12.8 Duplication of Funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

12.9 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at <https://eGrants.gov.texas.gov/updates.aspx>.

13 Required Reports

13.1 Measuring, Reporting, and Evaluating Performance

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance

against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

13.2 Report Formats, Submissions, and Timelines

The grantee shall provide to OOG all applicable reports in a format and method specified by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports. Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

13.3 Failure to File Required Reports

Failure to comply with submission deadlines for required reports, Financial Status Reports, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

[Print This Page](#)
Agency Name: Hays County**Grant/App:** 4464101 **Start Date:** 10/1/2022 **End Date:** 9/30/2023**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Pending AO Acceptance of Award**Narrative Information****Introduction**

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Program-Specific Questions**Culturally Competent Victim Restoration**

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

Hays County uses an outside counseling service who specializes in caring for first responders, veterans and their families. This allows the officers to receive the most effective care possible as officers often face very unique struggles.

Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.

- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

☐ Yes

☒ No

If you answered 'YES' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter 'N/A'.

N/A

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility

is required to refer the victim to a facility that provides those services.

Confidentiality and Privacy

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Activities that Compromise Victim Safety and Recovery

Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Polygraph Testing Prohibition

A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Offender Firearm Prohibition

The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

Criminal Charges

In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Immigration Legal Services

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Discrimination

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Records

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Volunteers

If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

Crime Victims' Compensation

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Community Efforts

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Civil Rights Information

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services

Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

College Campus Confidential Direct Services Providers

All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2023 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Shari Miller

Enter the Address for the Civil Rights Liaison:

712 S. Stagecoach Trail Ste. 1063 San Marcos, TX 78666-6230

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(512) 393-2245

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The Hays County Sheriffs Office is seeking funding to continue the Peer Support Group and counseling services for officers. Officers will be able to seek counseling services from a trained professional for duty-related issues. The Hays County Sheriffs Office also offers a Peer Support Group that allows officers to be trained to identify when issues may be surfacing in their colleagues in which therapy may be beneficial in order to help their mental state. The Peer Support Group allows officers to have accessible points of contact - their colleagues - to go to when facing struggles. Peer Support Group members can then offer judgement free advice and information on therapy available through the Hays County Sheriffs Office.

Problem Statement :

The Hays County Sheriffs Office had previously been using funds from the county's insurance provider in order to offer cost free therapy services for officers for duty-related issues. Due to changes in the insurance providers policy, these services will no longer be covered. Hays County is seeking funding to be able to provide these essential services for officers. The program is designed to mitigate stressful incidents in order to minimize the damaging effects they can have on personnel and workplace environments, allowing officers to more effectively perform their jobs. Often officers may not know about services that are available to them or may feel uncomfortable reaching out for help. The Peer Support Group is designed to give officers the skills to identify when their colleagues may be in need of help or just need someone to talk to. The Peer Support Group is completely voluntary and officers sign-up to be trained and to help their colleagues.

Supporting Data :

In 2021, the Hays County Sheriffs Office used an average of 5 hours per month of counseling services. In 2022, the contracted counseling service that Hays County uses will be raising their hourly rate by almost 30%. 2021 was the first year that the Peer Support Group formed. Because of the pandemic there was not an option for the counseling service to offer their in person two day training.

Project Approach & Activities:

If officers feel that they are struggling with their mental health due to duty-related incidents, they are able to access counseling services through a therapist who specializes in counseling for first responders. Additionally, officers who are interested in serving their colleagues may volunteer to be a part of the Peer Support Group. These officers are trained to serve as a safe space for their colleagues and to identify when fellow officers may be in need of or may benefit from the counseling services offered through the Sheriffs Office. A two day intensive training will be offered twice a year for officers who are interested in serving as part of the Peer Support Group.

Capacity & Capabilities:

The Hays County Sheriffs Office has an established relationship with a contracted counselor who is a Doctor of Psychology (PsyD) and a Licensed Clinical Social Worker (LCSW) who specializes in first responder and veteran mental health. Hays County will serve as the fiscal agent for this grant funded position. Hays County has managed roughly 8.1 million dollars in federal grant funding and 2.3 million dollars in state grant funding in the year 2021 and has successfully completed all obligations for grant funded projects. For the purpose of this program, assistance will be given to the project leads by the Hays County Grants Department and Hays County Auditing, of which has expertise in managing state and federal grants and has the capacity to conduct the required accounting, auditing, and programmatic reporting

Performance Management :

The Hays County Sheriffs Office collects information about how many hours of counseling are used each month by the officers. Information will also be collected on how many officers attend the two day peer support group training.

Target Group :

The target group is the Hays County Sheriffs Officers including the correctional facility staff and officers, who have experienced traumatic events.

Evidence-Based Practices:

In 2021, the Texas Department of State Health Services (DSHS) released a survey done by Project HEROES. In a survey of approximately 1500 first responders in Texas, 60% expressed that they exhibit symptoms of a significant mental disorder "including physical symptoms, sleep disturbance, and anger." By offering counseling services at no-cost to its employees, The Hays County Sheriffs Office allows their officers to be more focused, calm, and level-headed in the line of duty.

You are logged in as **User Name:** judgebecerra

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4464101 **Start Date:** 10/1/2022 **End Date:** 9/30/2023**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Pending AO Acceptance of Award

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

First Responder Mental Health Programs

Program Organization and Characteristics

Is this a new program or building capacity for an existing program?

☐ New Program

☒ Building Capacity for an Existing Program

In the space below NEW programs should describe any completed needs assessments and/or steps taken to date. Additionally, all programs must describe how services will be provided – internally, externally, or a hybrid of both – and who will provide them. Finally, describe the guidelines used to manage case load under the program.

Counseling services will be provided by a contractor - Tania Glenn and Associates - who is trained in providing services to first responders and veterans. Tania Glenn and Associates will manage case load and then bill the Hays County Sheriffs Office for services provided. The Hays County Sheriffs Office Peer Support group is managed internally by officers from the Sheriffs Office.

Describe where in the organizational chart will the program reside and under whose authority. Where will program activities physically take place? If the program is housed in the same building as operations, address how the program will mitigate any stigma associated with utilizing the program.

Counseling services will be contracted out to Tania Glenn and Associates. These services will take place at Tania Glenn and Associates' office. The contract will be monitored by the Hays County Sheriffs Office. The Peer Support Group will reside under the authority of the Hays County Sheriffs Office. Stigma associated with using the program will be mitigated by leaders within the Hays County Sheriffs Office promoting and positively representing the program and sharing its benefits.

Target Group

For each of the target populations below, identify whether all services will be available to each, a subset of services will be provided, or only referrals will be offered (Note: if only referrals will be offered, you may be asked to submit a copy of your referral policy):

Line Officers, Command Staff, and Administrators:

☒ All services

☐ Subset of services

☐ Referrals only

☐ Not served

Dispatchers:

☐ All services

☐ Subset of services

☐ Referrals only

☒ Not served

Non-Sworn Personnel (e.g., crime scene technicians):

☐ All services

☐ Subset of services

☐ Referrals only

☒ Not served

Family Members of First Responders:

☐ All services

☐ Subset of services

☐ Referrals only

☒ Not served

Other Nearby Law Enforcement Personnel (e.g., officers from other departments, federal agents or corrections officers):

☐ All services

☐ Subset of services

☐ Referrals only

☒ Not served

First Responders Exposed to Traumatic/Critical Incidents (e.g., exposure to violent crime, line-of-duty death or serious injury, officer-involved shootings, or mass trauma):

- ☒ All services
☐ Subset of services
☐ Referrals only
☐ Not served

In the space below, list the **types of incidents** that are targeted for services:

Examples of critical incidents that may prompt the support of the Peer Support Group include: line of duty incidents resulting in serious injury, accidents resulting in serious injury, fire/tornado/flood/other wedding events resulting in serious injury, deaths (work related or personal), multiple casualties/disaster events, suicide events, and hostage and or targeted employee events. Other events may warrant the support of the Peer Support Group at the discretion of the team. Officers may also seek counseling services during times of crisis as a result of work related events and stresses.

Referral Network Description

Describe the types and method of referrals provided for each of the six target populations described above. Distinguish between voluntary and mandatory referrals. Describe the plan for an escalation referral system (when in-house services are not capable of handling a particular situation).

Referrals may occur in the following ways: 1) An employee may contact any Peer Supporter, the HR director, or a Peer Support Coordinator for a referral to use either the contracted counseling services or to receive support from a Peer Supporter. 2) An employee aware of another employee who may need assistance can initiate a referral by contacting any Peer Supporter, the HR director, or a Peer Support Coordinator. The referred employee would then be contacted to assess their receptiveness to Peer Support intervention. 3) Supervisory personnel have the authority and responsibility to recommend a Peer Supporter to employees when appropriate. This support is voluntary and the employee cannot be ordered to participate. The employee will be assured that the consultation is solely for their benefit and will remain confidential 4) Any employee or family member of an employee may contact any member of the Peer Support program or HR to seek assistance or support. Contact information for Peer Support Program coordinators will be provided. Participation is voluntary. Under most circumstances, referrals to both the Peer Support Group and counseling services are voluntary. However, under certain circumstances the Human Resource Director may direct an employee to use the provided counseling services. The contracted psychologist will then make a determination to the Sheriff and their designee about the length of time the employee should remain in consultation.

Notification of Services

Describe the types of informational materials produced and how they are distributed or made available to employees.

Informational materials with contact and program information are provided and places around the Hays County Sheriffs Office so that they are easily accessible for employees. Supervisors are also ready with information that can be provided to employees whenever needed.

Required Peer Support Program

Describe how this program employs the Peer Support Network model to facilitate communication and continuity of care. For additional information, consult the [International Association of Chiefs of Police Peer Support Guidelines](#).

Members of the Peer Support Group will have the opportunity to attend a training held by the contracted psychologist Tania Glenn to learn best practices and tactics for identifying fellow employees in crisis mode. This training will cover topics like problem solving skills, problem assessments, both verbal and non-verbal communication, and more. The Peer Support Group has a formal policies and procedures document that helps frame their duties.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Peer Support Groups	25.00	Officers volunteer to participate in the peer support program in order to serve as a resource for their colleagues and identify when fellow officers may benefit from or need to access counseling services
Professional Therapy and Counseling	75.00	Officers will have access to a professional therapist who specializes in services for first responders.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
-------------------	--------------	--------------------------

You are logged in as **User Name:** judgebecerra

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4464101 **Start Date:** 10/1/2022 **End Date:** 9/30/2023**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Pending AO Acceptance of Award**Measures Information**

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of counseling hours provided to survivors.	65
Number of support group sessions held.	2
Number of survivors participating in support groups.	13
Number of survivors receiving counseling / therapy.	10
Number of victims / survivors seeking services who were served.	20

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

You are logged in as **User Name:** judgebecerra

[Print This Page](#)
Agency Name: Hays County**Grant/App:** 4464101 **Start Date:** 10/1/2022 **End Date:** 9/30/2023**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Pending AO Acceptance of Award**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Tania Glenn & Associates, PA will provide services. Services are \$90/hr and are billed each month. \$81.25/hr of these costs will be covered with grant funds and the remaining costs will be covered by Hays County. Services include counseling sessions for Sheriffs Officers. Tania Glenn specializes in mental health services for first responders, veterans, and their family members. The \$5,281.25 allocated will allow for up to 65 hours of counseling for officers	\$5,281.25	\$0.00	\$0.00	\$0.00	\$5,281.25	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training costs are for Tania Glenn to provide a 2.5 day training, twice a year, for officers interested in participating in the Hays County Sheriffs Office Peer Support Group. This training will allow officers to better identify potential problems or mental health needs in fellow officers in order to better support them. Each training will be 20 hours for a total of 40 hours per year. The training is billed at \$90/hr for a total of \$3,600.	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	The \$1,200 allocated is to create printed and other materials to internally advertise the peer support group and encourage officers to join.	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0

You are logged in as **User Name:** judgebecerra



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Jones

Agenda Item

Authorize the County Judge to execute a First Amendment for a time extension to a Professional Services Agreement between Hays County and Lockwood, Andrews and Newman, Inc. related to the Right of Way services for FM 1626 A (South), from RM 967 to FM 2770, safety expansion project. **INGALSBE/JONES**

Summary

See attached Amendment.

Attachments

Amendment #1

SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FM 1626

This Supplemental Agreement No. 1 ("Supplemental No. 1") to the **Professional Services Agreement dated October 31, 2017**, (attached hereto as Exhibit "A") is made this ____ day of November 2022 by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County") and Lockwood, Andrews & Newnam, Inc. (hereinafter referred to as "Contractor"). The County and Contractor are sometimes hereinafter collectively referred to as "the parties to this Agreement" or "the parties." The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

SUPPLEMENTS: **The following is supplemented and incorporated into the original agreement.**

The Completion Date cited in section 4 is hereby amended to May 31, 2023.

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

This Supplemental Agreement No. 1 to the Professional Services Agreement is hereby executed this the 8th day of November 2022 as is evidenced by the authorized signatures of the Parties, below.

LOCKWOOD, ANDREWS & NEWNAM, INC.



PHIL MEADERS
VICE PRESIDENT

HAYS COUNTY

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

ELAINE CARDENAS, MBA PhD
HAYS COUNTY CLERK



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Tammy Cumley

Sponsor:

Judge Becerra

Agenda Item

Approve specifications for RFP 2023-P03 Countywide Plumbing Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/T.CRUMLEY**

Summary

Hays County (County) is seeking well-qualified and capable vendor(s) to provide comprehensive plumbing services. Plumbing Services will be required for multiple locations within the county, as requested by the Hays County representative. Hays County does not guarantee any minimum or maximum amount or projects to any vendor(s) awarded under this contract. Hays County reserves the right to enter into multiple contracts with the selected vendor(s) under this RFP.

Attachments

RFP 2023-P03 Countywide Plumbing Services

Attachment A - Fee Schedule



SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.:
RFP 2023-P03 Countywide Plumbing Services

Date Issued: November 15, 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:

11:00 a.m. local time December 14, 2022.

Proposals received after the time and date set for submission will be returned unopened.

For information please email:
purchasing@co.hays.tx.us

Questions concerning this RFP must be received in writing no later than 5:00 on December 2, 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

Table of Contents

Solicitation, Offer and Award.....	1
I. RFP Submittal Checklist	3
II. Summary	4
III. Specifications	6
A. Introduction.....	6
B. Scope of Work	6
C. Qualifications.....	11
D. Proposal Requirements	11
E. Evaluation Criteria	12
F. Submittal Requirements.....	14
G. Award of Contract	11
H. Piggyback Clause	16
I. Warranty of Performance	16
IV. General Terms and Conditions for Solicitations	17
V. Vendor Reference Form.....	26
VI. Certificate of Interested Parties.....	27
VII. Conflict of Interest Questionnaire	28
VIII. Code of Ethics	30
IX. HUB Practices.....	31
X. House Bill 89 Verification.....	33
XI. Senate Bill 252 Certification.....	34
XII. Debarment and Licensing Certification	35
XIII. Vendor/Bidder's Affirmation	36
XIV. Federal Affirmation and Solicitation Acceptance	37
XV. Related Party Disclosure Form.....	41
Attachment A – Fee Schedule	

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) 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 2023-P03
Countywide Plumbing Services
- 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
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:
December 14, 2022; 11:00 a.m. Central Time (CT)
- 6. Pre-Proposal Meeting:** **Non-Mandatory Pre-Proposal Conference:**
Tuesday, November 28, 2022 @ 10:00 AM (CT)
712 S. Stagecoach Trail, Ste, 1071
San Marcos, TX 78666
- 7. Initial Contract Term:** January 2023 - December 2023
- 8. Optional Contract Terms:** Four (4), one (1) year renewal options
- 9. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 10. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than December 2, 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 ESBD 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.

11. 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.

12. 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

November 15, 2022	Issuance of RFP
November 28, 2022	Pre-Proposal Conference (10:00 AM CT)
December 2, 2022	Deadline for Submission of Questions (5:00 PM CT)
December 14, 2022	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
January 2023	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is seeking well-qualified and capable vendor(s) to provide comprehensive plumbing services. Plumbing Services will be required for multiple locations within the county, as requested by the Hays County representative. Hays County does not guarantee any minimum or maximum amount or projects to any vendor(s) awarded under this contract. Hays County reserves the right to enter into multiple contracts with the selected vendor(s) under this RFP.

B. Scope of Work

Typical services performed under this contract may include new installation, and repair services. Additional services performed may include emergency service calls for repairs on an as needed basis.

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace plumbing issues at any and all locations, to original design specifications or conditions acceptable to Hays County. The Contractor(s) will perform all required administration, management and quality assurance to ensure proper execution of repair and new projects. All work performed shall be coordinated with the Hays County Representative as applicable to the location of the work.

Services to be included, but not limited to the following:

- Repair and replace water and sanitary sewer piping, (PVC, CPVC, galvanized pipe, copper tubing, and stainless-steel piping), unclog sewer lines.
- Repair and replace gas lines, including excavation if required (backhoe services)
- Replacement and modification of storm sewer, sanitary sewer, domestic water, deionized water and R.O. water systems.
- Welding for pipefitting: Pipefitter must be certified to comply with ASME Boiler Pressure Vessel Code.
- Remove and/or install faucets, steam traps, shower diverters, tub shoes, shower bases, sink & tub drains, soldered copper pipe, cut and thread piping, remove and/or install soldered, threaded, Viega ProPress systems, remove and/or reinstall plastic PVC piping and fittings on an as needed basis, including emergency work and repairs. All plumbing work to comply with current UPC plumbing code.
- Repair of water Distribution Main, up to 12 inches in size of C-900 PVC, Ductile iron pipe and mechanical joint fittings.
- The Respondent shall also provide electric and gas water heater installation, repair and/or replacement.
- The Respondent shall have a variety of solutions and ready access to the parts and materials for each subproject installation or repair.
- The Respondent is responsible for providing all plumbing equipment and materials necessary to complete the work unless specifically excluded in the specific project scope.
- Respondent may be required to work in confined spaces. Proper safety and personnel protective equipment shall be utilized.
- There are two levels of response anticipated, normal and emergency. Normal requests are associated with planned work. Emergency requests will be designated as an emergency by the County when making the request. All requests not specifically identified by the County as emergency are normal requests.

1. Contractor Responsibility:

- The awarded contractor(s) must provide at their own expense, all equipment, materials, supplies, tools, etc. necessary to perform the required services.
- The contractor shall, prior to commencing work, thoroughly examine and become familiar with the area(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. In addition, the contractor shall always maintain a safe work environment. The technician shall report immediately to the County Supervisor or his designee the existence of unsafe condition(s) which will compromise the performance of service. Safety will be the sole responsibility of the contractor. The contractor shall take all necessary precautions for the safety of the County's and contractor's employees and the general public and shall always erect and properly maintain all necessary facility safeguards for the protection of the contractor's employees and the general public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.
- Payment Bond will be required by the Respondent for any individual project associated with the Contract in which the project may exceed twenty-five thousand dollars (\$25,000). Projects exceeding one hundred thousand dollars (\$100,000) will require a Performance Bond, in addition to the Payment Bond per Government Code 2253.
- The County restrooms shall not be used for washing tools and equipment or disposing of any debris or residue into sinks, commodes or trash containers.
- If the awarded contractor(s) fails to properly clean up in a timely manner, the County reserves the right to employ another firm to complete the cleanup and charge the cost thereof to the Contractor(s).
- Work performed must comply with all applicable OSHA standards.
- Work areas shall be clearly marked, and contractor shall provide signs, markers, and barricades as required to identify and minimize any dangers or hazards.
- All accumulated debris, scrap materials, or defective parts removed in the performance of the service shall be disposed of in strict compliance with all applicable environmental rules, regulations, codes, ordinances, and laws.
- Should the Awarded Contractor(s)'s business name change, or should the Awarded Contractor's business be sold, transferred to or assumed by a second party, written notification of the change shall be provided to the County, by the Awarded Contractor, no later than 30-days from the date of change. Failure to provide notification of the aforementioned change(s), within 30-days of the change, may be grounds for contract cancellation without further cause.

2. Employees:

- The Awarded Contractor(s) shall enforce strict discipline and good order among his workforce. The Awarded Contractor(s) is responsible for all behavior and activities of all its employees at all times during the performance of any work under this Contract.
- The Awarded Contractor(s) shall implement and enforce a safety program for his workforce assigned to any projects at the University.
- The Awarded Contractor(s)'s workforce shall be identified as the Awarded Contractor(s)'s employee by either wearing company labeled apparel and/or visible identification badges.
- The Awarded Contractor(s) shall use only licensed, trained, and experienced workforce to perform services on Hays County property. Licensee must be on site at all times performing such work.

- The Awarded Contractor(s) shall have Plumbers on staff that possesses a Master and/or a Journeyman licenses. All Apprentice Plumbers shall have an Apprentice card. The licenses and apprentice cards must be issued by the State of Texas.
- If any Hays County equipment, property, or supplies are lost or damaged due to the fault or negligence of the Respondent, the Respondent's agents or workforce during the performance of work, the Awarded Contractor(s) shall be responsible for the loss. The County reserves the right to require the Awarded Contractor(s) to replace the damaged property or reimburse the County for the Full Value.
- The County reserves the right to request removal of any of the Awarded Contractor(s)'s servicing personnel that the County has deemed to be unsatisfactory. The County is not obligated to provide the reasons for requesting the removal of any of the Awarded Contractor(s)'s personnel.

3. Repair Service:

- Service technicians are to report to the County representative to check in prior to any service. After obtaining the necessary instructions and building access, the technicians shall proceed to the work site.
- Service technician shall inspect the work site and report findings to County representative. No work shall commence until approval has been given by the County Representative.
- Hays County only pays for time on job site. Service technicians must check in prior to work starting and must check out when done.
- At the completion of each repair service, the Contractor shall provide a report of the Plumbing Repair service to the County Supervisor or his designee. Any findings shall be described, along with a list of materials replaced, and total hours of labor.
- At the sole discretion of the County, material may be provided to complete scope of repair work. In addition, the County shall reserve the right to bid outside of the contract when any repair service is over \$10,000.

4. Proposals for Repair Work:

- Repair proposals shall include an itemized list of materials, costs of materials, mark-up percent, labor rates and hours, equipment rental, miscellaneous service, reference location of repair and/or description, County building location of repair, and Job number (if available). Contractor(s) shall also include the appropriate hours and number of Master Plumber/Journeyman/Apprentice/Supervisor/Project Manager.
- In the event of an emergency, a formal written proposal may be waived, however Contractor shall not commence work until explicitly given approval from the County Supervisor or his designee.

5. New Installations:

- Any new installation(s) of plumbing shall be biddable at the sole discretion of the County. No guarantee is given to Contractor awarded specific route where installation will occur.

6. Warranty:

- Warranty on all parts and labor shall be provided at a minimum of 12 months. Parts provided by the County shall not be included under the 12-month warranty.

- The awarded contractor(s) will transfer any warranted to the County for any equipment and materials furnished and installed which have a manufacturer's or factory warranty period greater than one (1) year.

7. On Call/Emergency Services:

- Contractor shall be accessible by a toll-free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The expected two (2) hour response time from initial call notification is required during business days from 7:00 AM to 5:00 PM. If the contractor is notified after business hours, or notification would result in an arrival after 7:00 PM, response time shall be expected the next business day at 7:00 AM provided a two (2) hour time window was provided from notification to expected response time.
- The Contractor shall provide on call services within 24 hours after County's notification of non-critical/ non-emergency repair service requests.
- In an event of a system failure deemed by the County as an emergency, the Contractor shall physically arrive to the County site within three (3) hours of County notification. See the table below for Service Call Classifications and approved response and completion times.
- At the discretion of the County, a separate Contractor can be contacted to respond in critical emergency events should the Contractor not respond in initial contact.

Service Call Classification	Response/Completion
Emergency	Vendor shall respond within 30 minutes of notification and work to completion or contain the emergency. (Work to be completed within 2 calendar days)
Hot/Cold	Vendor shall respond within 30 minutes and alleviate the discomfort. (Work to be completed within 2 business days)
Urgent	Vendor shall respond within 2 hours of notification during normal work hours. (Work to be completed within 3 business days)
Routine	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)
Utility Services	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)

8. Equipment Inspection:

- An initial full equipment inspection will be available to the awarded contractor(s) by site and within a timeframe that will be designated by the County's Authorized Representatives, if they so desire.
- The vendor shall have visited the facilities and shall have inspected all equipment, to be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate, to fully understand any

difficulties and restrictions involved, while attending to the execution of the work with minimal disruption to the operations of the facility.

9. Plumbing System Failures:

- Should any water or wastewater lines and fixtures be out of service for more than one (1) hour due to non-availability of part, or extended time is needed for a repair, the awarded contractor(s) shall immediately notify the County Representative who assigned the work and inform him/her of the situation and provide an estimated time for completion. Contractor(s) shall make recommendations to restore service temporarily to minimize impact to the campus community. The contractor shall make every effort to expedite the service and minimize the disruption to the location being serviced and shall employ every ordinary and extraordinary effort to minimize loss of plumbing functionality.

10. Stoppage of Work:

The County reserves the right to stop work on any project if, in the opinion of the County Supervisor or his designee:

- Materials or work are not in conformance with the OEM specifications, applicable codes, standards, County specifications and/or accepted practices.
- The contractor's activities result in damage to County property.
- The contractor's activity adversely interferes with the normal operation of the facility.
- Contractor's personnel are not properly licensed to perform the work or as it pertains to county facilities the contractor's personnel have not received their security background clearances.
- Any other condition, situation, or circumstance which, in the opinion of the County's Authorized Representatives or Inspector, would be a detriment to the best interests of the County if allowed to persist.

11. Inspection of Work:

- The County reserves the right to inspect the contractor's work at any time to assure compliance with all terms and conditions of this Agreement. All work will be inspected pursuant to applicable codes. All deficiencies noted by the County will be submitted to the contractor for correction. Within thirty (30) calendar days after submission of deficiencies to the contractor, an inspection of the air conditioning system may be conducted to ensure corrective action was taken. Should the deficiencies not be corrected, the contractor shall be liable for any cost incurred by the County to ensure the correction to include, but not limited to, additional inspections, repairs and meetings.

12. Parts:

- All materials supplied to the County shall be industrial and/or commercial grade materials, whichever is better quality, in accordance with the standard of the industry.
- The Respondent is required to provide all of the equipment and materials needed to complete the work unless the items are explicitly deleted by the specific project scope. Any equipment or material given to the Respondent will be the responsibility of the Respondent once it is physically accepted by the Respondent until the work has been accepted by the County's Representative or the unused items returned in good condition according to the terms in the specific job scope. The Respondent will take possession of the material in

accordance with the terms in the specific job scope. Upon agreement the County may provide an indoor or outdoor staging area however, the Respondent will be responsible for anything stored in that area including safeguarding against all types of loss. Materials furnished by the County and not used on the job shall be returned to County's stock for credit to job.

- The Respondent shall have sufficient storage space available for materials and equipment if his office and principal place of business is located greater than fifty (50) miles from the County. The Respondent shall furnish the location of any auxiliary location being used to satisfy this requirement.

C. Qualifications

Hays County is seeking qualified HVAC Contractors with the following minimum qualifications:

- Contractor shall have at least five (5) years of similar plumbing experience and shall submit with their proposal a list of at least three (3) customer references with similar scope of services.
- All plumbing services will be provided and shall use only experienced, trained, and licensed Master and/or Journeyman Licenses. All apprentice Plumbers shall have an Apprentice card. The licenses and apprentice cards must be issued by the State of Texas.
- The Respondent shall operate their business as a Plumbing Contractor with a current and valid Texas Plumbing Contractor License and a Master Plumbing license issued by Texas State Board of Plumbing Examiners. If the Plumbing Contractor is not licensed as a Master Plumber, the Plumbing Contractor may employ an individual who has a valid and current master license assigned to the company, throughout the term of the contract.
- Respondent must obtain approval from the designated County Representative for service requiring more than one licensed plumber. The County will not pay for additional plumbers without prior written approval by the designated County Representative.

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). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

D. 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 not exceed thirty (30) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **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.
- **Table of Contents**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Items that count towards the 30-page limit

- **Profile/Experience of the Organization**
 - 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
- **Fee Schedule**
 - Attachment A: Fee Schedule
- **Quality Assurance & Control Plan**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

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 and should not exceed fifteen (15) pages front and back, not including the appendix materials.

E. 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. **Experience of the Company** **30 points**
Respondents Qualifications and References. Company history with biographies and/or resumes for principal contacts, and company certifications. References and recommendations from current or former clients.
2. **Pricing** **30 points**
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 organization providing the best value, cost and other factors considered.
3. **Capacity to Perform** **40 points**
Proposed methodology of delivering goods or services, the extent to which the methodology meets the County's needs, quality of goods and services proposed, and Respondents ability to provide the good and/or services.

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.

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.

F. 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 PROPOSAL: 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 V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization 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.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

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.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property 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.

Respondent'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.

H. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

I. 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.

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), 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:

Business 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	\$ 100,000.00
Medical Expenses	\$ 10,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	\$1,000,000.00
Employers Liability – Each Employee	\$1,000,000.00
Employers Liability – Policy Limit	\$1,000,000.00

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 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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (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.)		
3 Name of local government officer about whom the information is being disclosed. <div style="border: 1px solid black; height: 30px; width: 100%;"></div> <div style="text-align: center; margin-top: 5px;">Name of Officer</div>		
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.		
<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;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </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;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
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.		
6 <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).		
7		
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 TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that 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 (2 CFR 180.220)

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 (40 U.S.C. 3141-3148), 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 & 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 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (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

⁽¹⁾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.

RFP 2023-P03 Countywide Plumbing

Attachment A: Fee Schedule

- Prior to beginning any repair or replacement, the contractor will troubleshoot the system to diagnose the system's problems. The County shall not incur any extra charge for this service.
- An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.
- Hays County will only be billed for actual hours on the job. The contractors will be required to check in when they arrive to the job site and will be required to check out when completed.
- Mark up on parts and materials shall include the contractors time, labor and travel to obtain the necessary parts for repairs and replacements.

Hourly Charges: Below includes a breakdown of hourly rates.

Licensed MASTER Plumber:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Licensed JOURNEYMAN Plumber:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Licensed APPRENTICE Plumber:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Supervisor/FOREMAN:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Project Manager:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Parts: Contractor’s Percentage of Mark-up from Contractor’s Cost: Please indicate as a Percentage. The County reserves the right to conduct random audits on the pricing submitted.

_____ %

Other Charges: All other charges or potential charges must be clearly identified and described here, otherwise, they will not be allowed by Hays County

Description	Cost
	\$
	\$
	\$
	\$

The undersigned authority affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name: _____

Printed Name: _____

Signature: _____

Email Address: _____

Phone: _____



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

TAMMY CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item

Authorize the County Judge to execute Amendment #1 for a time extension to Task Order #3 as part of the Master Interlocal Agreement between Hays County and Texas State University executed on or about August 18, 2020.

SHELL/T.CRUMLEY

Summary

The Master Interlocal Agreement between the County and Texas State University approved on or about August 18, 2020 formed a long-term partnership between the two entities to conduct various diverse projects and research to conserve, mitigate, restore, and protect the vast amount of natural resources within Hays County. This includes both groundwater and surface water resources, important landscapes that provide diverse ecosystems and biodiversity, sensitive habitat for threatened and endangered species, and sustainability of ecosystem services for the citizens of Hays County. This amendment will extend the time for Task Order #3 until September 30, 2023.

Attached: Task Order #3 - Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends ("BRATWURST"): Component A

Attachments

Amendment #1 to T.O. #3 per TXSTATE MILA

T.O. #3 per TXSTATE MILA_08.10.2021

AMENDMENT TO INTERLOCAL AGREEMENT # 2020-0107, TASK ORDER 3
Amendment Number 1

THIS INTERLOCAL AGREEMENT AMENDMENT is made by and between the State of Texas acting by and through the Hays County (County) and Texas State University (University), and shall become effective when fully executed by both parties.

BACKGROUND

The Receiving Agency and the Performing Agency executed INTERLOCAL MASTER AGREEMENT # 2020-0107 on August 31, 2020 and Task Order 3 executed on a contract on August 10, 2021 concerning the project titled **Blanco River-Aquifers Assessment Tool for water and Understanding Sustainability Trend: Independent Technical Review**.

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interlocal Agreement, Task Order #3 to amend the contract as follows:

AGREEMENT

Project Schedule within the Task Order #3 shall be replaced in its entirety to read as:

Project Schedule:

Project will start on or after July 31, 2021 and be complete no later than September 30, 2023.

All other terms and conditions of the above numbered Interagency Cooperation Contract not hereby amended remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS STATE UNIVERSITY

By: _____

By: _____

Dr. Shreekanth Mandayam

Chief Research Officer

Title

Date: _____

Date: _____

Task Order #3
Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trends:
Independent Technical Review

Project Background:

The Blanco River Basin includes some of the nation's fastest-growing counties. With increased growth comes increased aquifer pumping, and with increased aquifer pumping comes decreased flows to the Blanco River and its springs. A detailed numerical model that accurately simulates surface water and groundwater interaction does not exist for this area and is needed for landowners, communities, and groundwater conservation agencies to better understand and manage groundwater and surface resources in the Blanco River Basin.

Project Description:

The Meadows Center for Water and the Environment within Texas State University ("Texas State") will fund work by Bill Hutchison ("Contractor"). Work performed by the Contractor will be focused on a technical review of the project team's methodology and results during the development of the surface water/groundwater numerical model that which will simulate how the Blanco River interacts with its aquifers. This review will include memorandums summarizing the Contractor's review after each meeting and a general review of the project team's final report.

Hays County Responsibility:

Hays County shall provide advanced funding to Texas State in a not-to-exceed, lump-sum amount of fifty thousand six hundred dollars (\$50,600.00 USD) to contribute toward the work performed by the Contractor and the administrative costs incurred by Texas State. This work order will fund 100% of the Contractor's Scope of Work (Attachment A) as led by Bill Hutchison, for \$44,000.00 (see Attachment A). Administrative costs incurred by Texas State amount to \$6,600.00. Said payment shall be made within fifteen (15) business days of the Effective Date of this Task Order #3.

Texas State Responsibility:

Texas State shall be responsible for retaining the services of the Contractor and will provide input, as needed, to facilitate the work. Texas State shall gather and provide copies of any deliverables provided by the Contractor to Hays County within a reasonable time.

Deliverables:

Under the direction of Texas State, the Contractor will:

- A. Participate in meetings and video conferences as requested.
- B. Complete the Scope of Work as outlined in Attachment A

Texas State, with alternative funding sources, will:

- A. Organize stakeholder and technical committee meetings.
- B. Work with stakeholders to identify sustainability goals.

Project Schedule:

Project will start on or after July 31, 2021 and be complete no later than 12 months after the start date.

Project Budget:

\$50,600.00

Hays County Contact:

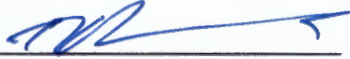
Mark Kennedy
General Counsel
mark.kennedy@co.hays.tx.us (with copy to janice.jones@co.hays.tx.us)
(512) 393.2219

Texas State Contact:


Robert Mace, Ph.D., P.G.
Executive Director, Meadows Center for Water and the Environment
Texas State University
REM142@txstate.edu
512-245-6021

Task Order #2, Blanco River-Aquifers Assessment Tool for Water and Understanding Sustainability Trend: Independent Technical Review, is executed by:

Hays County

BY 
NAME Ruben Becerra
TITLE Hays County Judge
DATE 8-10-2021

Texas State University

BY 
Walter Horton (Aug 5, 2021 09:56 CDT)
NAME Walter E. Horton, Jr., Ph.D.
TITLE Chief Research Officer
Aug 5, 2021
DATE _____

Scope of Work
Bill Hutchison
Attachment A – Task Order 3

I will review all materials at each milestone of the project as defined in SwRI's proposed schedule and using their "components": A) setup and development, B) implementation, and C) sustainability application and final report. My review will consist of:

- Reviewing any provided materials prior to a called meeting;
- Traveling to and attending the meeting and discussing the materials and progress made;
- Reviewing any materials provided at the meeting;

A review of the draft report at the end of the project is also included.

The timing of the work is dependent on SwRI providing materials and calling meetings. The budget contemplated five meetings:

- A kickoff meeting
- Meeting after the coupled model is calibrated
- Meeting to formulate and develop sustainability scenarios
- Meeting to discuss comments on the draft report
- Meeting to discuss responses to comments on the draft report

Some of the meeting's days will be only a technical meeting and some will be a technical pre-meeting followed by a more general stakeholder meeting.

Deliverables for the project will include:

- A memorandum summarizing comments after each meeting (technical or general)
- Comments on the draft report

The final portion of the budget is for subcontractors Sorab Panday and Jim Rumbaugh. Sorab is one of the co-developers of MODFLOW 6. Because this project involves the use of and possible enhancement of MODFLOW 6, Sorab is included as a resource for SwRI if needed to assist with the implementation. Jim is the developer of Groundwater Vistas, which will be used as the graphical interface for the project. Jim is included as a resource for SwRI if needed to assist in implementing the model in Groundwater Vistas.

Activities

Task	Description	Technical Meeting	General Stakeholder Meeting	Material Review
1	Kick off meetings	x	x	x
2	Review Coupled Model, Transient Calibration	x	x	x
3	Formulate and Develop Sustainability Scenarios	x		x
4	Comments on Draft Report	x		x
5	Responses to Draft Report	x		x

Proposed Budget

Task	Description	Bill Hutchison - Meeting Costs and Exp	Bill Hutchison - Material Review Time	Sorab Panday - MODFLOW 6 Support (if needed)	Jim Rumbaugh - GW Vistas Support (if needed)	Task Total
1	Kick off meetings	\$4,000	\$1,000	\$0	\$0	\$5,000
2	Review Coupled Model, Transient Calibration	\$4,000	\$3,000	\$7,500	\$7,500	\$22,000
3	Formulate and Develop Sustainability Scenarios	\$4,000	\$1,000	\$0	\$0	\$5,000
4	Comments on Draft Report	\$4,000	\$3,000	\$0	\$0	\$7,000
5	Responses to Draft Report	\$4,000	\$1,000	\$0	\$0	\$5,000
Total		\$20,000	\$9,000	\$7,500	\$7,500	\$44,000



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of the FY 2023 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF) and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office has received funding from the Drug Enforcement Administration to offset overtime costs for the deputy assigned to the OCDETF Program. Funding refers to the following programs, no county match is required.

OCDETF, SW-TXW-118H Operation Brock, \$5,000
OCDETF, SW-TXW-0947 Operation Catracho Pijin, \$2,000
OCDETF, SW-TXW-0991 Operation Wachale, \$2,000
OCDETF, SW-TXW-0967 Operation Carrera De Tortugas, \$3,000

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-069.4301/5032

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$12,000) - Increase Intergovernmental Revenue 001-618-99-069.4301

\$12,000 - Increase Overtime Expense 001-618-99-069.5032

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenues and Overtime Expense

New Revenue Y/N?: Yes, \$12,000 Intergovernmental Revenue

Comments:

Attachments

Operation Carrera de Tortugas

Operation Wachale

Operation Catracho Pijin

Operation Brock

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS / UEI #:

Federal Tax Identification:

EXO USE ONLY

DC#: Z-32-

Amount Requested:

Amount requested should match the amount calculated on the Initial Funding Form, Page 2

Number of Officers Listed:

OCDETF Investigation / Strategic Initiative Number:

Operation Name:

From:

Beginning Date of Agreement

To:

Ending Date of Agreement

Federal Agency Investigations Number:

Addendum A in use? Y N

State & Local Organization

Narcotics Supervisor:

Telephone Number:

Email Address:

Sponsoring Federal Agency(ies):

**Sponsoring Federal Agency(ies)
Group / Squad Supervisor:**

Telephone Number:

Email Address:

State & Local Organization Name:

Address to receive OCDETF paperwork (no PO Boxes): Attention: *

*** Include the name of the person the form should be mailed to**

Please provide the name, telephone number, and email address for the financial staff person at the State & Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name:

Telephone Number:

Email Address:

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement Initial Funding Form
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE

OCDETF Case #: _____

Amount Requested: _____

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date (which cannot be prior to the case approval date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance

Takedown

Trial/Court

Wire

Approved
Pending

Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount: *(Required)*

Average Officer Overtime Rate::

Estimated overtime hours for your active
investigation plan, from the agreement start date:

Prior year agreement spending,
if any:

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

This Agreement is between the above-named State & Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State & Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State & Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2023.
2. No individual agreement with a State & Local Organization may exceed \$25,000, and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding needed. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each reimbursable agreement will be allowed no more than five (5) modifications per year. Amendments or changes in the amount of the agreement after an agreement has been executed must be agreed to by all approving officials. If the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. As a best practice, no increase modifications should be submitted if there are no bills entered on the agreement in MIS. These amendments or changes must be transmitted by a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. Deobligations only require the initials of the OCDETF Program Specialist. The signed Modification Memo should be returned to the State & Local Organization and included in the region's State & Local agreement file and be available upon request.
4. If an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an agreement is dated October 1st, and there is no activity by December 30th, the agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will run a 90-day inactivity report from MIS monthly to identify inactive agreements eligible for deobligation. The OCDETF EXO will assist with the monitoring of the aging agreements. Further, if a State & Local Organization determines that it is no longer performing work under a particular agreement, a Funding Change Notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State & Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Organization) on the Investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the “full-time” expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Organization or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be approved by the RCG and attached as an Addendum A to the agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.
11. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State & Local Organization is responsible for ensuring that this annual payment is not exceeded. The Regional Program Specialist Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
12. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State & Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved agreement. The agencies are agreeing to adhere to these additional requirements and must have written approval by the RCG for any exceptions to the regional policies.
16. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the agreement. Under no circumstances may a State & Local Agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment.

OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

17. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the agreement. Under no circumstances may a State & Local Agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
18. The State & Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
19. The State & Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State & Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State & Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State & Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State & Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STATE & LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED
TO PARTICIPATE IN THE STATE & LOCAL OVERTIME AND
AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS**

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

OCDETF Officer Form (Continued)

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			

Addendum A

Definition of “Full-Time Participation” Exemption

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS / UEI #:

Federal Tax Identification:

EXO USE ONLY

DC#: Z-32-

Amount Requested:

Amount requested should match the amount calculated on the Initial Funding Form, Page 2

Number of Officers Listed:

OCDETF Investigation / Strategic Initiative Number:

Operation Name:

From:

Beginning Date of Agreement

To:

Ending Date of Agreement

Federal Agency Investigations Number:

Addendum A in use? Y N

State & Local Organization

Narcotics Supervisor:

Telephone Number:

Email Address:

Sponsoring Federal Agency(ies):

**Sponsoring Federal Agency(ies)
Group / Squad Supervisor:**

Telephone Number:

Email Address:

State & Local Organization Name:

Address to receive OCDETF paperwork (no PO Boxes): Attention: *

*** Include the name of the person the form should be mailed to**

Please provide the name, telephone number, and email address for the financial staff person at the State & Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name:

Telephone Number:

Email Address:

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement Initial Funding Form
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE

OCDETF Case #: _____

Amount Requested: _____

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date (which cannot be prior to the case approval date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance

Takedown

Trial/Court

Wire

Approved
Pending

Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount: *(Required)*

Average Officer Overtime Rate::

Estimated overtime hours for your active
investigation plan, from the agreement start date:

Prior year agreement spending,
if any:

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

This Agreement is between the above-named State & Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State & Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State & Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2023.
2. No individual agreement with a State & Local Organization may exceed \$25,000, and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding needed. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each reimbursable agreement will be allowed no more than five (5) modifications per year. Amendments or changes in the amount of the agreement after an agreement has been executed must be agreed to by all approving officials. If the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. As a best practice, no increase modifications should be submitted if there are no bills entered on the agreement in MIS. These amendments or changes must be transmitted by a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. Deobligations only require the initials of the OCDETF Program Specialist. The signed Modification Memo should be returned to the State & Local Organization and included in the region's State & Local agreement file and be available upon request.
4. If an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an agreement is dated October 1st, and there is no activity by December 30th, the agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will run a 90-day inactivity report from MIS monthly to identify inactive agreements eligible for deobligation. The OCDETF EXO will assist with the monitoring of the aging agreements. Further, if a State & Local Organization determines that it is no longer performing work under a particular agreement, a Funding Change Notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State & Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Organization) on the Investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the “full-time” expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Organization or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be approved by the RCG and attached as an Addendum A to the agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.
11. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State & Local Organization is responsible for ensuring that this annual payment is not exceeded. The Regional Program Specialist Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
12. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State & Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved agreement. The agencies are agreeing to adhere to these additional requirements and must have written approval by the RCG for any exceptions to the regional policies.
16. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the agreement. Under no circumstances may a State & Local Agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment.

OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

17. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the agreement. Under no circumstances may a State & Local Agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
18. The State & Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
19. The State & Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State & Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State & Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State & Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State & Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STATE & LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED
TO PARTICIPATE IN THE STATE & LOCAL OVERTIME AND
AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS**

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

OCDETF Officer Form (Continued)

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			

Addendum A

Definition of “Full-Time Participation” Exemption

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS / UEI #:

Federal Tax Identification:

EXO USE ONLY

DC#: Z-32-

Amount Requested:

Amount requested should match the amount calculated on the Initial Funding Form, Page 2

Number of Officers Listed:

OCDETF Investigation / Strategic Initiative Number:

Operation Name:

From:

Beginning Date of Agreement

To:

Ending Date of Agreement

Federal Agency Investigations Number:

Addendum A in use? Y N

State & Local Organization

Narcotics Supervisor:

Telephone Number:

Email Address:

Sponsoring Federal Agency(ies):

**Sponsoring Federal Agency(ies)
Group / Squad Supervisor:**

Telephone Number:

Email Address:

State & Local Organization Name:

Address to receive OCDETF paperwork (no PO Boxes): Attention: *

*** Include the name of the person the form should be mailed to**

Please provide the name, telephone number, and email address for the financial staff person at the State & Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name:

Telephone Number:

Email Address:

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement Initial Funding Form
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE

OCDETF Case #: _____

Amount Requested: _____

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date (which cannot be prior to the case approval date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance

Takedown

Trial/Court

Wire

Approved
Pending

Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount: *(Required)*

Average Officer Overtime Rate::

Estimated overtime hours for your active
investigation plan, from the agreement start date:

Prior year agreement spending,
if any:

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

This Agreement is between the above-named State & Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State & Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State & Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2023.
2. No individual agreement with a State & Local Organization may exceed \$25,000, and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding needed. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each reimbursable agreement will be allowed no more than five (5) modifications per year. Amendments or changes in the amount of the agreement after an agreement has been executed must be agreed to by all approving officials. If the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. As a best practice, no increase modifications should be submitted if there are no bills entered on the agreement in MIS. These amendments or changes must be transmitted by a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. Deobligations only require the initials of the OCDETF Program Specialist. The signed Modification Memo should be returned to the State & Local Organization and included in the region's State & Local agreement file and be available upon request.
4. If an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an agreement is dated October 1st, and there is no activity by December 30th, the agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will run a 90-day inactivity report from MIS monthly to identify inactive agreements eligible for deobligation. The OCDETF EXO will assist with the monitoring of the aging agreements. Further, if a State & Local Organization determines that it is no longer performing work under a particular agreement, a Funding Change Notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State & Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Organization) on the Investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the “full-time” expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Organization or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be approved by the RCG and attached as an Addendum A to the agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.
11. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State & Local Organization is responsible for ensuring that this annual payment is not exceeded. The Regional Program Specialist Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
12. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State & Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved agreement. The agencies are agreeing to adhere to these additional requirements and must have written approval by the RCG for any exceptions to the regional policies.
16. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the agreement. Under no circumstances may a State & Local Agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment.

OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

17. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the agreement. Under no circumstances may a State & Local Agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
18. The State & Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
19. The State & Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State & Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State & Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State & Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State & Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STATE & LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED
TO PARTICIPATE IN THE STATE & LOCAL OVERTIME AND
AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS**

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

OCDETF Officer Form (Continued)

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			

Addendum A

Definition of “Full-Time Participation” Exemption

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS / UEI #:

Federal Tax Identification:

EXO USE ONLY

DC#: Z-32-

Amount Requested:

Amount requested should match the amount calculated on the Initial Funding Form, Page 2

Number of Officers Listed:

OCDETF Investigation / Strategic Initiative Number:

Operation Name:

From:

Beginning Date of Agreement

To:

Ending Date of Agreement

Federal Agency Investigations Number:

Addendum A in use? Y N

State & Local Organization

Narcotics Supervisor:

Telephone Number:

Email Address:

Sponsoring Federal Agency(ies):

**Sponsoring Federal Agency(ies)
Group / Squad Supervisor:**

Telephone Number:

Email Address:

State & Local Organization Name:

Address to receive OCDETF paperwork (no PO Boxes): Attention: *

*** Include the name of the person the form should be mailed to**

Please provide the name, telephone number, and email address for the financial staff person at the State & Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name:

Telephone Number:

Email Address:

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2023 Agreement Initial Funding Form
FOR THE USE OF THE STATE & LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE

OCDETF Case #: _____

Amount Requested: _____

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date (which cannot be prior to the case approval date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

Surveillance

Takedown

Trial/Court

Wire

Approved
Pending

Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount: *(Required)*

Average Officer Overtime Rate::

Estimated overtime hours for your active
investigation plan, from the agreement start date:

Prior year agreement spending,
if any:

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

This Agreement is between the above-named State & Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State & Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State & Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2023.
2. No individual agreement with a State & Local Organization may exceed \$25,000, and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding needed. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each reimbursable agreement will be allowed no more than five (5) modifications per year. Amendments or changes in the amount of the agreement after an agreement has been executed must be agreed to by all approving officials. If the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. As a best practice, no increase modifications should be submitted if there are no bills entered on the agreement in MIS. These amendments or changes must be transmitted by a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF Executive Office in a timely manner not to exceed thirty (30) days. Deobligations only require the initials of the OCDETF Program Specialist. The signed Modification Memo should be returned to the State & Local Organization and included in the region's State & Local agreement file and be available upon request.
4. If an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an agreement is dated October 1st, and there is no activity by December 30th, the agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will run a 90-day inactivity report from MIS monthly to identify inactive agreements eligible for deobligation. The OCDETF EXO will assist with the monitoring of the aging agreements. Further, if a State & Local Organization determines that it is no longer performing work under a particular agreement, a Funding Change Notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State & Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Organization) on the Investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the “full-time” expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Organization or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be approved by the RCG and attached as an Addendum A to the agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.
11. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State & Local Organization is responsible for ensuring that this annual payment is not exceeded. The Regional Program Specialist Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
12. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State & Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain for a period of six (6) years, complete and accurate records and accounts of all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site inspection and auditing of such records and accounts.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Those regional policies will be documented in the Addendum B and attached to the approved agreement. The agencies are agreeing to adhere to these additional requirements and must have written approval by the RCG for any exceptions to the regional policies.
16. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the agreement. Under no circumstances may a State & Local Agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment.

OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

17. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the agreement. Under no circumstances may a State & Local Agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
18. The State & Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
19. The State & Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State & Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State & Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State & Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State & Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STATE & LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED
TO PARTICIPATE IN THE STATE & LOCAL OVERTIME AND
AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS**

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

OCDETF Officer Form (Continued)

State & Local Organization: _____

OCDETF Investigation / Strategic Initiative Number: _____

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			

Addendum A

Definition of “Full-Time Participation” Exemption

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to accept a \$100.00 donation from Wesley B. Alexander and amend the budget accordingly.
INGALSBIE/CUTLER

Summary:

The Sheriff's Office received a donation from a citizen for two deputies who responded to the citizens house due to a faulty alarm system. A letter is attached.

Fiscal Impact:

Amount Requested: None

Line Item Number: 052-618-00.4610/5222

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$100) - Increase Contributions 052-618-00.4610

\$100 - Increase Crime Prevention 052-618-00.5222

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes

Comments:

Attachments

Donation letter

Wesley B. Alexander
PO Box 1888
800 Cave Springs Drive
Wimberley, TX 78676

Hays County Sheriff's Office
810 S. Stagecoach Trail
San Marcos, TX 78666

Attn: Gary Cutler

I wanted to send a quick note thanking the two officers who responded to a failure on my alarm system on 9-30-22. The system has had a low battery message that couldn't be confirmed and also communication errors with the wireless connection used. I have been working recently with Sammy Falletta of Secure and Smart Services in San Marcos to correct the problem.

The 9-30-22 failure sent a 911 panic alarm which I didn't initiate, and subsequently didn't receive the call from the alarm monitor to verify whether I was home or whether I had initiated the alarm. No audible alarm sounded and the alarm panels didn't show the error.

The two officers who responded were on site very quickly, totally professional, helpful, and understanding of the situation. With all that HCSO is faced with daily, I wanted to apologize to you and the officers for this unnecessary response...which is always my biggest worry having a monitored alarm system.

In the 17 years of owning property and living in Hays County I am proud to support all first responders who serve us. Please accept the following donation for the benefit of HCSO officers and families who serve Hays County.

Sincerely,



Wesley B. Alexander



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Agenda Item:

Authorize a waiver to the purchasing policy and pre-payment to vendor for the Sheriff's Office to use Ethos Survival Inc. to purchase Narcan holsters. **SHELL/CUTLER**

Summary:

At this time, the Sheriff's Office is requesting a purchasing exception to purchase Narcan holsters. The vendor, Ethos Survival Inc., provides a hard case that holds two nasal spray applications. It also includes a closing lid to protect the contents. The unit price for this holster is \$49.95, and the S.O. is requesting to purchase 97 each, a total of \$4,846.00. Funding is available in the Sheriff's Office Law Enforcement Supplies general ledger.

Fiscal Impact:

Amount Requested: \$4,486.00 plus any applicable shipping costs
Line Item Number: 001-618-00.5206

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: requires a Purchasing Policy Wavier of three quotes.
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Melody Barron, Hays County Law Librarian

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a renewal agreement for \$20,321.00 for the Lexis Digital Law Library for use by Hays County Law Library patrons and authorize a discretionary exemption pursuant to Texas Local Government Code, 262.024 (a)(7)(B). **SHELL/BARRON**

Summary:

Respectfully submitted for the Commissioners Court consideration and approval is a renewal subscription agreement with LexisNexis for the LexisNexis Digital Library. The subscription agreement is for one year to allow the Law Librarian to evaluate the platform's usage and determine if future agreements should include or exclude content. The FY 2023 Law Library fund budget includes the required funding for the agreement.

The Digital Library provides residents of Hays County access to e-books outside of the Law Library, 24 hours a day, seven days a week. The e-books are secondary legal research resources available off-site and on-site to the public. Secondary sources are materials that discuss, explain, and analyze the law. Secondary sources help patrons learn about an area of law and provide citations to relevant statutes and cases. The subscription agreement includes legal forms and information books covering litigation, civil, family, probate, and criminal law. The LexisNexis Digital Library enables patrons to access legal research materials at the most convenient location, day, and time for their research. For patrons without computer access, a phone app is available for use on smartphones. Patrons can access the resources with unlimited access inside the Law Library and without an account. To access off-site, patrons can email the Law Library to request an account.

Per Section 323.023 of the Texas Local Government Code, Law Library funds are for purchasing electronic research and print materials for use by Judges, attorneys, and County residents representing themselves in legal matters. These materials will be accessible to county employees, attorneys, and Hays County residents.

Lexis is the sole source provider of the Lexis Digital Library and will be acquired through a discretionary exemption pursuant to Texas Local Government Code, 262.024 (a)(7)(B).

Fiscal Impact:

Amount Requested: \$20,321

Line Item Number: 084-690-00.5448

Budget Office:

Source of Funds: Law Library Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code, 262.024 (a)(7)(B) for books.

G/L Account Validated Y/N?: Yes, Contract Services

New Revenue Y/N?: N/A

Comments:

Attachments

Renewal Agreement

"Subscriber" (or "You" or "Your", in uppercase or lowercase): Hays County Law Library

"LN" (or "We" or "Us"): LexisNexis, a division of RELX Inc.

You agree to purchase or license from Us, the LN products and services elected below (each a **"Publication Service"**). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth in this Order (including the Riders) and at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms") which are incorporated herein by reference and which collectively with this Order (including the Riders) are referred to as this "Agreement". All capitalized terms not otherwise defined in this Order have the meaning given to them in the Pub. Svcs. Terms.

1. TERM

- 1.1. The term of this Agreement will commence on the date this Agreement has first been accepted by both parties and will continue for the following periods (each a "Committed Period") (check the appropriate one for each Year):

"Year 1": ☐ 12 months after Year 1 Start Date or ☒ 11/1/2022 to 10/31/2023;
 "Year 2": ☐ the 12 months immediately following Year 1 or ☐ to or ☐ N/A;
 "Year 3": ☐ the 12 months immediately following Year 2 or ☐ to or ☐ N/A;
 "Year 4": ☐ the 12 months immediately following Year 3 or ☐ to or ☐ N/A;

(collectively, the **"Term"**).

- 1.2. "Start Date" is a defined term that applies when a Digital Library is ordered, and is the earlier of the first day of the first calendar month: (i) during which you initially have access to the Development Site or (ii) which occurs (i.e., is current) 30 days after this Agreement is fully executed by both parties.
- 1.3. This Agreement may be terminated during the Term for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach. If this Agreement is properly terminated during a Commitment Period in which funds are due to LN, then LN will prorate annual commitment amounts for such Commitment Period. The basis of such proration shall be the number of full or partial months this Agreement is in effect during such Commitment Period divided by 12.

2. LEXISNEXIS DIGITAL LIBRARY SERVICE AND COMMITMENT

- 2.1. During the Term, LN grants you the right to access the Digital Library and the Digital Library eBooks for use on your Authorized Users' computers and supported mobile devices. Authorized User has the meaning set forth in the Pub Svcs. Terms. You will also have the ability to acquire content directly from OverDrive (the "OverDrive Content"). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between you and OverDrive and LN disclaims any and all liability for the OverDrive Content. You will be billed for the OverDrive Content directly by OverDrive.
- 2.2. LN will begin creating your Digital Library after this Agreement becomes binding on both parties. There will be a set-up period of approximately four weeks before you will have access to the Digital Library. You will be invoiced monthly for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks).
- 2.3. During the Initial Term, you will pay to LN the following Commitment Amounts:

Commitment Period	Digital Library eBooks (Rider No. 1) Commitment	Application Service Fee Commitment	Total Commitment (Digital Library)
Year 1	14,669	\$4,120	\$18,789 (eBooks & Application Service Fee \$1532 (S/H on Rider 1 matching free print Tax not included)
Year 2			
Year 3			
Year 4			

The Digital Library eBooks Commitment Amounts may be adjusted over the Term as Permitted Adjustments (defined below) and permitted adjustments to the Preferred Customer Discount are made. All Digital Library eBooks are provided on a Service Subscription basis.

- 2.4. Digital Library eBook titles shall be set to allow an unlimited number of users within your organization to access titles or volumes within them ("Simultaneous Access").

Notwithstanding the copy entitlements described herein, Publications from The Florida Bar, ABA, AHLA, ALM, some state code titles, and certain other licensed publications may be excluded and some Publications may only be made available to you on a single copy/single user basis. For a complete list of Publications excluded, please ask your representative.

- 2.5. **"Matching Print"** is any Non-Digital Library Publication to which you subscribe when you have also subscribed to that Publication in a Digital Library eBook format and quantity during the same period.

Your **Matching Discount** is 100% and may be applied on no more than the number listed as **Maximum Matching Print Quantities** in the column on Rider 1. This number is calculated as 60% of the quantity of each Digital Library eBook title to which your Simultaneous Access is based, and any fractional quantities are rounded. Any additional copies you elect to purchase will be priced

at then-current upkeep prices minus any discounts you may have been receiving on such titles immediately before this Agreement was signed.

The Matching Discount is provided for the Term of this Agreement in recognition of your adoption of the Digital Library. ALM, some state code titles and certain other licensed publications may be excluded from one or both of these models. For further details, please ask your representative.

- 2.6. LN will provide you with **Print without Matching Discount** as listed on the attached **Rider 2**. In exchange for the Publications listed on Rider 2, you will pay to LN the annual Commitment Amount of **\$0 for Service Subscriptions and \$0 (Estimated) for Non-Service Subscriptions** for such Publications for Year 1. In subsequent

years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a 3% fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount will receive an additional 5% discount on all Updates (defined below).

3. PREFERRED CUSTOMER STATUS, PUBLICATION CHANGES, AND THRESHOLD SPEND AMOUNT

- 3.1. Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("**All LN Products**") as determined based on the 12 months prior to the date this Agreement is executed by you, you are considered a "**Preferred Customer**" of LN and will receive special pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount, or terminate this Agreement, upon 30 days written notice to you.
- 3.2. During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period, as the case may be ("**Permitted Adjustments**"). If Permitted Adjustments to the titles or quantities are made, then the following rules will apply:
- i. Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
 - ii. You may purchase entitlements for cancelled Digital Library eBook titles in Year 1 or thereafter on a single user entitlement per copy basis. To restore simultaneous access for such re-purchased Digital Library eBook titles, you must repurchase a whole number quantity of such title at the then-current list price, such that the total spent on that Digital Library eBook title for all quantities now meets or exceeds the price paid when cancelled.
 - iii. Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous use entitlement. Any new Publications added at a quantity of less than 4 will be given one user, one copy entitlement and are not entitled to the "Matching Discount" described above. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.
- 3.3. Your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the "**Threshold Spend**" amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publication of lesser value or removal of Publications shall require you to continue to pay the Threshold Spend.

4. CONFIDENTIAL INFORMATION

This Agreement contains confidential information, including pricing information, of LN (the "**Confidential Information**"). You understand that disclosure of Confidential Information could cause competitive harm to LN. You agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person.

5. This Agreement is subject to acceptance by LN, which acceptance may be evidenced by signature or by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

Agreed to and accepted by:

"Subscriber": Hays County Law Library	
[MUST BE COMPLETED BY YOU]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
"Signature Date":	
Number of Authorized Users for Digital Library:	

Rider 1: Digital Library eBooks for Hays County Law Library

rider created 9/8/22 9:47 PM

Pub	eBook ISBN	eBook Title	QTY_	Year1	Maximum Matching Print Qty
00719	9780327173267	Texas Litigation Guide	UNL	\$8,885	1
45890	0009458901266	Tx Criminal Continuity	UNL	\$220	1
00712	9781579118280	Texas Criminal Practice Guide	UNL	\$4,918	1
07184	0009071840003	Texas Criminal Forms	1	\$226	NA
07189	0009071890008	Texas Criminal Jury Charges	1	\$226	NA
07194	0009071940000	Texas Probate Forms & Procedures	1	\$195	NA
Grand Total				\$14,669	

Publications without Matching Discount SERVICE SUBSCRIPTIONS

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>1st Year Renewal Price</i>
First Year Service Subscription Total						\$ -

Publications without Matching Discount NON-SERVICE SUBSCRIPTIONS

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>Est. No. of Updates/Yr</i>	<i>Est. Y1 NS List Upkeep Cost Per</i>	<i>QTY</i>	<i>Est. Y1 NS Extended Cost</i>
Est. First Year Non-Service Subscription Total									\$ -

"Subscriber": Hays County Law Library**"LN":** LexisNexis, a division of RELX Inc.

This Alliance Supplemental Terms Addendum for LexisNexis Digital Library ("Addendum") amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

A. American Bar Association ("ABA")

ABA Publications are excluded from any incentives, discounts, and promotions, including the Matching Discount, other than any quantity discounts.

B. American Lawyer Media ("ALM")

ALM Publications are excluded from any incentives, discounts, and promotions, including the Matching Discount, and are not sold in print by LexisNexis.

C. James Publishing ("James")

James Publications are excluded from Matching Discounts and are not sold in print by LexisNexis.

D. Carolina Academic Press ("CAP")

CAP Publications are excluded from Matching Discounts and not sold in print by LexisNexis.

E. American Health Lawyers Association ("AHLA")

AHLA Publications are excluded from any incentives, discounts, and promotions, including the Matching Discount.

F. Florida Bar ("FL Bar")

FL Bar Publications are excluded from New Business Incentives.

G. Washington State Bar Association ("WSBA")

WSBA Publications are excluded from any incentives, discounts, and promotions, including the Matching Discount, other than any specific quantity discounts.

H. General Terms

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by

"Subscriber": Hays County Law Library
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:
Printed Name:
Job Title:
Date:

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. YOU MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PROVIDING ACCESS TO THE PRODUCTS REFERENCED HEREIN OR OTHERWISE INITIATING ITS PERFORMANCE UNDER THIS ADDENDUM.

This Agreement Addendum (this “Addendum”) amends and supplements the terms of the Publication Service agreement between LexisNexis, a division of RELX Inc. (“LN”) and Hays County Law Library, a city, state, county or other local government agency (“Subscriber”). The Agreement shall consist of the Order (including the Riders), the LexisNexis Publication Services Terms and Conditions viewable at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the “Pub. Svcs. Terms”), which are incorporated into the Agreement by reference and made a part thereof (collectively the “Agreement”).

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber’s State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
3. **Section 2.4 of the Pub. Svcs. Terms.** If Subscriber declines to utilize the Subscriber Documents feature as stated in Section 2.4 of the Pub. Svcs. Terms, and Subscriber provides LN written notice of such intention, LN will disable the Subscriber Documents Feature and Section 2.4 of the Pub. Svcs. Terms shall not be applicable to Subscriber once disabled.
4. **Non-Discrimination.** LN does not, in the hiring of employees for the performance of work under the contract or any subcontract, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, discriminate against any citizen of the state of Ohio in the employment of a person qualified and available to perform work which the Agreement relates. Further, LN does not discriminate against, intimidate or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability or military status as defined in 4112.01 of the Revised Code, national origin or ancestry.
5. **Non-Appropriation of Funds.** If funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any year of the Term upon no less than 30 days’ prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.
6. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Digital Library Publications and any and all Materials made available through the Pub. Svcs. Terms. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Digital Library Publications as set forth in the Pub. Svcs. Terms.
7. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.
8. **Limitation of Liability.** Subscriber, as a State entity, does not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.
9. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the

indemnification provision in the Pub. Svcs. Terms. Any provision providing for the payment of liquidated or cover damages is deleted.

10. **Warranties.** LN's warranties for the Publication Services are set forth in the Pub. Svcs. Terms. Any Subscriber provided provisions in the Agreement which sets forth additional warranties is deleted.
11. **Assignment and Subcontracting.** Notwithstanding anything to the contrary in the Agreement, LN shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. LN may also subcontract the performance of this Agreement so long as LN remains primarily liable to the State for the performance of its obligations hereunder. Any provision which attempts to prohibit LN from offshoring or outsourcing the services to be performed is deemed struck unless expressly accepted by LN in a separate writing.
12. **Confidential Information.** Notwithstanding anything in the Agreement to the contrary, this Agreement contains confidential information including pricing information, of LN (the "Confidential Information"). Subscriber understands that disclosure of Confidential Information could cause competitive harm to LN. Subscriber agrees to receive and maintain Confidential Information in trust and confidence and shall not disclose Confidential Information except in accordance with and only to the extent required by State Law.
13. **Miscellaneous.**
- 13.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.
- 13.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Publication Service.
- 13.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Publication Service.

AGREED TO AND ACCEPTED BY:

Subscriber: Hays County Law Library	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	_____
Job Title:	_____
Date:	_____

This Addendum is subject to acceptance by LN, which acceptance will be evidenced by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

"Subscriber": Hays County Law Library**"LN":** LexisNexis, a division of RELX Inc.

This LexisNexis Digital Library Additional Access Methods Addendum ("Addendum") amends and supplements the terms of the LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"). The parties agree to the following:

A. Definitions of Authorized Users and Restricted Access Users

The definition of "Authorized Users" in DLMYP 2.1 is hereby revised to refer to Subscriber's (1) employees, (2) temporary employees, (3) contractors, (3) Guest Access Users, and (4) Restricted Access Users.

"Guest Access Users" is hereby defined as those users accessing the LexisNexis Digital Library on a terminal provided by Subscriber or on Guest Access Users' laptops or mobile devices.

"Restricted Access Users" is hereby defined as Subscriber's other legal professional library patrons that do not fall into another category mentioned in the definition of Authorized Users.

B. Authentication Types and Lending Privileges Permitted

The following authentication types and borrowing privileges are permitted for each Authorized User type below, and Subscriber shall enforce these permissions. In addition to other rights stated in the Agreement, LN shall have the right to suspend or terminate Subscriber's access to the Digital Library immediately if LN believes Subscriber is in violation of these terms.

Subscriber's Authorized User Type	Authentication Type	Borrowing Privileges
Employees, temporary employees and/or contractors	ID and Password or other LN-authorized, individually identifying authentication method	<ul style="list-style-type: none">Number of eBooks that can be checked out at one time and permitted checkout length are at Subscriber's discretion, subject to any system limitations
Guest Access Users	IP address that is only accessible from within the library's physical building	<ul style="list-style-type: none">Lending periods of one (1) day maximum are permitted.Only one eBook at a time may be checked out by a Guest Access User.
Restricted Access Users	ID and Password	<ul style="list-style-type: none">Lending periods shall be no shorter than seven (7) days.Only one eBook at a time may be checked out by a Restricted Access User.

C. General Terms

This Addendum and the Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by:

"Subscriber": Hays County Law Library
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name:
Job Title:
Date:

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER ACCEPTS THIS ADDENDUM BY SIGNING ABOVE. LN ACCEPTS THIS ADDENDUM BY PERFORMING ACCORDING TO THIS ADDENDUM.



September 14, 2022

Hays County Law Library
Melody Barron
712 S Stagecoach TR STE 1071
San Marcos TX 78666

RE: Account # 0099947995

Dear Valued Customer:

This is to acknowledge your recent inquiry regarding sole source.

LexisNexis® Matthew Bender®, Michie™, Shepard's®, Anderson Publishing® and Gould Publications™, Mealey's and FLP are divisions of Reed Elsevier, Inc., and is the sole source of all Matthew Bender, Michie, Shepard's, Anderson Publishing and Gould Publishing, Mealey's and FLP products. LexisNexis alone determines the pricing of all its products.

All billing documents and letterhead will be named under the legal entity of **LexisNexis Matthew Bender**. However, the name to use for tax identification purposes is **Matthew Bender & Company, Inc., d/b/a LexisNexis Matthew Bender**. Our tax identification number is **14-0499170** and remains unchanged.

Our central remittance address is 28544 Network Place, Chicago, IL 60673-1285. Checks should be made payable to Matthew Bender & Co., Inc.

Did you know that you are able to view billing documents, request a refund or process your missing pages using our Print & CD Service Center? Please visit our website at www.lexisnexis.com/printedsc. You will need your 10-digit account number and password to access this information.

If we may be of further assistance, or if you have any questions regarding a W-9, please contact our Customer Support Department toll-free at 800-833-9844. We are available Monday through Friday from 8 a.m. until 8 p.m. eastern time. You may also fax us any time at 800-643-1280 or visit our self-service portal available 24/7 at support.lexisnexis.com/print.

Sincerely,

Kimberly Mastrianni



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Judge Andy Cable

Sponsor:

Commissioner Shell

Agenda Item:

Authorize a purchasing wavier for the Justice of the Peace, Pct. 3 Office to add security camera's and equipment to the Precinct 3 Building utilizing the Justice Court Building Security Fund and amend the budget accordingly. **SHELL/CABLE**

Summary:

The JP 3 Office is requesting a new network video recorder (NVR) with two additional cameras and panic buttons be installed for increased security measures. Funding is available within the Justice Court Building Security Fund for the one-time costs. The monthly monitoring fee will be covered by the Building Maintenance utility budget for the precinct 3 building.

Fiscal Impact:

Amount Requested: \$6,894.36 one-time costs
\$51.95 monthly monitoring fee
Line Item Number: 110-628-00.5719_400/700 equipment
001-695-00.5480_170 monitoring

Budget Office:

Source of Funds: Justice Court Building Security Fund & General Fund
Budget Amendment Required Y/N?: Yes
Comments: Funds will be moved to the appropriate JP budget line item within the special revenue fund. The general fund budget will absorb the monthly fee for monitoring services with the available utility budget for the pct. 3 building.
\$5,300 - Increase JP3 Misc. Equipment_Capital 110-628-00.5719_700
\$1,595 - Increase JP3 Misc. Equipment_Operating 110-628-00.5719_400
(\$6,895) - Decrease Non-Dept General Supplies 110-000-00.5201

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Purchasing wavier required for three quotes
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Security One NVR Quote
Security One Panic Button Quote
NVR Network Switch Quote

SECURITY ONE INC.

716 W. Byrd Blvd.
 Universal City, Texas 78148
 (210) 341-8900

**PROPOSAL**

NAME Hays County PCT3 PHONE 512-847-5532
 ADDRESS 200 Still Water
 CITY Wimberley TEXAS 78676
 ACCT #: Camera System CSID: _____ ☒ Tax Exempt?
 DATE: October 24, 2022 ☒ CHARGEABLE ☐ NON-CHARGEABLE
 This proposal is valid for 60 days from above date.

DESCRIPTION OF WORK

Installation of a new 16 channel NVR to replace current Speco NVR, we will re-hook 7 existing Cameras with 2 new Cameras as follows 1 Camera by windows in Tax Office facing Counter walkway, 1 Camera at rear of bldg. facing towards the entry doors. The NVR will be connected to customer's Internet to set up to view on any Mobile Device or Computer as needed. We will provide any training needed for proper use of the system.

Upon accepting this quote a 50% deposit will be due and balance when the job is complete

*** If existing Cameras are not compatible with the new recorder additional charges will apply ***

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	16 Channel NVR with 10 TB Hard Drive	\$5,123.07	\$5,123.07
2	4 MP - IP Camera		\$0.00
2	Camera Back Box		\$0.00
1	Wire and Hardware		\$0.00
2	2 Techs / 1 Day		\$0.00
			\$0.00
			\$0.00
			\$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a back up form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		TOTAL MATERIALS	\$5,123.07
		TAX	
		TOTAL	\$5,123.07

 Customer Acceptance

 Security One, Inc

This company is licensed and regulated by The TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU.
 Any complaints may be addressed to that agency at P.O. Box 15999, Austin Texas 78761-5999.

1. INSTALLATION: **1.1** The customer agrees to have the system installed by The Company. **1.2** The Company agrees to furnish all of the material and labor necessary for the installation.

2. PRICE, PAYMENT, AND OWNERSHIP: **2.1** The Customer agrees to pay The Company for The System listed on the reverse side of this agreement. **2.2** Payment is due when system is made operable and is delinquent if not paid within thirty (30) days. **2.3** All equipment is leased to The Customer unless otherwise noted on the front of this document. **2.4** All purchased equipment remains the property of The Company until paid in full.

3. LIABILITY OF COMPANY: The Company does not represent or warranty that The System may not be compromised circumvented; or that The System will prevent any loss by burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. Customer acknowledges and agrees; that The Company is not an insurer; that The Customer assumes all risk of loss or damage to The Customer's premises or to the contents thereof and The Customer has read and understand all of this agreement.

4. WARRANTY: The Company hereby warrants that all of the material installed will be as specified. Parts have a warranty of one (1) year. Labor has a warranty of ninety (90) days. Service outside of the above parameters is chargeable service, unless noted on the lease or service agreement.

5. DISCLAIMER OF WARRANTIES: Except as set forth above, The Company makes no express or implied warranties as to the matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular use.

6. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of The System must be called to the attention of The Company in writing within five (5) days after the date that The System is made operable. Otherwise the installation shall be deemed totally satisfactory to The Customer and accepted by The Customer.

7. COMPANY'S RIGHT TO FILE MECHANIC'S LIEN: The Company has the right to file a mechanic's lien on the property where The System is installed or service is rendered if fees are not paid.

8. INDEMNIFICATION: The Customer agrees to indemnify and hold harmless The Company, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this agreement including The Customer's insurance company.

9. SELLER IS NOT AN INSURER: It is understood and agreed that The Company is not an insurer; that instance, if any, shall be obtained by The Customer.

10. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. In the event it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and The Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without notice at the option of The Company, if The Company's or The Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damages that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement: Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreement of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given there under shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. The Customer, by signing this agreement, hereby authorizes The Company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in construction the provision of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:

(a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 15999, Austin, TX. 78761. Phone (512) 424-7710, and

(b) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

DATE: October 21, 2022



PROPOSAL

BUSINESS NAME Hays County Pct. 3 **BUS.PHONE** 512-847-5532
NAME Chris Deichmann **Circle: Manager / Owner / Renter** **PHONE** 512-554-9261
ADDRESS 200 Still Water
CITY Wimberley **TEXAS** 78676

<input type="checkbox"/> JOB TYPE	<input checked="" type="checkbox"/> NEW INSTALL	<input type="checkbox"/> TAKE OVER	<input type="checkbox"/> CHANGE OUT	<input type="checkbox"/> LITO	<input type="checkbox"/> ADDS ONLY
<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> TRIM OUT	<input checked="" type="checkbox"/> ATTIC ACCESS	<input checked="" type="checkbox"/> DROP CEILING	<input type="checkbox"/> 1 STORY	<input checked="" type="checkbox"/> SITE SURVEY
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> PRE-WIRED	<input type="checkbox"/> NO ATTIC	<input checked="" type="checkbox"/> SHEET ROCK	<input checked="" type="checkbox"/> 2 STORY	<input type="checkbox"/> PHONE SURVEY
<input checked="" type="checkbox"/> INTERACTIVITY		<input type="checkbox"/> LIFT REQ?	CEILING HEIGHT 10'	<input type="checkbox"/> PETS	<input type="checkbox"/> FLOOR PLANS AVAIL

BASIC SECURITY SYSTEM \$395

Control Panel, 1 Keypad, 3 Contacts, 1 Motion Detector, 1 Interior Siren, Transformer, Back up Battery, Yard Sign(s), Window Decals, ☒ Wireless Communicator, ☐ Automation, ☒ Smash & Crash Protection

TAKE OVER PANEL TYPE: _____ **SYSTEM IS WORKING PROPERLY?** ☐ YES ☐ NO
If No Explain: Installation of a DSC NEO

PKG	ADD	EX.	TOTAL	WLS	EQUIPMENT	UNIT	LOCATION(S)	TOTAL
1			1		Panel DSC NEO	495	Upstairs IT Closet	100
			0		Keypad(s) (With Panic)			
1			1		RF Keypad(s) (With Panic)	---	Next to Panel	---
			0		Key Fob(s)			
			0		Siren(s)			
			0		Exterior Door Contact(s)			
			0		Window Contact(s)			
			0		Motion Detector(s)			
			0		Glass Break Detector(s)			
			0		Take-over Module/Translator			
	1		1		Wireless Communicator	350	TL-880	---
			0		Z-Wave Device(s)			
			0		Streaming Camera(s)			
	10		10		Other: Hub Type Latching Buttons	120		60
	10		10		Other: Transmitters with Terminals	120		60
			0		Other:			

NOTES: Installation of a new burglary system with above listed equipment and add a GSM Communicator to set up with the Alarm.com Phone App. and test with central station for proper operation.
Above line items regularly retail at \$3245.00 reduced to \$1595.00
Panic Button locations 2 in Tax Office, 1 Commissioner Pct. 3, 1 Agrilife, 1 Constable Pct. 3, 3 Justice of the peace, 1 in Courtroom, 1 County Clerk
Upon accepting this quote a 50% deposit will be due and balance when the job is complete

Estimated Time for Completion of Job (Man Hours/Techs)
16 / 2

Quote Valid for 60 Days

Installation Price	\$ 3245.00
Customer Loyalty Discount	1650.00
Tax	\$ 0
Sub Total	\$ 1595

Monthly Fee	\$ 51.95
Tax	\$ 0
Sub Total	\$ 51.95

Term of Agreements 36

☒ Tax Exempt

Grand Total **\$** 1646.95

Customer Acceptance

Security One, Proposal

NOTE: This is not a formal contract. A company representative will contact you in regards to install times/dates pending signed monitoring agreements.

The Company Operating License. The Company operates under the two following registration numbers:

(A) Security License No B03192 issued by the Texas Department of Public Safety Private Security Bureau. 5806 Guadalupe St., Austin, TX. 78752. Phone (512) 424-7710

(B) Fire Alarm License No. ACR1165 issued by the State Fire Marshall's Office, Mail Code 110-1C, P.O. Box 149104, Austin, TX, 78714-9221. Phone (512) 676-6800.

This company is licensed and regulated by The Private Security Bureau. Any complaints may be addressed to that agency at P.O. Box 4087 Austin, Texas 78773.

This Page Intentionally Left Blank.

SECURITY ONE INC.

716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

**ALARM SYSTEM MONITORING AGREEMENT**

This agreement is made between, Hays County Pct. 3 200 Still Water
hereafter called The Customer, and **SECURITY ONE INC.**, hereafter called The Company, on October 21, 2022

1. SERVICES PROVIDED

MONITORING SERVICE With:

- ☐ With Extended Warranty Plan (Refer to Section 5 for terms and limitations)
☐ With Comprehensive Extended Warranty Plan (Refer to Section 6 for terms and limitations)
☐ Other _____

SEE SECTIONS 4, 5 AND 6 FOR DEFINITION AND LIMITATIONS OF WARRANTY PLANS.

2. MONTHLY FEE, GOVERNMENT ASSESSMENTS

(A) The Customer agrees to pay a monthly fee of \$ 51.95, _____ (Customer Initials) which shall begin on the day that The System is activated. All subsequent monthly fees shall be payable on the first day of the month. Payment received after the 15th day of the month shall be assessed a late fee of \$2.00 a month. The monthly fee is for the services provided only.

(B) The Customer further agrees to pay any permit fee, false alarm fee, and/or taxes assessed by any governmental body.

3. TERM OF AGREEMENT, RIGHT TO CALL ALL FEES DUE

(A) This agreement shall remain in full force and effect for an initial term of 36 months _____ (Customer Initials) from the date of this agreement. It shall continue from month to month thereafter unless either party gives written notice to the other of their intent to discontinue service. The notice, if given, shall be in writing, and sent to the address shown on the proposal form and shall be given thirty days in advance. The company shall be permitted from time to time to increase the monthly fee by an amount not to exceed ten percent per year. The monthly fee shall not increase during the initial term of the agreement.

(B) In the event that Customer's payments are delinquent by sixty (60) or more days, The Company has the right to call all remaining payments pursuant to this monitoring agreement to be immediately due and payable, and The Company may, in its sole discretion, terminate all services provided by any legal means for non-payment of monthly fees, all without further notice to Customer.

(C) **EARLY TERMINATION:** I agree that the charges due under this agreement are based on my agreement to receive and pay for the services for the initial term listed in Section 3(A) above and that Security One has relied upon my agreement and has incurred costs in deciding to enter into this contract. If I cancel service or otherwise terminate this contract during its initial term I will pay Security One 75% of the total remaining monthly charges as an alternative to me having to pay the full remaining charges. This amount is a contract termination charge and is not a penalty. The amount is payable immediately in full. _____ (Customer Initials)

4. LIMITED WARRANTY ON SYSTEM

In the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer for a period of one year from date of system activation. The Company will repair or replace any defective part of The System during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee. This warranty does not include Acts of Nature, alterations to the protected premises, misuse or abuse of the system, theft, electrical surge, damage to the System by animals or battery replacement after one year. A nominal Trip Charge will be assessed on all site visits after system has been installed for one year. A Travel Surcharge shall apply from date of System installation to all site visits outside of the Normal Service Area (defined as more to 50 miles from the Alamo according to Google Maps).

5. EXTENDED LIMITED WARRANTY

If the customer has selected the Extended Limited Warranty protection plan and in the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer for as long as the system is being monitored by the Company and the customer's account is in good standing. The Company will repair or replace any defective part of The System during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee. This warranty does not include Acts of Nature, alterations to the protected premises, misuse or abuse of the system, theft, electrical surge, damage to the system by animals, battery replacement after one year or devices which are beyond End of Life as specified by the manufacturer. A nominal Trip Charge will be assessed on all site visits after system has been installed for one year. A Travel Surcharge shall apply from date of System installation to all site visits outside of the Normal Service Area (defined as more to 50 miles from the Alamo according to Google Maps).

6. COMPREHENSIVE EXTENDED LIMITED WARRANTY

If the customer has selected the Comprehensive Extended Limited Warranty protection plan and in the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer for as long as the system is being monitored by the Company and the customer's account is in good standing. The Company will repair or replace any defective part of The System during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee. This warranty does not include alterations to the protected premises, misuse or abuse of the System or theft. Under the Comprehensive Extended Warranty, Acts of Nature, battery replacement and damage to the system by animals, devices which are beyond End of Life as specified by the manufacturer ARE COVERED and no Trip Charge will be assessed on any site visit. A Travel Surcharge shall apply from date of System installation to all site visits outside of the Normal Service Area (defined as more to 50 miles from the Alamo according to Google Maps).

7. COMPANY'S RIGHT TO DEPROGRAM THE SYSTEM

The Customer agrees that The Company has the right to enter the premises and deprogram The System for nonpayment of any fees required to be paid under this agreement or if The System is malfunctioning in a way that would jeopardize the integrity of the monitoring station. The deprogramming of The System shall not constitute a waiver by The Company of its rights to collect all fees due by The Customer to The Company. The Company may at its option disconnect The System from the phone lines instead of deprogramming it.

8. OWNERSHIP OF THE SYSTEM

It is understood that the ownership of The System remains with The Customer who agrees to pay The Company for services performed under this agreement.

9. MECHANIC'S LIEN

The Customer acknowledges that he/she is aware that if The Customer defaults in any of the terms or conditions of this agreement, The Company may file a Mechanic's Lien upon the property where The System is installed, for the value of payments not received.

10. NOTICE TO CUSTOMERS

By signing below, The Customer acknowledges that The Customer has read the front and back of this agreement and the proposal attached hereto.

Customer Signature/SSN

Security One, Inc.

This Page Intentionally Left Blank.

11. TESTING OF SYSTEM

The Customer agrees to test The System monthly to ensure it works properly and notify The Company in writing, if repairs are needed. An inoperative system due to the failure to notify The Company of need for repair does not constitute a breach of this agreement on the part of The Company nor does it excuse any monthly fees. _____ (Customer Initials)

12. INTERRUPTION OF SERVICE

The Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of The Company and will not be required to supply any services to The Customer while interruption of service due to any such cause may continue. _____ (Customer Initials)

13. SIGNAL TRANSMISSION

DIGITAL COMMUNICATOR – The Customer understands that a digital communicator is used as the method of transmission of an alarm signal to The Company's central station on The Customer's regular telephone line. Therefore, if the telephone line or cable is cut, damaged, or disconnected, out of order, placed on vacation, or otherwise interrupted, signals from The Customer's alarm system will not be received in The Company's central station and the interruption of service will not be known by The Company. The Customer has been specifically informed of this inherent limitation in a system using such devices, and further acknowledges that the signals transmitted over telephone lines in this manner are beyond the control of The Company with such line being maintained in service by the applicable telephone company or utility. _____ (Customer Initials)

14. SUBROGATION

Customer hereby releases, discharges, indemnifies, and agrees to hold The Company harmless from any and all claims, liabilities, damages, losses, attorney's fees, costs, and/or expenses arising from or caused by any hazard covered by insurance in or on the premises of Customer, whether said claim is made by Customer, his agent, or insurance company, or from other parties claiming under or through Customer. Customer agrees to indemnify The Company against any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fee.

15. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Company, its successors, assigns, officers, directors, and employees, from any loss, cost, expense, or attorney's fees on account of any claim for damages by any person not a party to this agreement including Customer's insurance company, arising out of the apprehension on or about the premises of any burglary or robbery suspect, or on account of any claim for destruction, damage or injury to any person or property arising out of or in connection with the operation or non-operation of The System whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of The Company, its agents, servants, or employees.

16. COMPANY IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIQUIDATION DAMAGES

(A) It is understood and agreed: that Company is not an insurer; The Company provides no insurance; insurance, if any, shall be obtained by Customer; that payments provided herein are based solely upon the value of The System and are unrelated to the value of Customer's property or the property of others located in Customer's premises: that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that The System supplied will avert or prevent occurrences or the consequences there from which The System is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of The System to properly, operate with resulting loss to Customer because of, among other things:

- 1) The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which The System is designed to detect or avert.
- 2) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
- 3) The inability to ascertain what portion, if any, or any loss would be proximately caused by Company's failure to perform or its equipment to operate.

(B) Customer understands and agrees that if Company should be found liable for loss or damages due to the failure of The System in any respect whatsoever, Company's liability shall be limited to the sum of \$250.00 as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section shall apply if loss and damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, assigns, or employees.

17. LIABILITY OF THE COMPANY

Company **does not** represent or warrant that the alarm system may not be compromised or circumvented; or that The System will prevent any loss or burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. **Customer acknowledges and agrees: that Customer assumes all risk or loss or damage to Customer's premises or to the contents thereof, and that Customer has read and understands all of this agreement, particularly paragraph 16 which sets forth Company's maximum liability in the event of any loss or damage to buyer or anyone else.**

18. INVALID PROVISIONS

If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

19. ASSIGNMENT OF RIGHTS

(A) Customer acknowledges that the sale or transfer of Customer's premises shall not relieve Customer of the duties and obligations under this Agreement. Customer may not assign this agreement without the written consent of The Company.

(B) The Company shall have the right to assign this agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation and/or service including monitoring and patrol response which it may perform. Customer acknowledges that this agreement, and particularly those paragraphs relating to The Company maximum liability, limited liability and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of The Company, and that they bind Customer with respect to the assignees and/or subcontracts with the same force and effect as they bind Customer to The Company.

20. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. In the event it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without the notice at the option of The Company, if The Company's or Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement; Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreements of the parties and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given hereunder shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. Customer, by signing this agreement, hereby authorizes company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender, Number. Whenever the context requires in this agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in constructing the provisions of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with the laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:

(A) Security License No B03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 15999, Austin, TX. 78761. Phone (512) 424-7710, and

(B) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

This Page Intentionally Left Blank.

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900



CUSTOMER OVERVIEW

I, Hays County Pct. 3 On October 21, 2022 UNDERSTAND THAT:

_____ It is understood that the ownership of The System remains with The Customer.

_____ I AM REQUIRED TO PAY THE MONTHLY FEE FOR THE DURATION OF THE AGREEMENT BETWEEN

_____ SECURITY ONE, INC. AND MYSELF.

_____ Security One, Inc. is not insuring my property or the property of any other person.

_____ The system does not guarantee prevention of property loss or injury to anyone.

_____ The system that I have chosen may not have detection devices at all possible points of entry. This is the

_____ amount of detection that I have chosen.

_____ The system will not report to the monitoring station if the phone service is interrupted in any way.

_____ Security One recommends the use of wireless communicators to transmit alarm signals. However, if you select

_____ land line monitoring Security One recommends traditional POTS phone lines. Due to reliability Security One

_____ does not recommend the use of digital phone lines to transmit alarm signals. I understand that if I change my

_____ phone service, I need to notify Security One, Inc.

_____ It is my responsibility to obtain an alarm permit if one is required.

_____ I HAVE RECEIVED A COPY OF THIS OVERVIEW AND THE NOTICE OF CANCELLATION.

Customer Signature/SSN

Security One, Inc.

This Page Intentionally Left Blank.

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900



INFORMATION SHEET

SITE INFORMATION

Name Hays County Pct. 3
Address 200 Still Water
City Wimberley
State TX Zip code 78676
Phone 512-847-5532

BILLING/MAILING INFO (if different from site)

Name _____
Address _____
City _____
State _____ Zip code _____
Phone _____

Cross Street _____
Email address chris.deichmann@co.hays.tx.us
Police _____

Password _____
Email billing? ☐ Yes ☐ No
Fire _____

CONTACT PARTIES

NAME	PHONE	TYPE (H/W/C)

USE BELOW LISTED INFORMATION FOR

☐ Monitoring Only ☐ Installation Only ☐ Both

Name of Financial Institution _____
Name on Account _____
Banking Account # _____
Bank Routing # _____

FOR ADDITIONAL ACCOUNT INFO

Installation Only

I understand that installation charges will be processed the Friday before the installation: _____

How did you hear about us?

☐ Yellow Pages ☐ Current Customer ☐ Police Officer ☐ Our Website ☐ Other

Referred by: _____ Credit _____



2 VIDEOS

Share



Roll over image to zoom in

Cisco Business GE | 2x1G SF 24T-NA)

Visit the CISCO DESIGN

★★★★★ 40 r

Amazon's Choice for

List Price: \$240.00
Price: **\$176.29**
You Save: **\$63.71 (26%**

Do

Pattern Name: **Switch**

Switch

\$176.29

Switch + Unmanage

Switch | 8 Port GE

\$234.71

Brand

Number of Ports

Included Component:

Compatible Devices

Item Dimensions LxW

About this item

Marva Pearce
Hays County Information Technology
712 South Stagecoach Trail, Suite 1206
San Marcos, Texas 78666
512-393-2845

Confidentiality Notice: The information contained in this message is covered by the Electronic Communications Act, 18 U.S.C. 2510-2521 and may be privileged and/or confidential and protected from disclosure. Unauthorized review, use, disclosure, or distribution is strictly prohibited. If you are not the intended recipient, please contact sender by reply by e-mail, and destroy all copies of the original message.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a Business Associate Agreement between the Hays County Local Health Department and Jotform related to the Subscription Agreement that was approved and executed on October 25, 2022.

INGALSBE/T.CRUMLEY

Summary:

A year subscription for Jotform questionnaire and survey services was signed in Commissioners Court on October 25, 2022. This BAA is the HIPAA portion of the agreement and subscription.

Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N? Yes, Software Maintenance and Licensing

New Revenue Y/N?: N/A

Comments:

Attachments

Jotform BAA HIPAA

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made as of the date of the second party hereto signing this Agreement (the “Effective Date”), by and between Jotform Inc. (“Jotform”) and Hays County Local Health Department (“Customer”).

WITNESSETH:

WHEREAS, Jotform and Customer are parties to an agreement under which Jotform provides Customer with Services (the “Master Service Agreement”). In the course of providing such Services, Jotform may be required to receive, maintain, or transmit Protected Health Information as defined herein;

WHEREAS, Customer and Jotform are committed to complying with HIPAA Standards (as defined below) and desire to set forth their respective rights and responsibilities with respect to Protected Health Information;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

Neither party hereto makes any representation herein that the other party in fact has legal obligations under HIPAA, nor does Jotform represent that or know for a fact whether Customer is in fact a “Covered Entity” or “Business Associate” under HIPAA or that Jotform is in fact considered a Business Associate of Customer under HIPAA. The parties are entering into this Agreement out of an abundance of caution in the event that one or both parties do have such legal obligations. As such, the parties undertake their respective obligations set forth herein on the basis of and to the extent that HIPAA does apply to them.

1. DEFINITIONS

1. “Breach” means the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by 45 C.F.R., Part 164, Subpart E (the Privacy Standards”) which compromises the security or privacy of such Protected Health Information. The foregoing definition shall incorporate the terms and limitations provided in the definition of a breach as set forth in 45 C.F.R. 164.402, as such may be modified from time to time, and does not include (i) any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Customer or Jotform if such acquisition, access, or use was made in good faith and within the course and scope of authority and does not result in further use or

disclosure in a manner not permitted under the Privacy Standards; (ii) any inadvertent disclosure by a person who is otherwise authorized to access Protected Health Information at Customer or Jotform or an organized health care arrangement in which Customer participates and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Standards; or (iii) a disclosure of Protected Health Information if Customer or Jotform has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information. Except as provided in (i) above, an acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Standards is presumed to be a Breach unless Customer or Jotform, as applicable, demonstrates that there is a low probability that the Protected Health Information has been compromised based on a risk assessment of at least the following factors: (a) the nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification; (b) the unauthorized person who used the Protected Health Information or to whom the disclosure was made; (c) whether the Protected Health Information was actually acquired or viewed; and (d) the extent to which the risk to the Protected Health Information has been mitigated.

2. “Designated Record Set” means a group of records containing Protected Health Information maintained by or for Customer which fall within one of the following categories: (a) a health care provider’s medical and billing records; (b) a health plan’s enrollment, payment, claims adjudication and case management records; or (c) records used in whole or in part by Customer to make decisions about the individuals to whom the information relates.

3. “Discovery” as used in Section 2.5 with respect to any Breach or other Unauthorized Use or Disclosure, as defined below, occurs on the first day that the Unauthorized Use or Disclosure is known to Jotform or any workforce member, employee, director, officer or Subcontractor agent of Jotform (determined in accordance with the federal common law of agency) or by exercising reasonable diligence would have been known to Jotform or any workforce member, employee, director, officer or Subcontractor agent of Jotform to have occurred. Jotform shall be deemed to have knowledge of a Breach or other Unauthorized Use or Disclosure if such Breach or Unauthorized Use or Disclosure is known, or by exercising reasonable diligence would have been known, to any person other than the person committing the Breach or Unauthorized Use or Disclosure who is a workforce member, employee, director, officer or Subcontractor agent of Jotform.

4. “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1. “HIPAA Standards” means collectively the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the privacy, security, notification and enforcement rules found in 45 C.F.R. Parts 160 and 164 and any amendments and additions to such laws and regulations which may be adopted from time to time.

2. “Protected Health Information” or “PHI” means any information, whether oral or recorded, that is transmitted or maintained in electronic media or in any form or medium and that is (a) created or received by Customer or by Jotform or another person or entity on behalf of or for the benefit of Customer; (b) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and (c) identifies an individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

3. “Required By Law” means a mandate contained in law that compels Customer or Jotform to use or disclose PHI and that is enforceable in a court of law, including, but not limited to, court orders, court-ordered warrants and statutes and regulations that require such information if payment is sought under a government health care program.

4. “Service Provider” shall mean a person or entity that provides a service directly to Customer in connection with one or more “Covered Accounts” as such accounts are defined in 16 C.F.R. Part 681 (the “Red Flag Rules”).

5. “Unsecured PHI” means PHI in any form that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of technology or methodology specified in guidance issued by the Secretary of Health and Human Services (“Secretary”) under Section 13402(h)(2) of Public Law 111-5.

6. Other Terms. All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as provided in the HIPAA Standards.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Compliance with HIPAA Standards. Jotform shall comply with all applicable provisions of the HIPAA Standards as required by 45 C.F.R. §§ 164.106, 164.302, and/or

164.500, this Agreement, or other applicable law. Additionally, if and to the extent that Jotform is required to carry out one of Customer's obligations under the HIPAA Standards, Jotform shall comply with the requirements of the HIPAA Standards that would apply to Customer in the performance of such obligations.

2.2 Non-disclosure. Jotform agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law (collectively the "Permitted Disclosures"). All Permitted Disclosures shall be made in strict compliance with the HIPAA Standards. Any use or disclosure of PHI that is not a Permitted Disclosure, including but not limited to any Breach of Unsecured PHI, shall be considered an Unauthorized Use or Disclosure for purposes of this Agreement.

2.3 Safeguards. Jotform agrees to use appropriate safeguards to prevent the use or disclosure of PHI and electronic PHI other than as permitted by this Agreement. Such safeguards shall include measures to comply with the requirements of 45 C.F.R. Part 164, subpart C (the "Security Rule") as required by 45 C.F.R. §164.302. Jotform will document and keep all such safeguards current.

2.4 Mitigation. Jotform agrees to mitigate, to the extent practicable, any harmful effect, known to Jotform, of any Unauthorized Use or Disclosure.

2.5 Reporting. Jotform shall establish reasonable procedures to detect Unauthorized Uses or Disclosures of PHI (including but not limited to any Breach) and to report any such Unauthorized Uses or Disclosures (including but not limited to Breaches of Unsecured PHI), as required by this Section 2.5. Jotform agrees to report to the Privacy Officer of Customer any Unauthorized Use or Disclosure of PHI of which Jotform becomes aware. The initial report shall be made by telephone call to the Privacy Officer of Customer within two (2) business days after Discovery of such Unauthorized Use or Disclosure. The telephone report shall be followed by a written report to the Privacy Officer which shall be made as soon as reasonably possible but in no event more than five (5) business days after Discovery of such Unauthorized Use or Disclosure. This reporting obligation shall include Unauthorized Uses or Disclosures by Jotform, its employees, subcontractors and/or agents. Each such report of an Unauthorized Use or Disclosure will: (i) identify each individual whose PHI has been or is reasonably believed to have been used, accessed, acquired, or disclosed as a result of such Unauthorized Use or Disclosure; (ii) identify the nature of the Unauthorized Use or Disclosure, including the date of Discovery and Date of the Unauthorized Use or Disclosure; (iii) identify the types of PHI used or disclosed (e.g., whether an individual's full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (iv) identify who made the Unauthorized Use or Disclosure; (v) identify who received

the unauthorized PHI; (vi) identify what corrective action Jotform took or will take to prevent further Unauthorized Use or Disclosures and any other steps individuals should take to protect themselves from potential harm resulting from the Unauthorized Use or Disclosure; (vii) describe what Jotform is doing to investigate the Unauthorized Use or Disclosure and identify what Jotform did or will do to mitigate any deleterious effect of the Unauthorized Use or Disclosure; (viii) provide contact for a representative of Jotform who can provide information so that the Customer can ask questions or learn additional information; and (ix) provide such other information as Customer may reasonably request. Jotform shall cooperate with Customer as requested to mitigate potential harm to an individual resulting from an Unauthorized Use or Disclosure by Jotform, its agents, or subcontractors and to implement any notification procedures required by the HIPAA Standards as a result of such Unauthorized Use or Disclosure. Jotform shall pay all of the costs of mitigation and notification including any penalties, fines, damages, and other costs and expenses, which are attributable to an Unauthorized Use or Disclosure by Jotform, its agents or subcontractors.

2.5.1 Law Enforcement Delay. If a law enforcement official states to a covered entity or business associate that a notification, notice, or posting required under this subpart would impede a criminal investigation or cause damage to national security, a covered entity or business associate shall:

- (a) If the statement is in writing and specifies the time for which a delay is required, delay such notification, notice, or posting for the time period specified by the official; or
- (b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time. (Section

164.412)

2.6 Agents and Subcontractors. Jotform agrees to ensure that any agent or subcontractor of Jotform who creates, receives, maintains, transmits, or has access to PHI received from Customer, or created by Jotform on behalf of Customer (each a “Subcontractor”), agrees in writing to the same or similar restrictions and conditions that apply to Jotform through this Agreement with respect to such information (a “Subcontractor Agreement”). In turn, Subcontractors shall be required to enter into business associate agreements (the “Downstream Agreements”) with their own subcontractors who create, receive, maintain, or transmit Protected Health Information to fulfill Jotform’s obligations under the Service Agreement (“Downstream Subcontractors”). Except for the designation of the parties, any such Downstream Agreements shall include the same terms and conditions as the Subcontractor Agreements. All Subcontractors (and Downstream Subcontractors, if applicable) must enter into a Subcontractor Agreement (or

Downstream Agreement) no later than September 23, 2013 unless the Subcontractor's (or Downstream Subcontractor's) underlying service arrangement with Jotform (or a Subcontractor) is established after such date, in which case the Subcontractor Agreement (or Downstream Agreement) shall be executed before the Subcontractor (or Downstream Subcontractor) creates, receives, maintains, or transmits any Protected Health Information pursuant to its arrangements with Jotform (or a Subcontractor). Such Subcontractor Agreements and Downstream Agreements shall establish Customer as a third party beneficiary with rights to enforce the terms of those agreements.

2.7 Access. Jotform agrees to provide access to PHI in a Designated Record Set to Customer or, as directed by Customer, to an individual within five (5) days of receiving a written request from Customer in order to meet the requirements of 45 C.F.R. § 164.524. This provision does not apply if Jotform and its employees, subcontractors or agents have no PHI from a Designated Record Set of Customer or do not maintain PHI in a Designated Record Set on behalf of Customer. If Jotform receives a request for access to PHI directly from an individual, Jotform shall notify Customer of the request within two regular business days.

2.8 Amendments. Jotform agrees to make any required amendment(s) to PHI in a Designated Record Set that Customer directs or agrees to pursuant to 45 C.F.R. § 164.526 within five (5) days of receiving a written request from Customer. Such amendment shall be made by addition to the PHI record, and under no circumstances shall PHI be deleted as part of the amendment process. If Jotform receives a request for an amendment to a Designated Record Set directly from an individual, Jotform shall notify Customer of the request within two regular business days. Once Customer receives and agrees to the request for amendment in writing, Jotform agrees to make such amendment(s) to PHI in a Designated Record Set within five (5) days of receiving the written request from Customer. Such amendment shall be made by addition to the PHI record, and under no circumstances shall PHI be deleted as part of the amendment process. This provision does not apply if Jotform and its employees, subcontractors or agents have no PHI from a Designated Record Set of Customer or do not maintain PHI in a Designated Record Set on behalf of Customer.

2.9 Records. Jotform agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Jotform, on behalf of Customer, available to Customer and to the Secretary, during regular business hours within five (5) business days of receiving a written request from Customer, or sooner if requested by the Secretary, for purposes of the Secretary determining Customer's or Jotform's compliance with the HIPAA Standards.

2.10 Accounting of Disclosures. Jotform agrees to document all disclosures of PHI by Jotform, its employees, subcontractors or agents in a record maintenance form which shall include: (a) the date of the disclosure; (b) the name and address (if known) of the person or entity who received the disclosure; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the disclosure or a copy of the written request for the disclosure. This documentation shall not be required for disclosures of PHI which are expressly exempt from the accounting requirements of the HIPAA Standards as set forth in 45 C.F.R. § 164.528(a)(1). Jotform agrees to provide Customer or, at Customer's request, an individual within five (5) business days of receiving a written request from Customer, information collected in accordance with this Section to permit Customer to respond to a request by an individual for such an accounting of disclosures. If Jotform receives a request for an accounting of disclosures of PHI directly from an individual, Jotform shall notify Customer of the request within one (1) business day. Additionally, if Customer uses or maintains electronic health records for PHI, Jotform will comply with any additional accounting requirements applicable under § 13405(c) of the HITECH Act, including any statutory or regulatory amendments and additions thereto as may be enacted from time to time.

2.11 "Trading Partner" Provisions: Use and Disclosure in Connection with Standard Transactions. If Jotform conducts Standard Transactions (as defined in 45 C.F.R. Part 162) for or on behalf of Customer, Jotform will comply, and will require each subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Jotform will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Customer that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

2.12 Training and Administrative Requirements. Jotform shall, as appropriate, maintain or adopt policies and procedures with respect to Protected Health Information that are designed to comply with the requirements of this Agreement and the HIPAA Standards, as such may be amended from time to time. Jotform shall ensure that all members of its workforce who have access to PHI are informed as to such policies and procedures as necessary and appropriate for the members of the workforce to carry out their functions in compliance with this Agreement.

2.13 Minimum Necessary. When using or disclosing Protected Health Information or when requesting Protected Health Information, Jotform shall make reasonable efforts to limit

Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request as required by 45 C.F.R. §164.502(b). This obligation shall include Jotform's compliance with any policies and procedures of Customer that are provided to Jotform with respect to implementation of the minimum necessary requirement.

2.14 De-identification. Jotform shall not de-identify any Protected Health Information and shall not use or disclose any de-identified information derived from Protected Health Information ("De-Identified Information") except in connection with a Permitted Use and Disclosure as described in Section 3.1 of this Agreement. Jotform shall not create, use, or disclose De-identified Information for any other purpose.

2.15 Access. Jotform shall provide reasonable access to and/or permit inspection of its procedures and systems to allow Customer and the Secretary to determine Jotform's compliance with this Agreement.

2.16 Prevention of Identity Theft. If Jotform is a Service Provider as defined above, Jotform shall perform all services and conduct all activities under the Service Agreement and this Agreement in accordance with reasonable policies and procedures which are designed to identify, prevent, and mitigate identity theft in accordance with the standards established by 16 C.F.R. Part 681 and other applicable law. Jotform shall provide its identity theft policies and procedures to Customer upon request. Jotform's failure to establish the policies required by this provision or to conform its conduct to such policies shall constitute a material breach of this Agreement and the Service Agreement.

3. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Jotform may use or disclose PHI received from or created on behalf of Customer to carry out the responsibilities imposed upon Jotform under the Service Agreement or as required by this Agreement provided that such use or disclosure would not violate the HIPAA Standards, the Services Agreement or the policies and procedures of Customer. Jotform may use PHI if necessary for the proper management and administration of Jotform or to carry out legal responsibilities of Jotform. Jotform may disclose PHI if necessary for the proper management and administration of Jotform or to carry out legal responsibilities of Jotform if (i) required by law or (ii) Jotform obtains reasonable assurances from the person or entity to whom the PHI is disclosed (the "Recipient") that the information will be held confidentially and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the Recipient and the Recipient further agrees to notify Jotform immediately if the Recipient

becomes aware of any unauthorized use or disclosure of the PHI including any instances of a Breach as defined above.

3.2 Unauthorized Uses and Disclosures. Any use or disclosure of PHI which is not specifically permitted in this Agreement is prohibited.

3.3 Violations of Law. Jotform may use PHI to report violations of law to appropriate authorities consistent with 45 C.F.R. § 164.502(j)(1).

4. OBLIGATIONS OF CUSTOMER

Customer shall make available to Jotform upon request Customer's privacy notices, any relevant privacy policies or other information, and any restrictions on the use or disclosure of PHI voluntarily agreed to by Customer that may impact the permissible uses or disclosures of PHI by Jotform.

5. SECURITY OF ELECTRONIC DATA

If PHI is transmitted to or maintained by Jotform in electronic format, Jotform agrees to:

(a) Develop, implement, maintain, and use administrative, technical and physical safeguards (as documented in written policies and procedures) that reasonably and appropriately protect the integrity, confidentiality, and availability of the electronic PHI that Jotform creates, receives, maintains or transmits on behalf of Customer, as required by 45 C.F.R. § 164.302;

(a) Ensure that any agent or Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Jotform agrees to the same restrictions, conditions, and requirements that apply to Jotform with respect to such information; and

(b) Report to Customer any security incident of which Jotform becomes aware.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on the Effective Date of the Master Service Agreement and shall continue until terminated as permitted herein.

6.2 Termination for Cause. Upon Customer's reasonable determination that Jotform has breached a material term of this Agreement, Customer shall be entitled to do any one or more of the following:

(a) Give Jotform written notice of the existence of such breach and give Jotform an opportunity to cure within thirty (30) days. If Jotform does not cure the breach or end the violation according within that time frame, Customer may immediately terminate this Agreement.

(b) Immediately stop all further disclosures of PHI to Jotform pursuant to the Master Service Agreement or other arrangement which is the subject of such breach.

6.3 Termination Without Cause. This Agreement shall terminate upon any such date as Customer and Jotform may agree in a writing signed by both parties.

6.4 Termination of Service Agreement. This Agreement shall terminate upon the termination or expiration of the Service Agreement.

6.5 Effect of Termination.

(a) Upon termination of this Agreement for any reason, Jotform shall return to Customer, or destroy, all PHI created, received, maintained, or transmitted in any form by Jotform on behalf of Customer. Jotform shall retain no copies of such information. This Section 6.5 shall also apply to PHI that is in possession of subcontractors or agents of Jotform.

(b) Notwithstanding section 6.5(a), in the event that Jotform determines that return or destruction of PHI is not feasible, Jotform shall provide to Customer written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is not feasible; Jotform shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Jotform maintains such PHI.

(c) Jotform shall cooperate with Customer to the extent reasonably necessary for Customer to determine that all PHI has been properly returned, destroyed or protected upon termination of this Agreement. Such cooperation shall include allowing Customer to review electronic and computer systems for data and deleting electronic access paths and codes which allow Jotform to receive or transmit PHI in electronic formats.

(d) Jotform's obligations to protect the privacy and security of PHI as provided in this Agreement are continuous and shall survive any termination, cancellation, expiration, or other conclusion of this Agreement or any other agreement between Jotform and Customer.

(e) The respective rights and obligations of Jotform under this Article 6 regarding the return, destruction or protection of PHI after termination shall survive the termination of this Agreement.

7. MISCELLANEOUS

7.1 Scope of Agreement. This Agreement relates only to the use, disclosure and protection of PHI required under HIPAA, if it is disclosed to, created or received by Jotform in connection with any relationship between Jotform and Customer. This Agreement is the sole understanding between the parties relating to PHI and HIPAA matters, and supersedes all prior agreements and understandings, whether oral or written as it relates to PHI and HIPAA matters. Nothing herein shall require Customer to disclose any PHI to Jotform or to utilize any service of Jotform. Nothing herein requires Jotform to accept any PHI or to provide any particular services.

7.2 Assignment. No assignment of this Agreement or of the rights and obligations hereunder by any party shall be valid without the prior written consent of the other party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors, heirs and permitted assigns, if any.

7.3 Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall not be affected thereby.

7.4 Waiver and Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

7.5 Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be either sent by email, personally delivered, sent by registered or certified mail in the U.S. Postal Service, Return Receipt Requested, postage prepaid, or reputable overnight courier, delivery prepaid and signature required, addressed to each party at the addresses set forth at the end of this Agreement. Any such notice shall be deemed to have been given, if mailed as provided herein, as of three (3) business days after mailing.

7.6 Amendments. Except as provided herein, this Agreement may only be amended or modified by written agreement executed by the parties. Customer may amend this Agreement as required to comply with applicable law by sending prior written notice of the amendment to Jotform.

7.7 Governing Law/Construction and Venue. This Agreement shall be governed by applicable federal law and the laws of the State of Texas, without regard to conflict of laws principles. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Customer and Jotform to comply with the HIPAA Standards and with any Texas laws relating to the confidentiality of individual health information that are not preempted by the HIPAA Standards. In the event that the HIPAA Standards impose any additional or more rigorous limitations on disclosures and uses of PHI by Jotform, then this Agreement shall be read to comply with those higher standards. Venue for any claim or controversy arising from or in relation to this Agreement and/or the associated Master Agreement shall lie in the District Courts of Hays County, Texas or the United States District Court--Western District of Texas, if applicable.

7.8 No Third Party Beneficiaries. Jotform and Customer agree that individuals who are the subject of PHI are not third party beneficiaries of this Agreement.

7.9 Further Acts. The parties agree that the intent of this Agreement is to comply with the HIPAA Standards. Each of the parties shall execute and deliver all documents, papers and instruments reasonably necessary or convenient to carry out the terms of this Agreement. The parties shall, upon request at any time after the date of this Agreement, execute, deliver and/or furnish all such documents and instruments, and do or cause to be done all such acts and things as may be reasonable to effectuate the purpose and intent of this Agreement as set forth herein.

7.10 Relationship to Service Agreement. In the event that a provision of this Agreement is contrary to any provision of the Master Service Agreement, the provisions of the Master Services Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER

Name:

Title:

JOTFORM INC.

Name: Tolga Sakman

Title: VP Enterprise

Date:

Signature:

Date:

Signature:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

Agenda Item

Approve Utility Permits. JONES/BORCHERDING

Summary

TRN-2022-5536-UTL	Grande to excavate, bore, and install a total of 640' new .625 coaxial cable, including 120' road bore, 20' driveway bore, 76' sidewalk bore, and 424' trench in existing ROW of Firethorn Drive then continue construction on Rough Bark Street
-------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Attachments

Permit

Site Plan



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 9/30/2022 .

Utility Company Information:

Name: ASTOUND BROADBAND
Address: 13505 BURNET RD AUSTIN TX
Phone:
Contact Name: KELLY VELAYAS

Engineer / Contractor Information:

Name: ASTOUND BROADBAND
Address: 13505 BURNET RD AUSTIN TX 78727
Phone:
Contact Name: KELLY VELAYAS

Hays County Information:

Utility Permit Number: TRN-2022-5536-UTL
Type of Utility Service: FIBER
Project Description:
Road Name(s): FIRETHORN DR, , , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark B. [illegible]".

Engineering Technician

11/09/2022

Signature

Title

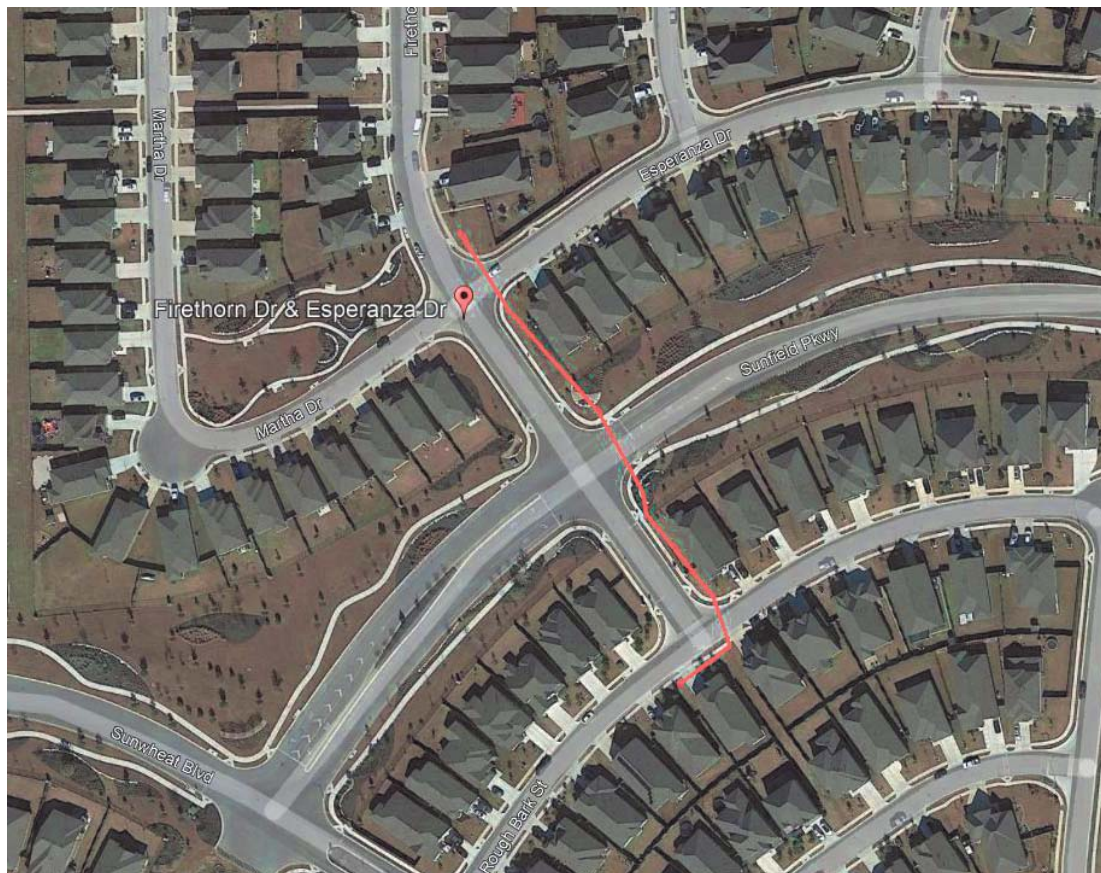
Date

SHEET INDEX:

TRAFFIC CONTROL PLAN AND DETAILS
1. GENERAL PERMIT COVER
PLAN AND PROFILE
2. UNDERGROUND NEW BUILD
TRAFFIC CONTROL PLAN AND DETAILS
3. TRAFFIC CONTROL DETAILS



**GRANDE COMMUNICATIONS
SUNFIELD
BUDA, TX**



PROJECT INFORMATION:

STREET ADDRESS:

OWNER:

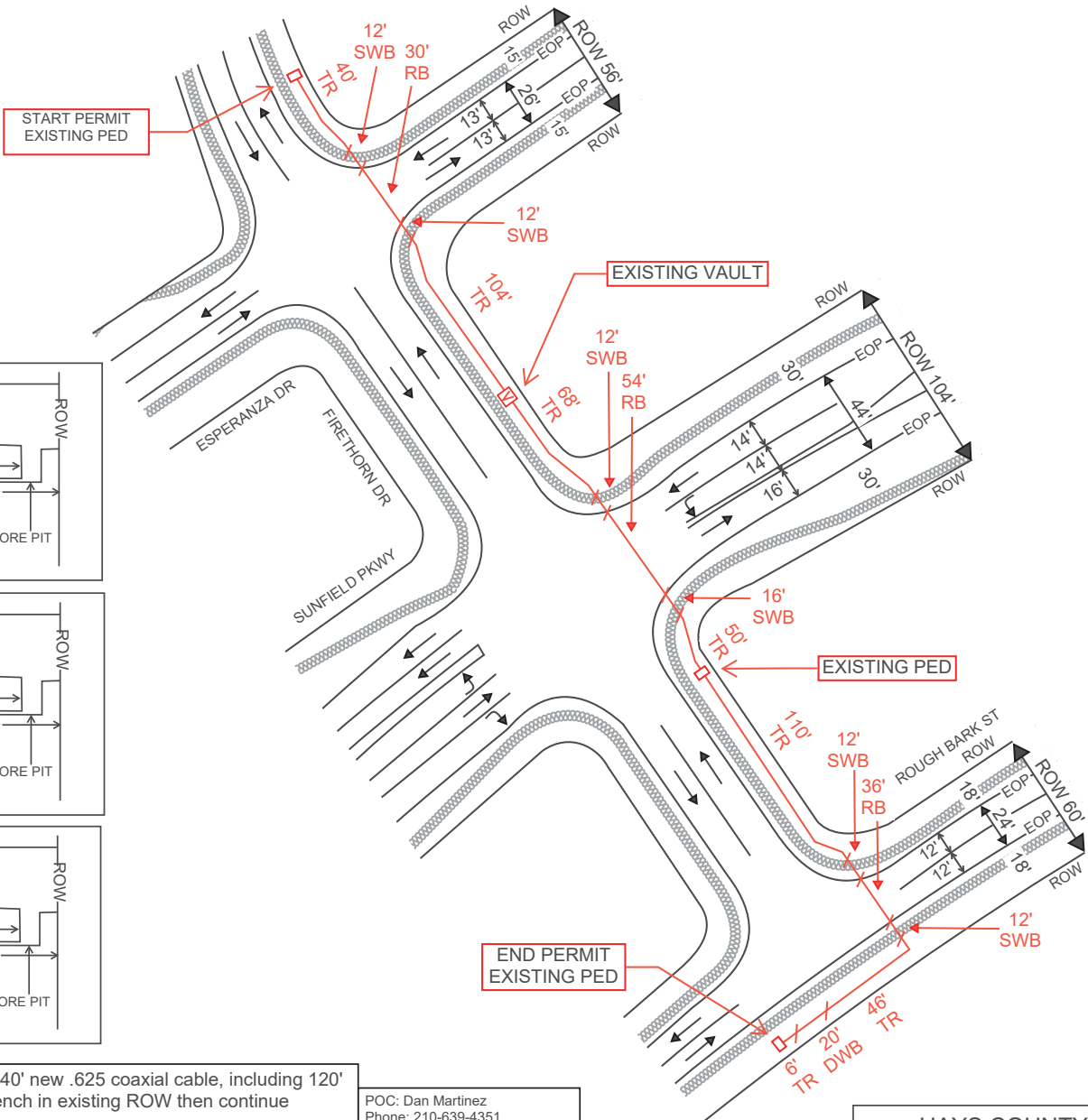
GRANDE COMMUNICATIONS
13505 BURNET RD
AUSTIN, TX 78727

CONTACT:

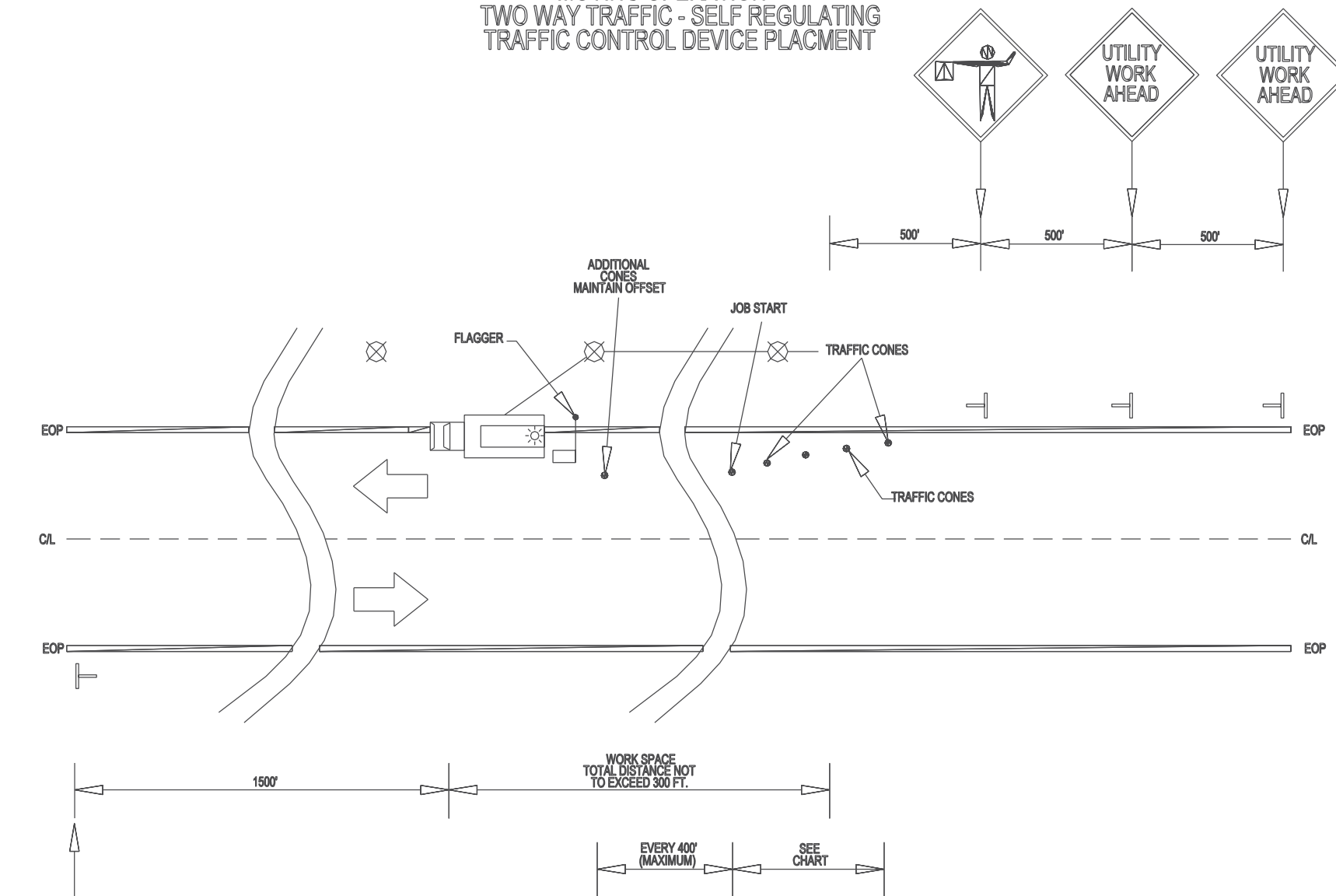
POC: Dan Martinez
Phone: 210-639-4351
David.Martinez1@astound.com

SUBMITTAL PREPARED BY:

ADVANCED1
301 N. College St.
Georgetown, TX 78626



MOVING OPERATION TWO WAY TRAFFIC - SELF REGULATING TRAFFIC CONTROL DEVICE PLACEMENT



- NOTES: 1.NO PARKING OF VEHICLES/EQUIPMENT ON THE ROADWAY SHOULD OPPOSITE OF THE WORK AREA.
2.DIAGRAM SHOWN FOR SPEED LIMIT OF 55MPH; FOR OTHER SPEED LIMITS, SEE CHART
3.OPEN PORTION OF AFFECTED TRAFFIC LANE MUST BE AT LEAST TEN (10) FEET IN WIDTH.
4.WHEN AERIAL FACILITIES ARE BEING PLACED WITH EQUIPMENT PARTIALLY ON THE TRAVELED PORTION OF THE HIGHWAY PLACE WARNING DEVICES AS ILLUSTRATED
*MAY USE "LANE NARROWS"

CONE AND WARNING SIGN SPACING AND TAPER LENGTHS					
SPEED LIMIT (MPH)	CONE SPACING (FT)	TAPER LENGTH (FT)	NUMBER OF CONES REQ'D	WARNING SIGN SPACING (FT)	MINIMUM SIGN SIZE
25	25	125	6	250	36"X36"
35	35	245	8	250	36"X36"
45	45	540	13	500	48"X48"
55	55	660	13	500	48"X48"
INTERSTATE, EXPRESSWAY AND LIMITED-ACCESS ROADWAYS				1000	48"X48"
				2640	48"X48"
				5280	48"X48"



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. to provide utility coordination services for the RM 12 safety improvements near the intersection of Skyline Drive and Mountain Crest Drive in Precinct 3. **SHELL/BORCHARDING**

Summary:

The RM 12 safety improvements near the intersection of Skyline Drive and Mountain Crest Drive [26-777-020] is currently in design and requires utility coordination services to support the development of the project. Cobb, Fendley & Associates, Inc. has been pre-qualified by Hays County for the requested services and was selected by Commissioners Court action on June 7, 2022 to provide those services for the RM 12 at Skyline & Mountain Crest Drive project. The Professional Services Agreement includes a compensation cap of \$180,000.00 to complete these services. Work Authorization #1 in the amount of \$164,468.00 will authorize utility adjustment coordination including coordination, utility engineering, status reports, site visits, and subsurface utility engineering for an anticipated five (5) utilities along the project corridor.

Cobb, Fendley & Associates, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2018-P16 on December 11, 2018, Item 13. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

Fiscal Impact:

Amount Requested: \$180,000.00

Line Item Number: 020-710-00-777.5623_400

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request for Qualifications 2018-P16, Utility Coordinator

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

New Revenue Y/N?: N/A

Comments:

Attachments

RM12atSkylineMntnCrest(UC)-CFA-Contract

CFA-ConflictOfInterestQuestionnaire

CFA-HB89VerificationForm

CFA-RelatedPartyDisclosureForm

FIRM: Cobb, Fendley & Associates, Inc. (“Engineer”)
ADDRESS: 505 E. Huntland Drive, Suite 100
Austin, Texas 78752
PROJECT: Utility Coordination Services for RM 12 at Skyline and Mountain Crest
(“Project”)

Engineering Services Contract – Hays County 2016 Road Bond Program (080117)

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **One Hundred and Eighty Thousand Dollars (\$180,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Cobb, Fendley & Associates, Inc.
Attn: Sandra G. Khoury, P.E.
505 E Huntland Drive, Suite 100
Austin, Texas 78752

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Hays County Auditor
c/o: Vickie G. Dorsett
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

With copy to: HNTB Corporation
Attn: Carlos A. Lopez, P.E.
701 Brazos, Suite 450
Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: **Cobb, Fendley & Associates, Inc.**
Attn: Sandra G. Khoury, P.E.
505 E. Huntland Drive, Suite 100
Austin, Texas 78752

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United

States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition

precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.


IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____, 20____


10/5/2022

ENGINEER

Cobb, Fendley & Associates, Inc.

By _____

Printed Name: Sandra G. Khoury, P.E.

Title: Senior Vice President

Date: October 3, 2022

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

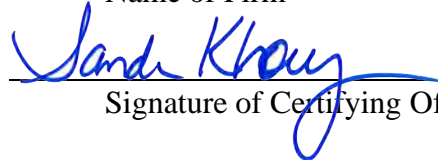
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cobb, Fendley & Associates, Inc.

Name of Firm



Signature of Certifying Official

Sandra G. Khoury, P.E.

Printed Name of Certifying Official

Senior Vice President

Title of Certifying Official

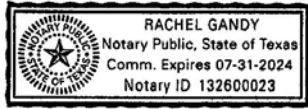
September 8, 2022

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Sandee Khoury, PE
_____ the September 9th of 2022, on behalf of
said firm.



Rachel Gandy Rachel Gandy
Notary Public in and for the
State of Texas

My commission expires: 07/31/2024

EXHIBIT B

ENGINEERING SERVICES

SERVICES TO BE PROVIDED BY THE Engineer UTILITY COORDINATION FOR RM 12 AT SKYLINE AND MOUNTAIN CREST

The Engineer may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- UTILITY PLANNING & RESEARCH
- SUBSURFACE UTILITY ENGINEERING (SUE)
- FIELD SURVEYING
- UTILITY ADJUSTMENT COORDINATION
- UTILITY ENGINEERING & DESIGN
- UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Hays County, Texas

By: _____

By: _____

Signature

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

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

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Stephanie Anguiano/Michelle W. PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): E-MAIL ADDRESS: stephanie.anguiano@usi.com														
INSURED Cobb, Fendley & Associates, Inc. 13430 Northwest Frwy, Suite 1100 Houston, TX 77040	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Farmington Casualty Company</td> <td>41483</td> </tr> <tr> <td>INSURER D : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : Farmington Casualty Company	41483	INSURER D : Berkley Insurance Company	32603	INSURER E : Travelers Indemnity Company	25658	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Phoenix Insurance Company	25623														
INSURER B : Travelers Property Cas. Co. of America	25674														
INSURER C : Farmington Casualty Company	41483														
INSURER D : Berkley Insurance Company	32603														
INSURER E : Travelers Indemnity Company	25658														
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y6306T020324PHX22	07/10/2022	07/10/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			8105T9261002243G	07/10/2022	07/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			CUP4S01891422NF	07/10/2022	07/10/2023	EACH OCCURRENCE \$12,000,000 AGGREGATE \$12,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB6T0405192243G	07/10/2022	07/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			AEC905644007	07/10/2022	07/10/2023	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured (GL: CGD3790219 ongoing and completed operations, CG D2460419; AL: CA T3530817).
 (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

County of Hays County Attn: Program Manager 111 East San Antonio Street, Suite 300 San Marcos, TX 78666	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

The General, Automobile, and Umbrella Liability policies contain a special endorsement with "Primary and Noncontributory" wording (GL: CGT1000219; AL: CAT4740817; UL: EU0001 7/16).

The General Liability, Automobile, Workers Compensation, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract (GL: CGD3790219; AL: CA73530817; WC: WC000313; BDP0417001).

The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy contains Excess Follows Form (EU0001 7/16). The Umbrella policy sits over the General, Auto, and Employers Liability coverages.

RE: Professional Engineering Services - Project Management and Coordination. Utility Planning and Research, Subsurface Utility Engineering, Field Surveying, Utility Adjustment Coordination, Utility Engineering and Design, Utility Construction Management and Verification: RM 12 at Skyline and Mountain Crest.
Additional Insured includes: The County, its directors, officers and employees.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Cobb, Fendley & Associates, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (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.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

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.

N/A

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?

☐ Yes

☐ No

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?

☐ Yes

☐ No

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.

N/A

6 ☐ 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).

7 
Signature of vendor doing business with the governmental entity

09/09/2022

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.

**Hays County
House Bill 89 Verification**

I, Sandee Khoury, PE (Person name), the undersigned
representative of (Company or Business name) Cobb, Fendley & Associates, Inc.

(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.*

09/09/2022
DATE

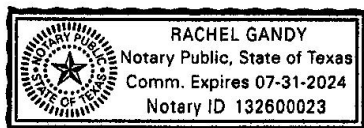
Sandee Khoury
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 9th day of September, 2022, personally appeared

Sandee Khoury, PE, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Rachel Gandy Rachel Gandy
NOTARY SIGNATURE



09/09/2022
Date



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 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (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

N/A

Employee Name	Title
---------------	-------

Section B: Former Hays County Employee

N/A

Employee Name	Title	Date of Separation from County
---------------	-------	--------------------------------

Section C: Person Related to Current or Former Hays County Employee

N/A

Employee or Former Employee Name	Title
----------------------------------	-------

Name of Related Person	Title	Relationship
------------------------	-------	--------------

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:
Cobb, Fendley & Associates, Inc. has no known relationships in accordance with the above or are known to exist with Hays County.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Cobb, Fendley & Associates, Inc.

Name of Vendor

Sande Khoury

Signature of Certifying Official

Senior Vice President

Title of Certifying Official

Sandee Khoury, PE

Printed Name of Certifying Official

09/09/2022

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
Person	1st Degree	2nd Degree	3rd Degree*	4th Degree*
	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		
Person	1st Degree	2nd Degree
	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.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the execution of Change Order No.15 in the amount of \$175,962.26 to the Construction Contract with Cox Commercial Construction for the RM 3237 at RM 150 Roundabout (IFB-2021-B06) project as part of the Hays County Road Bond Program in Precinct 3 and amend the budget accordingly. **SHELL/BORCHERDING**

Summary:

Change Order No. 15 provides the final balancing for the overruns/under runs of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This change order also addresses a request from the Contractor for additional compensation including additional months of barricades and message boards.

This Change Order results in a net increase of \$175,962.26 to the contract amount, for an adjusted total contract amount of \$2,034,395.44. The original contract amount was \$1,654,710.80. No additional days will be added or deducted at this time as a result of this Change Order.

Fiscal Impact:

Amount Requested: \$175,962.26

Line Item Number: 035-803-96-772.5611_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond Funds (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$175,963 - Increase Project Construction 035-803-96-772.5611_400

(175,963) - Decrease General Construction 035-800-96.5611_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

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

New Revenue Y/N?: N/A

Comments:

Attachments

RM3237 Roundabout-Cox-CO15

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 15

1. CONTRACTOR: Cox Commerical Construction
2. Change Order Work Limits: Sta. N/a to Sta. N/A
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A, 2E (3 Max. - In order of importance - Primary first)

Project:	<u>RM 3237 Roundabout</u>
Roadway:	<u>RM 3237</u>
CSJ Number:	<u>0805-04-034</u>

5. Describe the work being revised:

1A: Incorrect PS&E

2E: Miscellaneous difference in site conditions (unforseeable)

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This change order also addresses a request from the Contractor for additional compensation.

6. Work to be performed in accordance with Items: (See Contract Items)
7. New or revised plan sheet(s) are attached and numbered: No
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change; and that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the explanation above.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$175,962.26

THE CONTRACTOR
 DocuSigned by:
 By Darren Okruhlik
 07DDDE48D81341E...
 Typed/Printed Name Darren Okruhlik
 Typed/Printed Title Sr. VP

RECOMMENDED FOR EXECUTION:

DocuSigned by:
Derek Woodruff
 4F00FF4469D045B...
 Construction Engineering Inspector Date 10/26/2022

 Transportation Director Date

DocuSigned by:
Victor Vargas
 3D6UC4871258474...
 General Engineering Consultant Date 10/26/2022

N/A
 County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
 County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
 County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

[illegible]

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	ADD or (DEDUCT)	QUANTITY	NEW	OVER/UNDER/
TO ADDRESS ASPHALTIC CONCRETE PAVEMENT OVERUNDS/ERRUNS									
340-40138	D-GR HMA (SGTY-0 PG76-22	TON	\$11,500	\$0.00		179.43	\$20,624.45		\$20,624.45
3076-6001	D-CR HMA (SGTY-8 PG64-22	TON	\$93.00	\$0.00		(365.18)	(\$33,961.83)		(\$33,961.83)
3076-6038	D-CR HMA (SGTY-8 PG64-22 (LEVEL UP)	TON	\$103.00	\$0.00		(1,333.85)	(\$133,365.00)		(\$133,365.00)
TO ADDRESS OVERUNDS/ERRUNS ON ITEMS DUE TO ERROR IN PLANS									
106-6017	REINFORCING STAB BASE & ASPH PAV (7'-12")	CY	\$7.10	\$0.00		1,826.06	\$12,864.60		\$12,864.60
132-6001	EMBANKMENT (FINAL/ORD COMP) (TY A)	CY	\$11.50	\$0.00		433.18	\$4,981.62		\$4,981.62
132-6003	EMBANKMENT (FINAL/ORD COMP) (TY B)	CY	\$11.50	\$0.00		(327.00)	(\$3,760.50)		(\$3,760.50)
160-6003	FURNISHING AND PLACING TOPSOIL	SY	\$1.50	\$0.00		(736.00)	(\$1,104.00)		(\$1,104.00)
164-6003	BROADCAST SEED (PERMI/URAL/CLAY)	SY	\$0.20	\$0.00		(825.00)	(\$165.00)		(\$165.00)
164-6071	BROADCAST SEED (TEMP/WARM OR COOL)	SY	\$0.20	\$0.00		(4,690.00)	(\$938.00)		(\$938.00)
169-6001	VEGETATIVE WATERING	MG	\$20.00	\$0.00		(146.00)	(\$2,920.00)		(\$2,920.00)
169-6001	SOIL TERTENTION BLANKETS (CL 1) (TY A)	SY	\$1.10	\$0.00		(825.00)	(\$907.50)		(\$907.50)
247-4366	FL BS (CMP IN PLCT) TY A GR % (FINAL POS)	CY	\$40.00	\$0.00		119.36	\$4,774.44		\$4,774.44
310-6001	PRIME COAT (MULTI) OPTION	GAL	\$5.00	\$0.00		(872.00)	(\$4,360.00)		(\$4,360.00)
340-6572	TRACK COAT	GAL	\$7.00	\$0.00		471.00	\$3,297.00		\$3,297.00
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	\$110.00	\$0.00		(174.00)	(\$19,140.00)		(\$19,140.00)
354-6045	PLANE ASPH CONC PAV (2")	SY	\$4.50	\$0.00		(1,728.00)	(\$7,776.00)		(\$7,776.00)
432-6001	RIPRAP CONC(4 IN)	CY	\$1,000.00	\$0.00		1.38	\$1,380.00		\$1,380.00
432-6002	RIPRAP CONC(3 IN)	CY	\$1,000.00	\$0.00		41.50	\$41,500.00)		(\$41,500.00)
506-6002	ROCK FILTER DAMS (INSTALLITY 2)	LF	\$42.00	\$0.00		(43.00)	(\$1,806.00)		(\$1,806.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$3.00	\$0.00		(185.00)	(\$555.00)		(\$555.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$3.00	\$0.00		(82.00)	(\$246.00)		(\$246.00)
506-6024	CONSTRUCTION EXITS (INSTALLITY 1)	SY	\$3.00	\$0.00		(82.00)	(\$246.00)		(\$246.00)
506-6047	BIDGE EROSION CONTROL (INSTALLITY 1) - INCLUDES REMOVABLE	LF	\$7.50	\$0.00		(87.00)	(\$652.50)		(\$652.50)
506-6047	TEMP SMART CONT FENCE (INLET PROTECTION)	LF	\$10.00	\$0.00		(88.00)	(\$880.00)		(\$880.00)
506-6003	CONSTRUCTION DETOURS (TY I)	SY	\$62.00	\$0.00		(63.30)	(\$3,936.60)		(\$3,936.60)
529-6008	CONC CURB & GUTTER (TY III)	LF	\$21.00	\$0.00		493.12	\$10,365.52		\$10,365.52
529-6011	CONC CURB (DOWNL) - SIDEWALK RISER 8"x6"	LF	\$38.00	\$0.00		(75.00)	(\$2,850.00)		(\$2,850.00)
530-6005	DRIVEWAYS (CONC)	SY	\$90.00	\$0.00		402.30	\$36,207.00		\$36,207.00
531-6002	CONC SIDEALKS (5")	SY	\$75.00	\$0.00		62.66	\$4,699.50		\$4,699.50
550-6011	MAIL BOX INSTALL-S (TWM-POST) TY 4	EA	\$300.00	\$0.00		(1.00)	\$300.00		\$300.00)
618-6023	CONDIT (PVC)(SCH 40)(2")	LF	\$20.00	\$0.00		(62.00)	(\$1,240.00)		(\$1,240.00)
624-6002	GROUND BOX TY 4 (122311) W/ APRON	EA	\$1,500.00	\$0.00		2.00	\$3,000.00		\$3,000.00)
644-6001	IN SM RD SN SUP&M TY10BNG (1)SAIP)	EA	\$700.00	\$0.00		1.00	\$700.00		\$700.00)
662-6050	WK ZN PAV MKR REMO (REFL) TY1 A-A	EA	\$4.00	\$0.00		(250.00)	(\$1,000.00)		(\$1,000.00)
662-6063	WK ZN PAV MKR REMO (W/4") (SLD)	LF	\$1.00	\$0.00		(482.00)	(\$482.00)		(\$482.00)
662-6075	WK ZN PAV MKR REMO(TY 1) (SLD)	LF	\$15.00	\$0.00		(40.00)	(\$600.00)		(\$600.00)
666-6038	REFL PAV MKR TY1 (W/3") (SLD)(100 MIL)	LF	\$2.00	\$0.00		8.00	\$16.00		\$16.00)
666-6039	REFL PAV MKR TY1 (W/12" (SLD)(100 MIL)	LF	\$3.00	\$0.00		14.00	\$42.00		\$42.00)
666-6043	REFL PAV MKR TY1 (W/12" (SLD)(100 MIL)	LF	\$3.00	\$0.00		14.00	\$42.00		\$42.00)
666-6043	REFL PAV MKR TY1 (W/12" (SLD)(100 MIL)	LF	\$3.00	\$0.00		14.00	\$42.00		\$42.00)
666-6170	REFL PAV MKR TY1 (W/12" (SLD)(100 MIL)	LF	\$3.00	\$0.00		(47.00)	(\$141.00)		(\$141.00)
666-6170	REFL PAV MKR TY1 (W/4") (SLD)	LF	\$0.40	\$0.00		1,353.00	\$541.20		\$541.20)
666-6170	REFL PAV MKR TY1 (W/4") (SLD)	LF	\$1.00	\$0.00		8.00	\$8.00		\$8.00)
666-6170	REFL PAV MKR TY1 (W/12" (SLD)	LF	\$2.00	\$0.00		14.00	\$28.00		\$28.00)
666-6182	REFL PAV MKR TY1 (W/24" (SLD)	LF	\$4.00	\$0.00		10.00	\$40.00		\$40.00)
666-6189	REFL PAV MKR TY1 (W/36" (SLD) TR)	EA	\$30.00	\$0.00		1.00	\$30.00		\$30.00)
666-6207	REFL PAV MKR TY1 (W/48" (SLD)	LF	\$0.40	\$0.00		1,320.00	\$528.00		\$528.00)
666-6212	REFL PAV MKR TY1 (W/12" (SLD)	LF	\$2.00	\$0.00		(47.00)	(\$94.00)		(\$94.00)
666-6303	TR PM RETREQ TY1 (W/48" (SLD)(100 MIL)	LF	\$0.70	\$0.00		4,436.00	\$3,105.20		\$3,105.20)
666-6315	REFL PAV MKR TY1 (W/48" (SLD)(100 MIL)	LF	\$0.70	\$0.00		(1,432.00)	(\$1,002.40)		(\$1,002.40)
666-6303	REFL PAV MKR TY1 (W/48" (SLD)(100 MIL)	EA	\$10.00	\$0.00		(2.00)	(\$20.00)		(\$20.00)
666-6303	REFL PAV MKR TY1 (W/48" (SLD)(100 MIL)	EA	\$6.00	\$0.00		(23.00)	(\$138.00)		(\$138.00)
666-6303	REFL PAV MKR TY1 (W/48" (SLD)(100 MIL)	EA	\$6.00	\$0.00		270.00	\$2,700.00)		\$2,700.00)
3084-6001	BONDING COURSE	GAL	\$1.00	\$0.00		(1,510.00)	(\$1,510.00)		(\$1,510.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00		(1,510.00)	(\$2,265.00)		(\$2,265.00)
3084-6001	UNDERSEAL COURSE	GAL	\$1.50	\$0.00					



Hays County Transportation Department Change Order Request Form

Date: October 21, 2022Contract Performance Date: September 13, 2021Project Name: RM 3237 Roundabout ProjectContract number: CSJ No. 0805-04-034Contractor/Consultant: Cox Commercial ConstructionChange Order Number: 15

Change in Scope Necessitating Change-Order:

CHECKED BY; ARIK LIANE
10/25/2022

This Change Order is necessary in order to compensate the Contractor for the additional asphaltic concrete pavement needed to be placed on the project. This change order also addresses the overrun/underrun of project items due to the change of the phasing of the project and due to errors in the plans; and request from the Contractor for additional compensation.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$1,654,710.80Net Amount of Previously Authorized Change Order: \$203,722.38Net Amount for this requested change order: \$175,962.26Total Contract Amount with all change orders: \$2,034,395.44Original Contract Performance Length: 240 Calendar DaysNet previous schedule change orders: N/A DaysNet Schedule adjustment requested this change order: N/A DaysTotal performance days with change orders: N/A DaysContractor: Darren Okruhlik Sign: Darren Okruhlik Date: 10/25/22Digitally signed by Darren Okruhlik
Date: 2022.10.25 11:47:02 -05'00'CEI HDR: Donald A. Peterson, P.E. Sign: [Signature] Date: 10/21/2022

Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

HDR Engineering, Inc.

Summary:

Item	Description	Quantity	Units	Unit Price		Request
TO ADDRESS ASPHALTIC CONCRETE PAVEMENT OVERRUNS/UNDERRUNS						
340-6138	D-GR HMA (SQ)TY-D PG76-22	179.43	TON	\$115.00		\$20,634.45
3076-6001	D-GR HMA (SQ)TY-B PG64-22	-365.181	TON	\$93.00		-\$33,961.83
3076-6038	D-GR HMA (SQ) TY-B PG64-22 (LEVEL UP)	1,333.65	TON	\$100.00		\$133,365.00
TO ADDRESS OVERRUNS/UNDERRUNS OF ITEMS DUE TO PHASING CHANGE AND DUE TO ERROR IN THE PLANS						
105-6014	REMOVING STAB BASE & ASPH PAV (7"-12")	1,826.00	SY	\$7.10		\$12,964.60
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	433.184	CY	\$11.50		\$4,981.62
132-6003	EMBANKMENT (FINAL) (ORD COMP)(TY B)	(327.00)	CY	\$11.50		-\$3,760.50
160-6003	FURNISHING AND PLACING TOPSOIL	(736.00)	SY	\$1.50		-\$1,104.00
164-6003	BROADCAST SEED (PERM)(RURAL)(CLAY)	(825.00)	SY	\$0.20		-\$165.00
164-6071	BROADCAST SEED (TEMP)(WARM OR COOL)	(4,690.00)	SY	\$0.20		-\$938.00
168-6001	VEGETATIVE WATERING	(146.00)	MG	\$20.00		-\$2,920.00
169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	(825.00)	SY	\$1.10		-\$907.50
247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	119.361	CY	\$40.00		\$4,774.44
310-6001	PRIME COAT(MULTI)OPTION	(872.00)	GAL	\$5.00		-\$4,360.00
340-6272	TACK COAT	471.00	GAL	\$7.00		\$3,297.00
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	(174.00)	SY	\$110.00		-\$19,140.00
354-6045	PLANE ASPH CONC PAV(2")	(1,728.00)	SY	\$4.50		-\$7,776.00
432-6001	RIPRAP (CONC)(4 IN)	1.38	CY	\$1,000.00		\$1,380.00
432-6002	RIPRAP (CONC)(5 IN)	(41.50)	CY	\$1,000.00		-\$41,500.00
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	(93.00)	LF	\$42.00		-\$3,906.00
506-6011	ROCK FILTER DAMS (REMOVE)	(156.00)	LF	\$3.00		-\$468.00
506-6024	CONSTRUCTION EXITS (REMOVE)	(60.00)	SY	\$3.00		-\$180.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	(396.00)	LF	\$0.30		-\$118.80
506-6041	BIODEG EROSN CONT LOGS (INSTL)(12") - INCLUDES REMOVABLE	(87.00)	LF	\$7.50		-\$652.50
506-6047	TEMP SDTM CONT FENCE (INLET PROTECTION)	(99.00)	LF	\$10.00		-\$990.00
508-6003	CONSTRUCTION DETOURS (TY I)	(63.30)	SY	\$52.00		-\$3,291.60
529-6008	CONC CURB & GUTTER (TY II)	493.12	LF	\$21.00		\$10,355.52
529-6011	CONC CURB (DOWEL) - SIDEWALK RISER 6"X6"	(75.00)	LF	\$38.00		-\$2,850.00
530-6005	DRIVEWAYS (CONC)	402.30	SY	\$90.00		\$36,207.00
530-6005	DRIVEWAYS (ACP)	62.66	SY	\$75.00		\$4,699.50
531-6002	CONC SIDEWALKS (5")	0.66	SY	\$85.00		\$56.10
560-6011	MAILBOX INSTALL-S (TWW-POST) TY 4	(1.00)	EA	\$300.00		-\$300.00
618-6023	CONDT (PVC) (SCH40) (2")	(82.00)	LF	\$20.00		-\$1,640.00
624-6002	GROUND BOX TY A (122311)W/APRON	2.00	EA	\$1,500.00		\$3,000.00
644-6001	IN SM RD SN SUP&AM TY1OBWG (1)SA(P)	1.00	EA	\$700.00		\$700.00
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	(250.00)	EA	\$4.00		-\$1,000.00
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	(482.00)	LF	\$1.00		-\$482.00
662-6075	WK ZN PAV MRK REMOV(Y)24"(SLD)	(40.00)	LF	\$15.00		-\$600.00
666-6036	REFL PAV MRK TY 1(W)8"(SLD)(100MIL)	8.00	LF	\$2.00		\$16.00
666-6039	REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	14.00	LF	\$3.00		\$42.00
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	10.00	LF	\$5.00		\$50.00
666-6102	REFL PAV MRK TY I(W)36"(YLD TRI)(100MIL)	1.00	LF	\$40.00		\$40.00
666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	(47.00)	LF	\$3.00		-\$141.00
666-6170	REFL PAV MRK TY II(W)4"(SLD)	1,353.00	LF	\$0.40		\$541.20
666-6178	REFL PAV MRK TY II (W)8"(SLD)	8.00	LF	\$1.00		\$8.00
666-6179	REFL PAV MRK TY II (W) 12"(LNDP)	14.00	LF	\$2.00		\$28.00
666-6182	REFL PAV MRK TY II (W) 24"(SLD)	10.00	LF	\$4.00		\$40.00
666-6199	REFL PAV MRK TY II (W)36"(YLD TRI)	1.00	EA	\$30.00		\$30.00
666-6207	REFL PAV MRK TY II (Y) 4"(SLD)	1,320.00	LF	\$0.40		\$528.00
666-6212	REFL PAV MRK TY II (Y) 12"(SLD)	(47.00)	LF	\$2.00		-\$94.00
666-6303	TR PM RET/REQ TY I (W)4"(SLD)(100ML)	4,436.00	LF	\$0.70		\$3,105.20
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	(1,432.00)	LF	\$0.70		-\$1,002.40
672-6007	REFL PAV MRKR TY I-C	(2.00)	EA	\$10.00		-\$20.00
672-6009	REFL PAV MRKR TY II-A-A	(23.00)	EA	\$6.00		-\$138.00
3084-6001	BONDING COURSE	270.00	GAL	\$11.00		\$2,970.00
3085-6001	UNDERSEAL COURSE	(1,510.00)	GAL	\$5.50		-\$8,305.00
9000-6003	RADAR TRAILERS -TWO WEEK SETUP	(1.00)	LS	\$1,875.43		-\$1,875.43
9000-6004	D-GR HMA (SQ)TY-B PG64-22(9")	(183.144)	SY	\$34.31		-\$6,283.67
9000-6006	INLET (COMP)(TY SIDEWALK BRIDGE)(MOD)	(1.00)	EA	\$11,280.00		-\$11,280.00
9000-6009	ADDITIONAL COMPENSATION REQUESTED BY THE CONTRACTOR	1.00	LS	\$77,781.45		\$77,781.45
9606-6005	FORCE ACCOUNT ID 1: REMOVE AND RELOCATE - ONE SET (TY II)(18 IN)(RCP)(6:1)(P) AND TWO SET (TY II)(24") RCP	1.00	LS	\$11,416.64		\$11,416.64
9606-6006	FORCE ACCOUNT ID 1: PAYMENT FOR OFF-DUTY POLICE OFFICERS	1.00	LS	\$6,725.25		\$6,725.25
	6Lv CONTROL OF MATERIALS (FAILING TESTS)	(1.00)	LS	\$1,623.48		-\$1,623.48
Subtotals						\$175,962.26

Notes:

This change order is necessary in order to address asphaltic concrete pavement and project items overruns/underruns due to phasing change and due to error in the plans. This change order also addresses final project item overruns and underruns.

RM 3237 Roundabout Project - CSI No. 0805-04-034

HDR Engineering, Inc.

Summary of Change Orders:

CHANGE ORDER No. 1 - Tree Trimming & Arborist Report.	\$13,545.00	0.82%
CHANGE ORDER No. 2 - Erosion Control Logs.	\$1,404.00	0.08%
CHANGE ORDER No. 3 - Illumination Redesign - Light Pollution.	\$58,577.04	3.54%
CHANGE ORDER No. 4 - Additional Tree Trimming.	\$2,478.00	0.15%
CHANGE ORDER No. 5 - Revised Traffic Control Plan Sheets.	\$0.00	0.00%
CHANGE ORDER No. 6 - Colored Stamp Concrete.	\$8,134.24	0.40%
CHANGE ORDER No. 7 - Work to Install Electric Service.	\$6,195.00	0.37%
CHANGE ORDER No. 8 - Line Extension to Electric Service & Two Radar Trailers.	\$6,884.04	0.42%
CHANGE ORDER No. 9 - Bond Breaker Roofing Felt Instead of Hot Mix Type D; Reduction of ITEM 340-6038 D-GR HMA (SQ)TY-D PG76-22 By 48 TONS & Realignment of Safety End Treatment.	-\$2,500.57	-0.15%
CHANGE ORDER No. 10 - To address response to RFI No. 12 & to address overruns.	\$50,909.60	3.08%
CHANGE ORDER No. 11 - To address bridge sidewalk modification and riser on sidewalk; to address overruns and the elimination of the temporary illumination; to address penalty on the colored stamped concrete; and to address response to RFI No. 12.	\$11,245.50	0.68%
CHANGE ORDER No. 12 - To address 15% deduction between the price between the original bid price and the new price for the stamped concrete to address the workmanship issues with the finished stamp concrete.	-\$3,924.71	-0.24%
CHANGE ORDER No. 13 - To address RFI 12 items - Additional Locations.	\$0.00	0.00%
CHANGE ORDER No. 14 - To install reinforced concrete pipe instead of concrete riprap.	\$50,775.24	3.07%
CHANGE ORDER No. 15 - To address asphaltic concrete pavement and item overruns/underruns due to change of phasing and due to error in the plans; and request from the Contractor for additional compensation.	\$175,962.26	10.63%
TOTAL =	\$379,684.64	22.95%

Original Contract Amount = \$1,654,710.80

Total Contract Amount with all Change Orders = \$2,034,395.44

ITEM 9000-6009 ADDITIONAL COMPENSATION REQUESTED BY THE CONTRACTOR**Breakdown as follows:**

Request for Time Extension:

Project scoped for 240 days or 7 months of barricades; however lasted 365 days or 12 months.

Time summary for RM 3237 Roundabout is as follows:

- * Time Begins: September 13, 2021
- * Time for Substantial Completion: July 18, 2022
- * Total Contract Days: 240 Calendar Days
- * Total Days Contract Used: 365 Calendar Days
- * Date Barricades Were Set: September 3, 2021
- * Date Barricades Were Removed: August 12, 2022

COX CONSTRUCTION REQUESTED THE FOLLOWING:

1. 5 Months of Barricades

\$2,000.00/MONTHS X 5 MONTHS = \$10,000.00

2. Compensation for Additional Time for Message Boards = 5 MONTHS

3 Message Boards at \$7,500.00 EA = \$22,500.00

Original Cost/MONTH = \$22,500/7 MONTHS = \$3,214.29

5 MONTHS X \$3,214.29 = \$16,071.45

3. Additional Overhead Per Hays County Project Manual Item 4L.5.2

Over Head = 6% X \$1,654,710.80 /240 Days = \$413.68/Day

365.00 Days -240 Days = 125.00 Days X \$413.68/day = \$51,710.00**TOTAL = \$10,000.00 + \$16,071.45 + \$51,710.00 = \$77,781.45**



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Jerry H. Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to approve a resolution in support of TXDOT designing and constructing signal lights on FM 110 at the intersections of Redwood Road and FM 621. **INGALSBE/BORCHERDING**

Summary:

Several serious accidents have occurred at the Redwood Road and FM 621 intersections along FM 110. A resolution in support of installation of signals at those intersections is required in order for TXDOT to begin the AFA approval process. Hays County will commit, through the Transportation Department budget, \$350,000 to the project.

Fiscal Impact:

Amount Requested: \$350,000

Line Item Number: 020-710-00.5448_010

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A, pending advanced funding agreement with TXDOT

G/L Account Validated Y/N?: Yes, Contract Services Road Work

New Revenue Y/N?: N/A

Comments:

Attachments

FM 110 Signal resolution revised



A Resolution of the Hays County Commissioners Court

Approving An Agreement between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter and Authorizing the County Judge to Execute the Agreement on behalf of Hays County.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, there is an immediate need for traffic signals at the intersection of FM 110 and Redwood Road and at the intersection of FM 110 and FM 621,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

- Hays County supports the construction of traffic signals along FM 110, and
- Hays County will provide \$350,000 to be used at the discretion of TXDOT for design or construction of signals at the intersection of FM 110 and Redwood Road and at the intersection of FM 110 and FM 621.

RESOLVED, ORDERED, AND DECLARED this 15th day of November, 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: 11/15/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to consider the release of the subdivision bond #ES00007788 in the amount of \$350,046.72 for Headwaters at Barton Creek subd., Phase 5, Section 1. **SMITH/BORCHERDING**

Summary

After the construction of the roads and surface drainage improvements for this section was accepted recently, it was later revealed that a subdivision bond was still being held for the project. This action will release the subdivision bond back to the developer, which wasn't included at that time.

Attachments

Subdivision bond for release

Bond No. ES00007788

Premium: \$ 2,625 .00/Annual

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, WFC Headwaters Owner VII, L.P. as Principal and, Everest Reinsurance Company, as Surety, are held and firmly bound unto the Hays County Judge as Obligee, in the sum of Three Hundred Fifty Thousand Forty-Six and 72/100 (\$350,046.72) Dollars for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our executors, administrator, successors, and assigns, firmly by these presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the plan(s)/specifications(s)/agreement, prepared by Malone Wheeler Inc, pertaining to drainage, street & erosion control improvements to the subdivision known as Headwaters at Barton Creek Subdivision-Phase 5, Section I

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal shall perform and complete said improvements to said development in accordance with either the plan(s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Obligee to the Principal and/or Surety.

Sealed with our seals and dated this 24th day of February, 2021.

Principal: WFC Headwaters Owner VII, L.P.

By: See Attached Signature Page

By: _____

Surety: Everest Reinsurance Company

By: 
Shane Wolf, Attorney-in-Fact



Bond No. ES00007788

HEADWATERS

WFC Headwaters Owner VII, L.P.

a Delaware limited partnership

By: WFC Headwaters GP VII, L.L.C.,

a Delaware limited liability company,

its General Partner

By: WFC Headwaters Holdings JV VII L.L.C.,

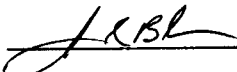
a Delaware limited liability company,

its Sole Member

By: FCA Austin, LLC,

a Delaware limited liability company,

its Administrative Member

By: 

Name: Jesse R. Baker

Title: Authorized Signatory

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On February 24, 2021 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

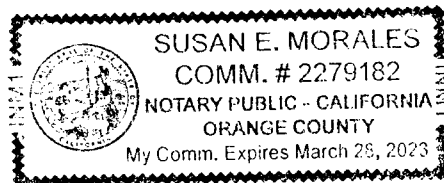
personally appeared Shane Wolf,
 who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
 name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
 he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by
 his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
 which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
 the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00007788

(Title or description of attached document)

Everest Reinsurance Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 2/24/21

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EVEREST

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 24th day of FEBRUARY 2021.



**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21048638 BOND
09/02/2021 03:36:14 PM Total Fees: \$0.00

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





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Jones

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle relating to the County's Kohlers Crossing/Union Pacific Railroad grade-separation project and amend the budget accordingly. **JONES/BORCHERDING**

Summary:

Hays County is developing the Kohlers Crossing/Union Pacific Railroad grade-separation project in cooperation with the Texas Department of Transportation (TxDOT). This project is an element of the County's 2016 Road Bond Program. Hays County and the City of Kyle have coordinated on the development and cost of the design for a shared use sidewalk and roadway overpass aesthetic treatments that the City of Kyle has requested be incorporated into the design of the grade-separation. The total cost of the design for the shared use sidewalk and roadway overpass aesthetic treatments is currently estimated to be \$165,000.00 and would be the responsibility of the City of Kyle. The Interlocal Agreement would memorialize the roles and responsibilities of Hays County and the City of Kyle regarding development and cost of the design for the shared use sidewalk and roadway overpass aesthetic treatments.

Fiscal Impact:

Amount Requested: None

Line Item Number: 035-802-96-651.4301/5621_400

Budget Office:

Source of Funds: Intergovernmental revenue from City of Kyle

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$165,000) - Increase Intergovernmental Revenue 035-802-96-651.4301

\$165,000 - Increase Engineering_Operating 035-802-96-651.5621_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenue and Engineering Operating Expense

New Revenue Y/N?: Yes

Comments:

Attachments

Kohlers Crossing ILA with City of Kyle

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF KYLE
RELATED TO THE PROPOSED KOHLERS CROSSING OVERPASS PROJECT

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

This Interlocal Agreement (the “**Agreement**”) is entered into as of this ____1st____ day of _____November_____, 2022, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and the City of Kyle, a Texas home-rule municipality (the “**City**”) (collectively, the “**Parties**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

RECITALS

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

WHEREAS, the County desires to pursue development of a roadway overpass at the Union Pacific Railroad (the “**UPRR**”) and Kohlers Crossing (the “**Project**”); and

WHEREAS, the City desires to aesthetically enhance the roadway overpass and expand the width of the shared use sidewalk from 8’ to 12’ on the south side of the proposed structure;

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

I.
PURPOSE

1.02 General. The purpose of this Agreement is to provide an understanding between the Parties that facilitates the design of the shared use sidewalk and the application of roadway overpass aesthetics. The location of the UPRR and Kohlers Crossing is shown in Exhibit A.

II. COUNTY OBLIGATIONS

2.01 Design Costs. The County shall be responsible for contracting with HDR, Inc. for the preliminary engineering and environmental clearance costs for the Project. The County shall execute a Supplemental Agreement with HDR, Inc. for the costs related to expansion of the shared use sidewalk from 8' to 12' on the south side of the roadway overpass and application of aesthetics. The City shall be responsible for the costs associated with the Supplemental Agreement. Design costs for any additional changes requested by the City not related to the expansion of the width of the shared use sidewalk from 8' to 12' on the south side of the roadway overpass and application of aesthetics shall be addressed in an Amendment to this Interlocal Agreement, as appropriate.

2.02 Aesthetic Treatment Design Requirements. The City requires that the following be incorporated into the design of the aesthetics application as noted above:

- Street Lights must meet City of Kyle Ordinance No. 1153 to meet the Subdivision Lighting Plan Section of the Ordinance to match Burleson Street and Philomena Road existing street lighting.
- Steel plates will be provided as possible on barrier structures. Steel plates will be one inch (1") thick, ten feet (10') wide flat steel plates five foot two inches (5'2") tall with three inch (3") maximum spacing between each plate.
- Four (4) obelisks will be provided on bridge structure similar to obelisks provided at the I-35 at Yarrington Road bridge structure.

Any changes from the above aesthetics must be approved in writing by the City of Kyle, City Engineer.

III. CITY OBLIGATIONS

3.01 Design Cost Reimbursements. The City shall be responsible for the additional design costs associated with the changes required to expand the proposed 8' sidewalk to 12' on the south side and for the added enhancements, estimated to be \$165,000.00. The County shall provide the City with an invoice for the additional design costs upon execution of the County's Supplemental Agreement with HDR, Inc. The City shall provide funds to the County within thirty (30) calendar days upon receipt of the invoice. Reimbursement by the City shall be dependent on the appropriation of funding each fiscal year by the Kyle City Council. If budgetary constraints cause the Kyle City Council to prioritize other budgetary needs, then the City's reimbursement responsibility shall be added to the next fiscal year's reimbursement responsibilities. The term of this agreement shall continue until the City's reimbursement responsibility has been satisfied.

It is the intent to include the construction costs related to the sidewalk expansion and aesthetic treatments in a future grant application. If construction funding for the aesthetics treatments is determined to be ineligible for grant funding, an amendment to this Interlocal Agreement will be required to address the City's responsibility for those construction costs.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

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

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

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

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

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

V. GENERAL PROVISIONS

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

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon final reimbursement of design costs by the City.

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

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

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

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

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

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

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

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

CITY: 100 W. Center St.
Kyle, Texas 78640
Attn: Travis Mitchell, Mayor
Telephone: 512-262-1010
Email: mayormitchell@cityofkyle.com

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

Facsimile: (512) 393-7393

WITH COPY TO: Office of General Counsel
111 E. San Antonio Street, Suite 202
San Marcos, TX 78666

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

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

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

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

(SIGNATURES ON FOLLOWING PAGE)

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
County Clerk

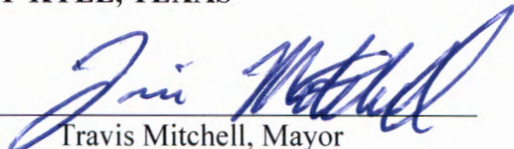
THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by County Judge Ruben Becerra of Hays County, Texas, on behalf of said County.

Notary Public, State of Texas

CITY OF KYLE, TEXAS

By: _____

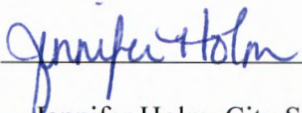

Travis Mitchell, Mayor

Date: _____

11/1/2022

ATTEST:

By: _____



Jennifer Holm, City Secretary

THE STATE OF TEXAS

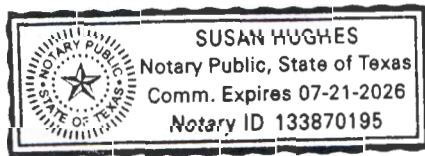
§

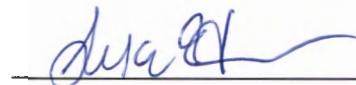
§

COUNTY OF HAYS

§

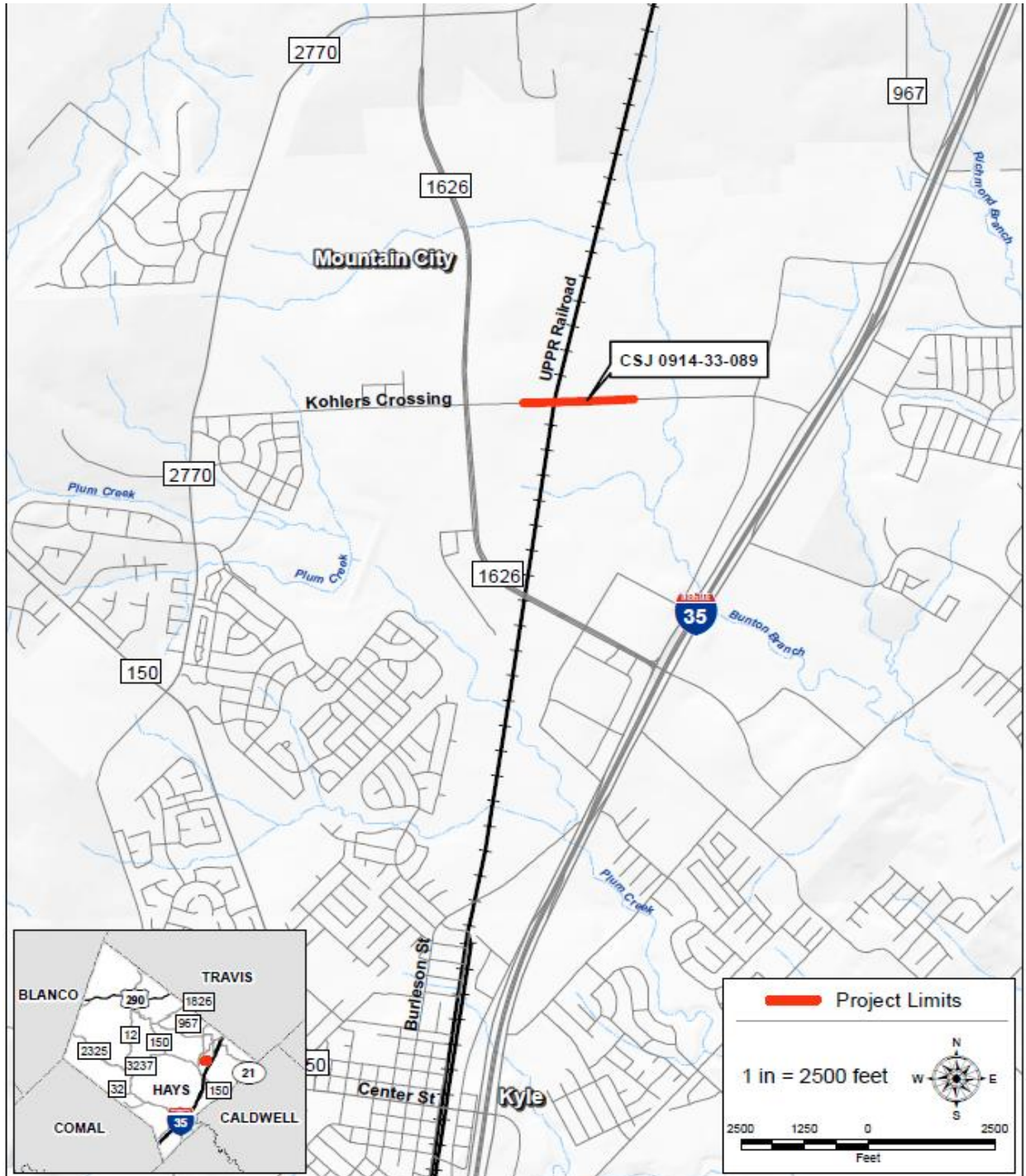
THIS INSTRUMENT was acknowledged before me on this 1 day of November, 2022, by Travis Mitchell, Mayor of the City of Kyle, a Texas home-rule city, on behalf of said city.





Notary Public, State of Texas

EXHIBIT A



KOHLERS CROSSING RAILROAD BRIDGE

CSJ 0914-33-089

HAYS COUNTY, TX

2/10/2021



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Jones

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$110,000.00 to the Professional Services Agreement between Hays County and HDR Engineering, Inc. for engineering design services for Kohlers Crossing grade separation at Union Pacific Railroad in Pct. 2, and amend the budget accordingly. **JONES/BORCHERDING**

Summary:

The requested Contract Amendment No. 1 increases the contract compensation cap by \$110,000.00 from \$800,000.00 to \$910,000.00. This will allow for the execution of Supplemental No. 3 to Work Authorization No. 1 in the amount of \$144,626.32 which authorizes the addition of a path and aesthetic treatments requested by the City of Kyle to the design of the Kohlers Crossing Project.

Fiscal Impact:

Amount Requested: \$110,000.00

Line Item Number: 035-802-651.5621_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$110,000 - Increase Pct. 2 Kohler Crossing project Engineering 035-802-96-651.5621_400

(\$110,000) - Decrease General Construction 035-800-96.5611_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, RFQ

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

New Revenue Y/N?: N/A

Comments:

Attachments

KohlersXing-HDR-Amendment01

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

**HAYS COUNTY ROAD BOND PROJECT:
Kohlrs Crossing UPRR Grade Separation Improvements ("Project")**

THIS CONTRACT AMENDMENT NO. 1_ to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 15, 2019 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 800,000 ; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$ 800,000 to \$ 910,000 .

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

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

ENGINEER:

By: 
Signature

Justin A. Word
Printed Name

Vice President
Title

10/11/2022
Date


COUNTY:

By: _____
Signature

Printed Name

Title

Date


11/4/2022



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to approve the selection of Raba-Kistner, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call basis related to road improvement projects in Hays County; and authorize staff and counsel to negotiate a contract, as well as a Work Authorization #1 for CE&I services on the FM 110 South Grading project as part of the TxDOT/Hays County Partnership Program. **INGALSBE/BORCHERDING**

Summary

The FM 110 South Grading project as part of the TxDOT/Hays County Partnership Program requires construction, engineering & inspection services to support the construction phase of this project. If Raba-Kistner, Inc. should be approved for an On-Call CE&I Services contract, it is the intent to negotiate and process for execution a Work Authorization for the FM 110 South Grading project.

Raba-Kistner, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2022-Q02 on October 11, 2022 Item #38136. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$40,000.00 to the Professional Services Agreement between Hays County and K Friese & Associates, Inc. to provide post construction drainage report and documents for the Lime Kiln Road project in Precinct 3 and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SHELL/BORCHARDING**

Summary:

The requested Contract Amendment No. 1 increases the contract compensation cap by \$40,000.00 from \$110,000.00 to \$150,000.00. This will allow for the execution of Supplemental No. 2 to Work Authorization No. 1 in the amount of \$52,000.00 which authorizes the completion of a FEMA Letter of Map Revision application process utilizing updated Physical Map Revisions (PMR) model provided by FEMA.

Fiscal Impact:

Amount Requested: \$40,000.00

Line Item Number: 020-710-00-868.5621_700

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N? Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since amendment exceeds 25% of original contract amount.

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay

New Revenue Y/N?: N/A

Comments:

Attachments

LimeKilnLOMR-KFA-Amendment01

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

**HAYS COUNTY ROAD BOND PROJECT:
Lime Kiln Road LOMR ("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and K Friese + Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective April 20, 2021 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$110,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$110,000.00 to \$150,000.00.

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

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

ENGINEER:

By: _____
Signature

Thomas M. Owens, P.E.
Printed Name

Executive Vice President
Title

01 NOV 22
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
11/7/2022



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, and release of the Letter of Credit #20224122 in the amount of \$424,008.25 for 6 Creeks subd., Phase 1, Section 6A. SHELL/BORCHERDING

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements. The roads within this section will be privately maintained.

Attachments

Backup documents

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

November 9, 2022

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: 6 Creeks subdivision, Phase 1, Section 6A (private)

Dear Commissioners and Judge:

Becky Carroll, P.E. with Pape-Dawson Engineers, Inc., is requesting that Hays County accept the construction of roads and surface drainage improvements for 6 Creeks subdivision, Phase 1, Section 6A, and release the Letter of Credit #20224122 in the amount of \$424,008.25. These roads will be privately maintained. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

A handwritten signature in black ink, reading "Jerry Borcharding". The signature is written in a cursive style with a large, stylized "J" and "B".

Jerry Borcharding, P.E.
Director
Hays County Transportation

November 4, 2022

Mr. Jim Parman
Hays County Transportation Department
2171 Yarrington Rd
Kyle, TX 78640

Re: Engineer's Concurrence for Project Acceptance

Dear Mr. Parman:

Project: 6 Creeks-Phase 1, Section 6A
Date: November 4, 2022
Developer: HMBRR Development, Inc.
2901 Bee Caves Road, Suite F
Austin, TX 78746

Consultant Engineer: Pape-Dawson Engineers, Inc.
Attn: Becky Carroll, P.E.
2000 NW Loop 410
San Antonio, TX 78213

On this date, I, the undersigned Professional Engineer in the State of Texas, confirm that a member of my staff had met with the Project Contractor, and made a final visual observation of the above referenced project. The Section 6A project is a private development and Hays County did not request to be present for a final walk-through. The items noted during the final walk-through on October 4, 2022 have been addressed and no other discrepancies from the approved plans were found other than those identified on the Plan of Record. I, therefore, recommend acceptance of this project by the City of Kyle and Hays County.

Sincerely,
Pape-Dawson Engineers, Inc.



Becky Carroll, P.E.
Vice President

P:\81\41\17\Word\Letters\221103a1 HaysCo-S6A Concurrence Letter.docx



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Smith

Agenda Item

PLN-2026-NP; Anthem, Phase 4A Subdivision (108 Lots). Discussion and possible action to approve final plat and accept fiscal surety for street and drainage improvements. **SMITH/MACHACEK**

Summary

Anthem, Phase 4A is a proposed subdivision located off of FM 150 in Precinct 4.

This section includes 102 Residential lots, 5 Open Space/Drainage Easement lots, and 1 Lift Station lot.

Water and wastewater service will be provided by City of Kyle.

Of the estimated costs for street and drainage improvements in the amount of \$1,021,493.78, the remaining costs amount to \$932,453.78.

Attachments

Plat

General Location Map

Bond

STATE OF TEXAS :
COUNTY OF HAYS :

KNOW ALL MEN BY THESE PRESENTS:

THAT, KYLE 150 LP, OWNER OF 37.643 ACRES OUT OF THE JOHN COOPER SURVEY NO. 13, ABSTRACT 100 IN HAYS COUNTY, TEXAS, AS CONVEYED BY DEED OF RECORD IN VOLUME 5272, PAGE 475 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 37.643 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:

ANTHEM PHASE 4A FINAL PLAT

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____ A.D.

AUSTIN, TEXAS 78746

BY:

CLARK WILSON FOR KYLE 150 LP
5312 PARK HOLLOW LANE, AUSTIN, TX 78746

STATE OF TEXAS :
COUNTY OF TRAVIS :

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARK WILSON 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 EXPRESSED.

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

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY, ENTIRELY WITHIN THE BOUNDARY OF THE ANTHEM M.U.D. NO. 1.
2. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOODPLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C 0270 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
7. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
8. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 5,208 L.F.
9. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
10. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 6.339 ACRES.
11. ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.
12. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
13. GREENBELT DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
14. SIDEWALKS SHALL BE CONSTRUCTED ALONG AT LEAST ON SIDE OF EACH RESIDENTIAL STREET AND MAINTAINED BY ANTHEM MUD NO. 1.
15. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF MOUNTAIN CITY, TEXAS.
16. GAS IS PROVIDED BY CENTERPOINT ENERGY.
17. TELEPHONE/CABLE PROVIDED BY TIME WARNER.
18. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
19. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
20. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).
21. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS.
22. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE, COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
23. 15' UTILITY EASEMENTS SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED RIGHT OF WAY.
24. FOR THE TWO (2), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
25. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD#5.
26. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE PHASING AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON APRIL 4, 2017, AND THE FIRST AMENDMENT TO THE PHASING AGREEMENT EXECUTED DECEMBER 17, 2019.
27. PURSUANT TO CHAPTER 245 SECTION 004 (EXEMPTIONS) THE CONSTRUCTION STANDARDS ADOPTED BY HAYS COUNTY FOR THE HEALTH AND WELFARE OF THE PUBLIC ARE NOT EXEMPTED FROM CHANGE AND THUS ARE NOT CONSIDERED GRAND-FATHERED. IT IS THE DECISION OF THE HAYS COUNTY TRANSPORTATION AND DEVELOPMENT SERVICES DEPARTMENTS THAT THE CONSTRUCTION AND DESIGN STANDARDS AT THE TIME OF ORIGINAL PLATTING SHALL BE HONORED FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF FINAL PLAT ACCEPTANCE. IF CONSTRUCTION HAS STARTED PRIOR TO THE FIVE YEAR EXPIRATION DATE THEN THE PHASES FOR WHICH THE COUNTY HAS COMPLETE CONSTRUCTION PLANS FOR SHALL BE ALLOWED TO USE THE ORIGINAL STANDARDS. SUBSEQUENT PHASES THAT HAVE NOT BEEN FULLY DESIGNED AND APPROVED AT THAT POINT SHALL BE DESIGNED TO THE MOST CURRENT STANDARDS AND SPECIFICATIONS.
28. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONER'S COURT OF HAYS COUNTY, TEXAS ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS :
COUNTY OF HAYS :

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACCURATE AND ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY, TEXAS.

NOT FOR RECORDATION

ROBERT GERTSON, RPLS 6367
ATWELL-GROUP, LLC
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TEXAS 78746

DATE

STATE OF TEXAS :
COUNTY OF HAYS :

I, DAVID B. FUSILIER, P.E., A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF ANY RESIDENTIAL LOT IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48209C 0290 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY AND/OR GREENBELT DRAINAGE LOTS OR EASEMENTS SHOWN ON THE ATTACHED PLAT.

NOT FOR RECORDATION

DAVID B. FUSILIER, P.E. 87710
ATWELL-GROUP, LLC
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TEXAS 78746

DATE

THIS PLAT OF ANTHEM PHASE 4A, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MOUNTAIN CITY, TEXAS IS HEREBY APPROVED BY SUCH COMMISSION.

THIS THE _____ DAY OF _____, 20____

BY:

CHAIRMAN

ATTEST:

ANTHEM PHASE 4A IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF THE CITY OF KYLE, TEXAS. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE CITY OF KYLE'S WATER AND WASTEWATER SYSTEM.

HARPER WILDER, PUBLIC WORKS DIRECTOR
CITY OF KYLE, TEXAS

DATE

BRANDON BRYDSON, PRESIDENT
ANTHEM M.U.D. NO. 1

DATE

SEWAGE DISPOSAL / INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

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.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

ERIC VAN GAASBEEK, CFM, RS
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____ A.D., THE COMMISSIONER'S 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 INSTRUMENT NUMBER _____.

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D. 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 _____, 20____ A.D.

ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

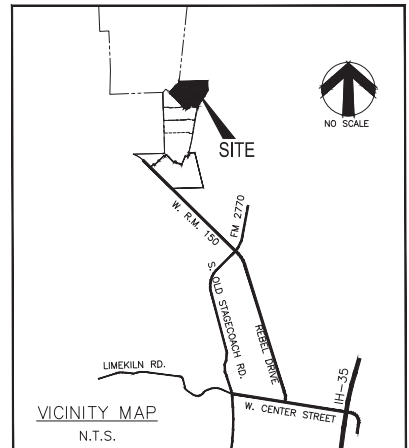
1. BEARINGS ARE REFERENCED TO TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
2. ELEVATIONS ARE BASED ON NAVD 1988 DATUM.
3. 1/2" IRON RODS WITH CAPS SET AT ALL CORNERS, UNLESS OTHERWISE NOTED.

TBM #1
IRON ROD WITH CAP STAMPED "AST" AT THE NORTH R/W LINE OF RM150, 8.5' NE OF THE NW CORNER ON SAFETY END TREATMENT OF 18" CMP, 21' NORTH OF THE NORTHERN EDGE OF PAVEMENT AND 9' WEST OF A GRAVEL DRIVE.

TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE
COORDINATES:
N = 13923074.71
E = 2313177.69
ELEVATION = 871.77 NAVD88

TBM #2
IRON ROD WITH CAP STAMPED "AST" AT THE NORTH R/W LINE OF RM150, 400' EAST OF A MAILBOX, 25' SOUTH OF A WIRE FENCE AND 18' NORTH OF THE EDGE OF PAVEMENT.

TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE
COORDINATES:
N = 13921486.178
E = 2314866.42
ELEVATION = 866.51 NAVD88



PROJECT: ANTHEM
PHASE 4A

JOB NUMBER: ANTHEM 4A

SURVEY DATE: APRIL 2022

SCALE: 1" = 100'

SURVEYOR: ROBERT GERTSON

TECHNICIAN: EB

DRAWING:

DESCRIPTION:

PARTY CHIEF:

FIELD BOOKS:



ATWELL
366.650.4200 www.atwell-group.com

805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746

TBPE NO. 12242

**ANTHEM
PHASE 4A
FINAL PLAT**

**SHEET
1
OF 3**

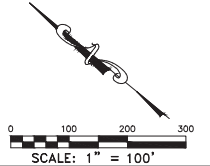
TOTAL NO. SINGLE FAMILY LOTS: 102 (17.84 AC.)
AVERAGE SIZE OF SINGLE FAMILY LOT = 0.17 AC.
TOTAL NO. OPEN SPACE & DRAINAGE EASEMENT LOTS: 6 (13.66 AC.)
TOTAL NO. BLOCKS: 4

LOT SIZE	NO.
>10 ACRES	1
5 TO 10 ACRES	0
2 TO 5 ACRES	0
1 TO 2 ACRES	0
<1 ACRE	107

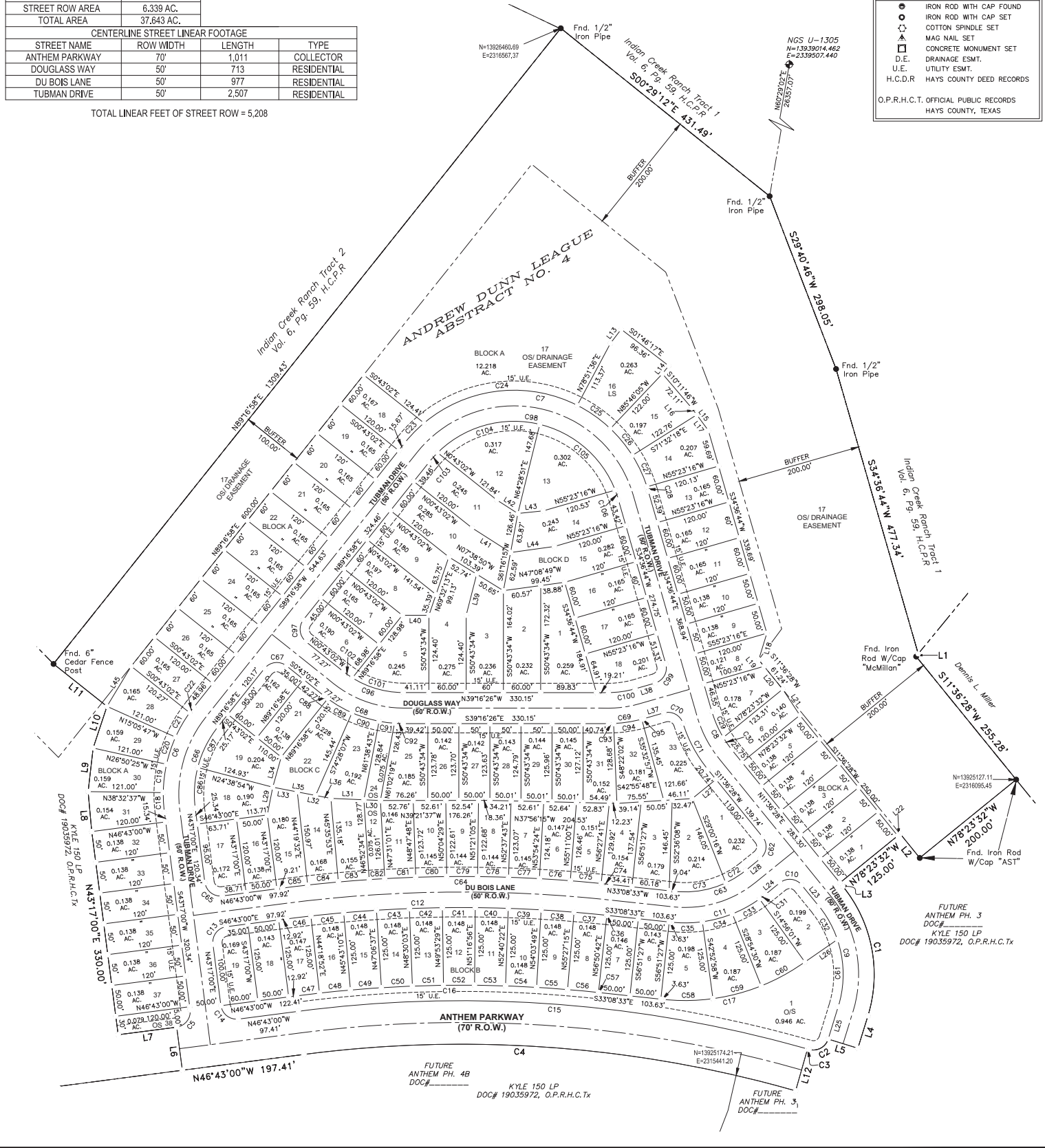
LOT AREA	31,304 AC.
STREET ROW AREA	6,339 AC.
TOTAL AREA	37,643 AC.

CENTERLINE STREET LINEAR FOOTAGE			
STREET NAME	ROW WIDTH	LENGTH	TYPE
ANTHEM PARKWAY	70'	1,011	COLLECTOR
DOUGLASS WAY	50'	713	RESIDENTIAL
DU BOIS LANE	50'	977	RESIDENTIAL
TUBMAN DRIVE	50'	2,507	RESIDENTIAL

TOTAL LINEAR FEET OF STREET ROW = 5,208



LEGEND:	
●	IRON ROD WITH CAP FOUND
○	IRON ROD WITH CAP SET
☆	COTTON SPINDLE SET
▲	MAG NAIL SET
□	CONCRETE MONUMENT SET
D.E.	DRAINAGE ESMT.
U.E.	UTILITY ESMT.
H.C.D.R.	HAYS COUNTY DEED RECORDS
O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS	



PROJECT: ANTHEM
PHASE 4A
JOB NUMBER: ANTHEM 4A
SURVEY DATE: APRIL 2022
SCALE: 1" = 100'
SURVEYOR: ROBERT GERTSON
TECHNICIAN: EB
DRAWING:
DESCRIPTION:
PARTY CHIEF:
FIELD BOOKS:



TBPE NO. 12242

ANTHEM
PHASE 4A
FINAL PLAT

SHEET
2
OF 3

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	56°15'35"	225.00'	220.93'	N39°44'15"E	212.16'
C2	88°47'35"	25.00'	38.74'	S67°44'10"E	34.98'
C3	0°04'29"	2035.01'	2.65'	N23°22'37"W	2.65'
C4	23°18'09"	1965.00'	799.18'	N35°03'56"W	793.68'
C5	90°00'00"	25.00'	39.27'	N88°17'00"E	35.36'
C6	45°59'58"	225.00'	180.64'	S66°16'59"W	175.83'
C7	125°19'47"	225.00'	492.17'	N28°03'09"W	399.75'
C8	23°00'17"	175.00'	70.26'	N23°06'36"E	69.79'
C9	56°15'35"	175.00'	171.84'	N39°44'15"E	165.02'
C10	90°00'00"	25.00'	39.27'	N33°23'32"W	35.36'
C11	45°14'59"	205.00'	161.90'	S55°46'03"E	157.73'
C12	13°34'27"	2185.00'	517.66'	N39°55'47"W	516.45'
C13	90°00'00"	25.00'	39.27'	S88°17'00"W	35.36'
C14	90°00'00"	25.00'	39.27'	S1°43'00"E	35.36'
C15	23°18'09"	2035.00'	827.65'	N35°03'56"W	821.95'
C16	13°34'27"	2060.00'	488.05'	N39°55'47"W	486.91'
C17	41°55'25"	330.00'	241.46'	N54°06'16"W	236.11'
C18	8°10'24"	225.00'	32.10'	S47°22'11"W	32.07'
C19	11°42'11"	225.00'	45.96'	S57°18'29"W	45.88'
C20	11°44'39"	225.00'	46.12'	S69°01'54"W	46.04'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C21	11°33'56"	225.00'	45.42'	S80°41'11"W	45.34'
C22	2°48'48"	225.00'	11.05'	S87°52'33"W	11.05'
C23	11°21'42"	225.00'	44.62'	N85°02'12"W	44.54'
C24	66°56'33"	225.00'	262.88'	N45°53'04"W	248.18'
C25	16°38'43"	225.00'	65.37'	N4°05'27"W	65.14'
C26	14°13'48"	225.00'	55.88'	N11°20'48"E	55.74'
C27	14°12'43"	225.00'	55.81'	N25°34'03"E	55.67'
C28	1°56'20"	225.00'	7.61'	N33°38'35"E	7.61'
C29	15°02'24"	175.00'	45.94'	S27°05'32"W	45.81'
C30	7°57'53"	175.00'	24.33'	S15°35'24"W	24.31'
C31	3°19'34"	205.00'	11.90'	S76°43'46"E	11.90'
C32	20°19'57"	175.00'	62.10'	N21°46'26"E	61.78'
C33	13°58'28"	205.00'	50.00'	S68°04'44"E	49.88'
C34	13°58'28"	205.00'	50.00'	S54°06'16"E	49.88'
C35	13°58'28"	205.00'	50.00'	S40°07'47"E	49.88'
C36	0°01'33"	2185.00'	0.98'	N33°09'20"W	0.98'
C37	1°23'27"	2185.00'	53.04'	N33°51'49"W	53.04'
C38	1°23'27"	2185.00'	53.04'	N35°15'16"W	53.04'
C39	1°23'27"	2185.00'	53.04'	N36°38'43"W	53.03'
C40	1°23'27"	2185.00'	53.04'	N38°02'09"W	53.03'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C41	1°23'27"	2185.00'	53.04'	N39°25'36"W	53.03'
C42	1°23'27"	2185.00'	53.04'	N40°49'02"W	53.03'
C43	1°23'27"	2185.00'	53.03'	N42°12'29"W	53.03'
C44	1°23'26"	2185.00'	53.03'	N43°35'55"W	53.03'
C45	1°23'29"	2185.00'	53.07'	N44°59'23"W	53.06'
C46	1°01'52"	2185.00'	39.33'	N46°12'04"W	39.32'
C47	1°01'52"	2060.00'	37.08'	N46°12'04"W	37.08'
C48	1°23'26"	2060.00'	50.00'	N44°59'25"W	50.00'
C49	1°23'26"	2060.00'	50.00'	N43°35'58"W	50.00'
C50	1°23'27"	2060.00'	50.00'	N42°12'32"W	50.00'
C51	1°23'27"	2060.00'	50.00'	N40°49'05"W	50.00'
C52	1°23'27"	2060.00'	50.00'	N39°25'39"W	50.00'
C53	1°23'27"	2060.00'	50.00'	N38°02'12"W	50.00'
C54	1°23'27"	2060.00'	50.00'	N36°38'46"W	50.00'
C55	1°23'27"	2060.00'	50.00'	N35°15'19"W	50.00'
C56	1°23'27"	2060.00'	50.00'	N33°51'52"W	50.00'
C57	0°01'36"	2060.00'	0.96'	N33°09'21"W	0.96'
C58	13°58'28"	330.00'	80.49'	S40°07'47"E	80.29'
C59	13°58'28"	330.00'	80.49'	S54°06'16"E	80.29'
C60	13°58'28"	330.00'	80.49'	S68°04'44"E	80.29'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C61	35°55'38"	175.00'	109.73'	N49°54'13"E	107.94'
C62	90°00'00"	25.00'	39.27'	N56°36'28"E	35.36'
C63	45°14'59"	155.00'	122.41'	S55°46'03"E	119.26'
C64	13°34'27"	2235.00'	529.51'	N39°55'47"W	528.27'
C65	90°00'00"	25.00'	39.27'	S1°43'00"E	35.36'
C66	45°59'58"	175.00'	140.50'	S66°16'59"W	136.75'
C67	90°00'00"	25.00'	39.27'	N45°43'02"W	35.36'
C68	38°33'24"	205.00'	137.95'	S19°59'44"E	135.36'
C69	16°06'49"	205.00'	57.65'	S47°19'51"E	57.46'
C70	88°40'08"	25.00'	38.69'	N11°03'12"W	34.94'
C71	21°40'25"	225.00'	85.11'	S22°26'40"W	84.61'
C72	14°02'03"	155.00'	37.97'	S71°22'31"E	37.87'
C73	31°12'56"	155.00'	84.45'	S48°45'01"E	83.41'
C74	0°23'46"	2235.00'	15.45'	N33°20'26"W	15.45'
C75	1°16'41"	2235.00'	49.86'	N34°10'40"W	49.86'
C76	1°16'36"	2235.00'	49.80'	N35°27'18"W	49.80'
C77	1°16'40"	2235.00'	49.85'	N36°43'57"W	49.85'
C78	1°16'38"	2235.00'	49.82'	N38°00'36"W	49.82'
C79	1°16'37"	2235.00'	49.81'	N39°17'13"W	49.81'
C80	1°16'41"	2235.00'	49.85'	N40°33'52"W	49.85'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C81	1°16'47"	2235.00'	49.92'	N41°50'36"W	49.92'
C82	0°38'27"	2235.00'	25.00'	N42°48'13"W	25.00'
C83	1°16'40"	2235.00'	49.85'	N43°45'46"W	49.84'
C84	1°16'21"	2235.00'	49.64'	N45°02'17"W	49.64'
C85	1°02'33"	2235.00'	40.66'	N46°11'44"W	40.66'
C86	2°41'04"	175.00'	66.38'	S54°09'02"W	65.99'
C87	24°15'54"	175.00'	74.11'	S27°09'01"W	73.56'
C88	2°09'42"	205.00'	7.73'	S1°47'53"E	7.73'
C89	12°39'08"	205.00'	45.27'	S9°12'19"E	45.18'
C90	12°46'45"	205.00'	45.72'	S21°55'15"E	45.63'
C91	6°59'14"	205.00'	25.00'	S31°48'15"E	24.98'
C92	3°58'34"	205.00'	14.23'	S37°17'09"E	14.22'
C93	2°21'32"	205.00'	8.44'	S40°27'12"E	8.44'
C94	12°49'05"	205.00'	45.86'	N38°02'30"E	45.77'
C95	0°56'13"	205.00'	3.35'	S54°55'09"E	3.35'
C96	38°33'24"	155.00'	104.31'	S19°59'44"E	102.35'
C97	90°00'00"	25.00'	39.27'	S44°16'58"W	35.36'
C98	125°19'47"	175.00'	382.80'	N28°03'09"W	310.92'
C99	90°00'00"	25.00'	39.27'	N79°36'44"E	35.36'
C100	16°06'49"	155.00'	43.59'	S47°19'51"E	43.45'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C101	31°59'15"	155.00'	86.53'	S23°16'49"E	85.42'
C102	6°34'09"	155.00'	17.77'	S4°00'07"E	17.76'
C103	6°44'26"	175.00'	20.59'	N87°20'49"W	20.58'
C104	58°21'01"	175.00'	178.22'	N54°48'06"W	170.62'
C105	54°48'07"	175.00'	167.38'	N1°46'27"E	161.07'
C106	5°26'14"	175.00'	16.61'	N31°53'38"E	16.60'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	S87°30'03"W	5.50'
L2	N11°36'28"E	50.00'
L3	S11°36'28"W	7.54'
L4	S67°52'02"W	54.78'
L5	N22°07'58"W	50.00'
L6	N43°17'00"E	70.00'
L7	N46°43'00"W	95.00'
L8	N45°30'53"E	64.58'
L9	N57°18'29"E	70.55'
L10	N69°01'54"E	70.80'
L11	N0°52'39"W	109.84'
L13	S88°06'10"W	28.41'
L14	N88°13'39"E	16.30'
L15	S14°10'55"W	45.38'
L16	S14°10'55"W	13.97'
L17	S14°10'55"W	31.40'
L18	S67°46'04"W	44.68'
L19	S11°36'28"W	13.69'
L20	S11°36'28"W	47.55'
L21	S17°19'06"W	50.25'

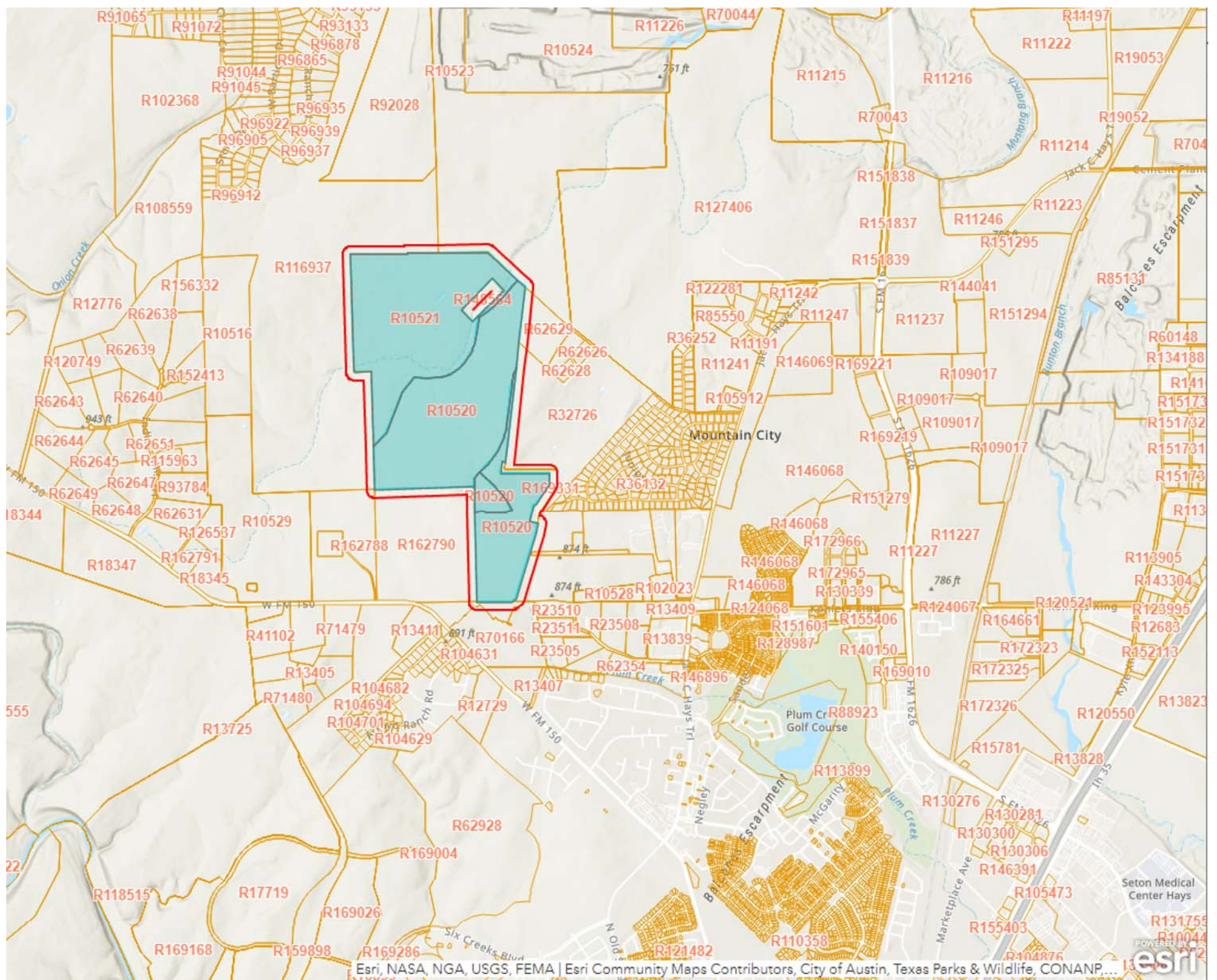
LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L22	S78°23'32"E	5.00'
L23	S11°36'28"W	43.56'
L24	S78°23'32"E	30.04'
L25	S67°52'02"W	54.78'
L26	S73°56'54"E	63.48'
L27	N78°23'32"W	48.96'
L28	N78°23'32"W	30.04'
L29	N61°51'03"E	45.58'
L30	N36°50'25"W	26.57'
L31	N36°50'25"W	53.18'
L32	N28°23'14"W	55.13'
L33	N28°23'14"W	40.15'
L34	S66°19'49"W	50.40'
L35	N28°23'14"W	70.25'
L36	N28°23'14"W	25.03'
L37	S55°23'16"E	33.59'
L38	N55°23'16"W	33.52'
L39	N65°01'40"E	68.30'
L40	S39°16'26"E	42.83'
L41	N6°44'28"W	73.65'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L42	S6°34'11"E	40.41'
L43	S45°10'29"E	41.01'
L44	N47°08'49"W	71.07'

LOT	BLOCK	ACREAGE
1	A	0.138 AC
2	A	0.138 AC
3	A	0.138 AC
4	A	0.138 AC
5	A	0.138 AC
6	A	0.140 AC
7	A	0.178 AC
8	A	0.121 AC
9	A	0.138 AC
10	A	0.138 AC
11	A	0.165 AC
12	A	0.165 AC
13	A	0.165 AC
14	A	0.207 AC
15	A	0.197 AC
16-LS	A	0.263 AC
17-OS	A	12.281 AC
18	A	0.167 AC
19	A	0.165 AC
20	A	0.165 AC
21	A	0.165 AC
22	A	0.165 AC
23	A	0.165 AC
24	A	0.165 AC
25	A	0.165 AC
26	A	0.165 AC
27	A	0.165 AC
28	A	0.165 AC
29	A	0.159 AC
30	A	0.159 AC
31	A	0.154 AC
32	A	0.138 AC
33	A	0.138 AC
34	A	0.138 AC
35	A	0.138 AC
36	A	0.138 AC
37	A	0.138 AC
38-OS	A	0.079 AC

LOT	BLOCK	ACREAGE
1-OS	B	0.946 AC
2	B	0.199 AC
3	B	0.187 AC
4	B	0.187 AC
5	B	0.198 AC
6	B	0.143 AC
7	B	0.146 AC
8	B	0.148 AC
9	B	0.148 AC
10	B	0.148 AC
11	B	0.148 AC
12	B	0.148 AC
13	B	0.148 AC
14	B	0.148 AC
15	B	0.148 AC
16	B	0.148 AC
17	B	0.147 AC
18	B	0.143 AC
19	B	0.169 AC
1	C	0.232 AC
2	C	0.214 AC
3	C	0.179 AC
4	C	0.154 AC
5	C	0.151 AC
6	C	0.147 AC
7	C	0.145 AC
8	C	0.144 AC
9	C	0.144 AC
10	C	0.145 AC
11	C	0.156 AC
12-OS	C	0.075 AC
13	C	0.155 AC
14	C	0.168 AC
15	C	0.180 AC
16	C	0.138 AC
17	C	0.172 AC
18	C	0.190 AC
19	C	0.204 AC

LOT	BLOCK	ACREAGE
20	C	0.162 AC
21	C	0.138 AC
22	C	0.228 AC
23	C	0.192 AC
24-OS	C	0.075 AC
25	C	0.185 AC
26	C	0.142 AC
27	C	0.142 AC
28	C	0.143 AC
29	C	0.144 AC
30	C	0.145 AC
31	C	0.152 AC
32	C	0.181 AC
33	C	0.225 AC
1	D	0.259 AC
2	D	0.232 AC
3	D	0.236 AC
4	D	0.275 AC
5	D	0.245 AC
6	D	0.190 AC
7	D	0.165 AC
8	D	0.197 AC
9	D	0.180 AC
10	D	0.285 AC
11	D	0.245 AC
12	D	0.317 AC
13	D	0.302 AC
14	D	0.243 AC
15	D	0.282 AC
16	D	0.165 AC
17	D	0.165 AC
18	D	0.201 AC





Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

BOND NO. CNB-41044-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Kyle 150, LP, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and doing business and under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County, as Obligee, in the sum of Nine Hundred and Thirty-Two Thousand Four Hundred and Fifty-Three Dollars and Seventy-Eight Cents Dollars (\$ 932,453.78) for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in _____
Anthem - Phase 4, Subdivision, in Kyle the
following improvements: TBPE Firm No. 12242 Anthem - Phase 4, Curb, gutter, sidewalks & ADA ramps, furnish & install streetlights.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 8th day of September, 2022.

Kyle 150, LP

Principal

BY: 

INSURORS INDEMNITY COMPANY

BY: 

Attorney-in-Fact

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-41044-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

JD Steanson of the City of Austin, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

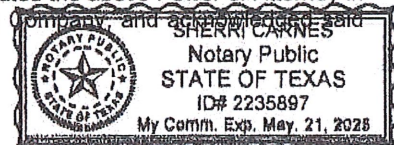
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherry Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 8th day of September, 2022.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-1954-PC; Call for a Public Hearing on December 6th 2022, followed by discussion and possible action regarding the Burnett Ranch, Sec 3, Lot 55, Replat. **SHELL/MACHACEK**

Summary

Burnett Ranch, Section 3 is a recorded subdivision located off Valley View Road in Wimberley and in Precinct 3. The Replat of Lot 55 will create 2 lots, 55A and 55B, across 5.028 acres.

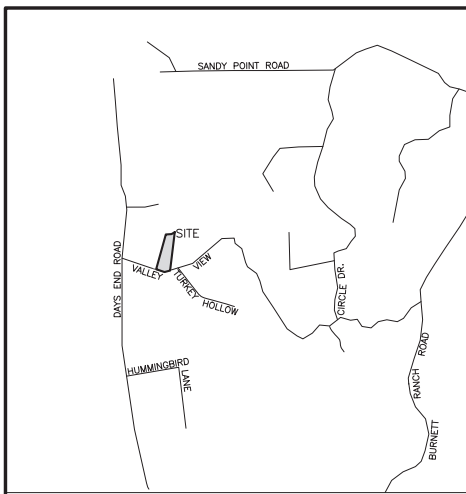
Water utility is accomplished by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Attachments

Plat

Location Map

Cover Letter



VICINITY MAP - 1"=2000'

SURVEYOR'S 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. 48209C0215F, 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.
- THIS SUBDIVISION IS SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 294, PAGE 475 OF THE HAYS COUNTY DEED RECORDS AND VOLUME 1299, PAGE 78 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.
- ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
- NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.
- THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.
- THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, ROBERT SHACKELFORD, OWNER OF LOT 55, BURNETT RANCH SUBDIVISION NO. 3, AS CONVEYED TO ME BY DEED DATED 9/21/2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21055190 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 55, BURNETT RANCH SUBDIVISION NO. 3, 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.

ROBERT SHACKELFORD
2830 SHOCK CREST AVENUE
AUSTIN, TX. 78705

STATE OF TEXAS*
COUNTY OF HAYS*

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF

_____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE 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

BOOK_____, PAGE_____.

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 BOOK _____, PAGE _____.

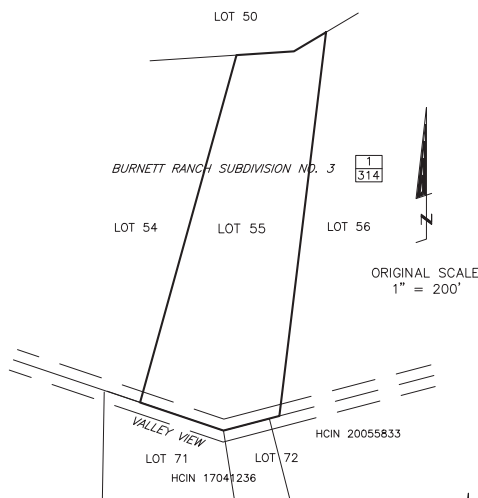
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

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
KYLE SMITH, R.P.L.S. NO. 5307

- LEGEND**
- HCIN HAYS COUNTY INSTRUMENT NUMBER
- 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
- WIRE FENCE
- UTILITY LINE, POLE AND GUY
- BSL BUILDING SETBACK LINE
- UE UTILITY EASEMENT
- DR DEED RESTRICTIONS PER
- CONCRETE NAIL SET WITH ALUMINUM WASHER STAMPED "BYRN SURVEY" UNLESS NOTED OTHERWISE



ORIGINAL CONFIGURATION

LINE/BEARING	DISTANCE
L1 S 75°20'19" W	131.29'
L2 N 71°23'38" W	35.59'
L3 N 71°23'38" W	164.42'
L4 N 86°14'20" E	101.04'
L5 N 86°14'20" E	29.76'
L6 N 59°14'59" E	84.96'
L7 N 59°14'59" E	85.23'
L8 S 86°14'20" W	196.88'

LOT SIZE CATEGORIES

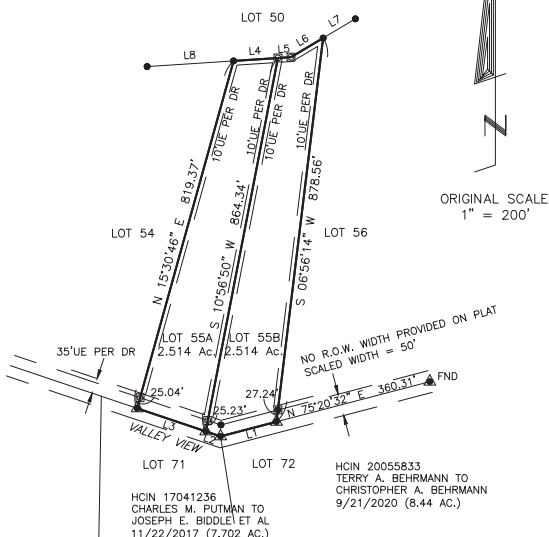
TOTAL AREA = 5,028 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 2,514 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 - 10 ACRES = 0
NUMBER OF LOTS 2 - 5 ACRES = 2
NUMBER OF LOTS 1 - 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE
WATER-INDIVIDUAL WELLS
SEWER-INDIVIDUAL ON-SITE 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.



REPLAT

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.

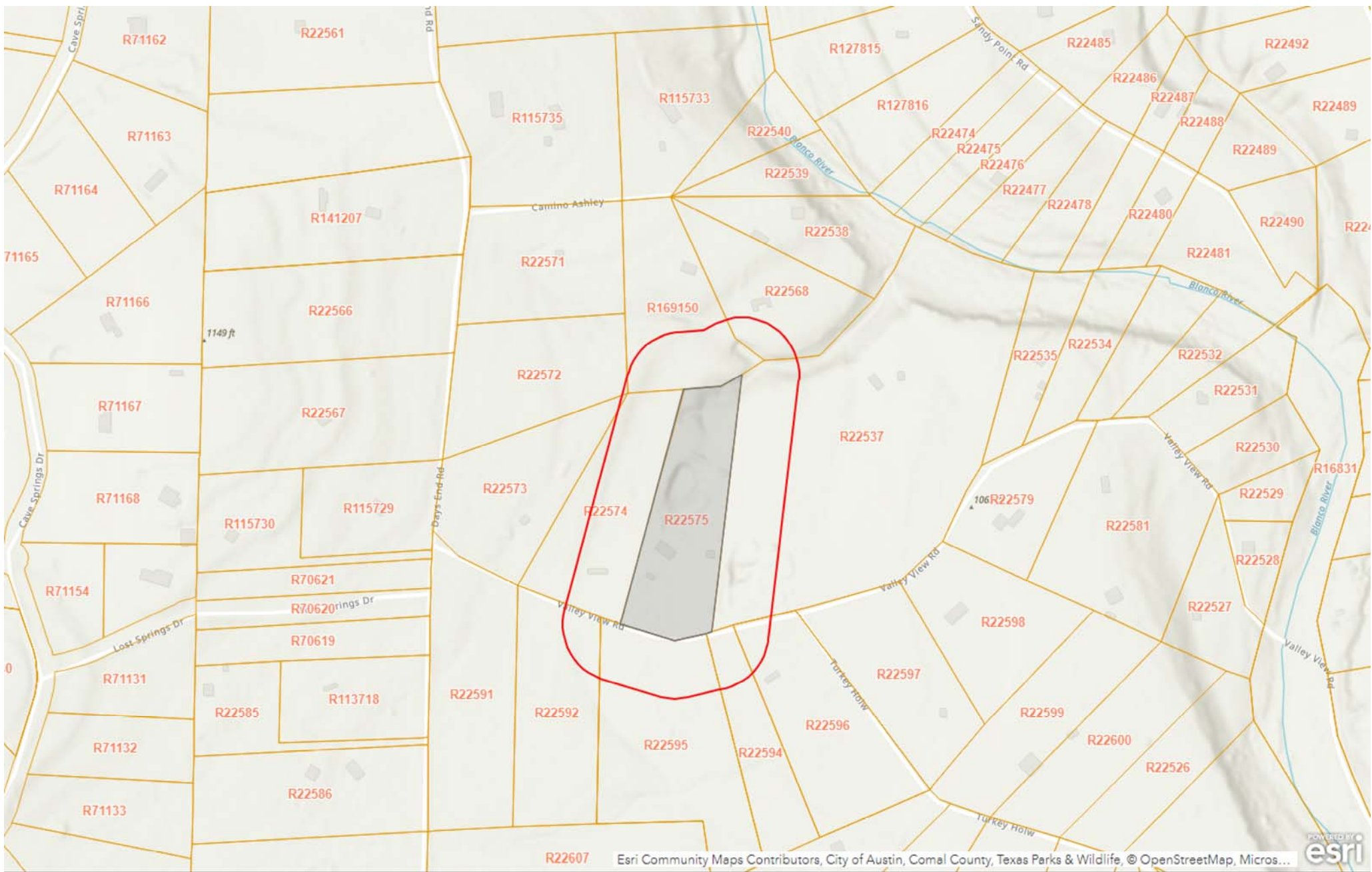
ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

CLIENT: PAPE, MIKE
DATE: 12/16/2021
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 783/16
PLAT NO. 28005-21-c



REPLAT OF LOT 55, BURNETT
RANCH SUBDIVISION NUMBER 3,
HAYS COUNTY, TEXAS





Hays County Commissioners Court Agenda Request

Meeting Date: November 15th, 2022

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-1954-PC; Call for a Public Hearing on December 6th 2022, followed by discussion and possible action regarding the Burnett Ranch, Sec 3, Lot 55, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Burnett Ranch, Section 3 is a recorded subdivision located off Valley View Road in Wimberley and in Precinct 3. The Replat of Lot 55 will create 2 lots, 55A and 55B, across 5.028 acres.
- B) Water utility is accomplished by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The actions remaining are to hold a public hearing on December 6th, 2022 and seek Commissioners Court final determination based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Property location map

Subdivision Plat



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-1864-NP; The Vineyard, Phase 2, Final (Vineyard Reserve, Sec A); Discussion and possible action to approve final plat. **SHELL/MACHACEK**

Summary

The Vineyard, Phase 2, Reserve Section A, Final Plat consists of 16 Lots across 14.28 acres located off of Elder Hill Rd in Driftwood and in Precinct 3.

Water Utility will be achieved by individual private wells and Wastewater treatment will be accomplished by Advanced On-Site Sewage Facilities.

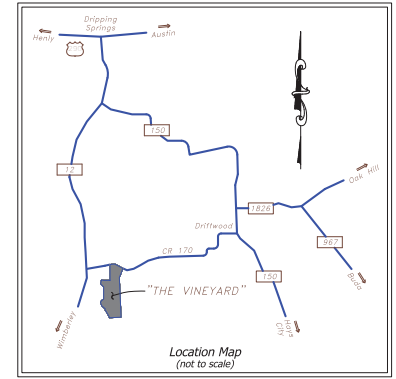
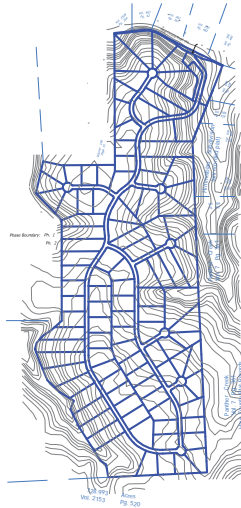
Attachments

Plat

General Location Map

VINEYARD RESERVE

Section A



No structure in this subdivision shall be occupied until connected to a public sewer system or to an onsite 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.

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 groundwater availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.

Marcus Pacheco
Director
Hays County Development Services

Eric Van Gaasbeek, R.S., C.F.M.
Director
Hays County Floodplain Administrator

The minimum pipe size for driveway culverts shall be 24 inches.

In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a public roadway unless (a) a Permit for use of the County Roadway Right-of-Way has been issued under Chapter 751, and (b) the driveway satisfies the minimum spacing requirement for driveways as set forth in Sections 721 of the Hays County Development Regulations.

None of the lots in Section A are shown in a Special Flood Hazard Area on FIRM for Hays County, Texas, Community-Panel No. 48209C0230F, 9/2/05.

COMMISSIONERS COURT:

In approving this plat by the Commissioners Court of Hays County, Texas, it is understood that the building of all streets, roads and other thoroughfares delineated and shown on this plat, and all bridges or culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares, or in connection therewith, shall remain the responsibility of the owner and/or the developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Hays County, Texas, and the Commissioners Court of Hays County, Texas assumes no obligation to build the streets, roads or other public thoroughfares shown on this plat, or of construction of any bridges or culverts in connection therewith.

All roadways shown hereon will be private and maintained by a Home Owners' Association.

No portion of this subdivision is in the Edwards Aquifer Recharge Zone. This subdivision lies entirely in the Edwards Aquifer Contributing Zone.

Unless otherwise specified, drainage easements shown hereon are 50 feet in width and centered on lot/tract lines.

The contours shown hereon are based on NGVD '29 datum. They are relative to USGS monument HCK 1957, with a published elevation of 1000.24 feet. Data for Benchmark #1 shown hereon is as follows:

elevation	1117.55 feet
latitude	30 deg. 06' 30" N
longitude	98 deg. 02' 47" W

A 20' utility easement will be reserved along all streets and a 10' wide utility easement will be reserved along either side of side lot lines.

This subdivision is not within the corporate limit of any City or Municipality.

This subdivision is in the Dripping Springs Independent School District.

Utility Providers: Electric - Pedernales Electric Cooperative, Inc.
Water - individual on-site well
Wastewater - individual on-site sewage facility

This subdivision is in the Hays Trinity Groundwater Conservation District.

This subdivision is in Hays Co. Emergency Service Districts 1 & 6.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this plat is true and correctly made and was prepared from an actual on the ground survey made under my direction and supervision.

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.

Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

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

Witness my hand and seal of the County Court of said County this the _____ day of _____, A.D., 20____.

Elaine Cardenas, Clerk, County Court, Hays County, Texas

Ruben Becerra, County Judge, Hays County, Texas

THE STATE OF TEXAS *
COUNTY OF HAYS *

I, Elaine Cardenas, 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., and duly recorded 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 of the County Clerk, this the _____ day of _____, A.D., 20____.

Elaine Cardenas, County Clerk, Hays County, Texas

STATE OF TEXAS *
COUNTY OF HAYS * KNOW ALL MEN BY THESE PRESENTS:

That I, Steve Wimberly, acting on behalf of Vineyard II LTD, the owner of that certain 198.74 acre tract of land conveyed to us by Deed recorded in Deed 21004754 et seq. of the Official Public Records of Hays County, Texas, do hereby subdivide 54.45 acres of said 198.74 acre tract to be known as: VINEYARD RESERVE - Section A in accordance with the plat shown hereon, subject to any and all easements and restrictions heretofore granted, and do hereby dedicate to the owners' of the property the use of the streets and easements shown hereon.

Steve Wimberly, for Vineyard II, LTD.
300 Baylor Street
Austin, TX 78703

This instrument was acknowledged before me on _____, A.D., 20____.

Notary _____ print or stamp name here

My commission expires _____

Section A

The roadway shown hereon comprises 14.56 acres.

The 16 lots shown hereon comprise 39.89 acres; average size is 2.49 acres.

10 acres or larger	0 lots
larger than 5.0 acres & smaller than 10 acres	0 lots
2.00 acres of larger up to 5.00 acres	14 lots
larger than 1.00 acre & smaller than 2.00 acres	2 lots
smaller than 1.00 acre	0 lots



SULTEMEIER
SURVEYING & ENGINEERING
Boundary-Title-Topographic-Construction Surveys
Engineering - Land Development Services
501 West Main, Suite 102
Fredericksburg, Texas 78624
(830) 990-1221
Copyright 2022 All Rights Reserved
sultemeiersurveying.com

TBPELS
Surveying Firm
100930-00

TBPELS
Engineering Firm
F-10608

VINEYARD RESERVE
Section A
Driftwood, TX

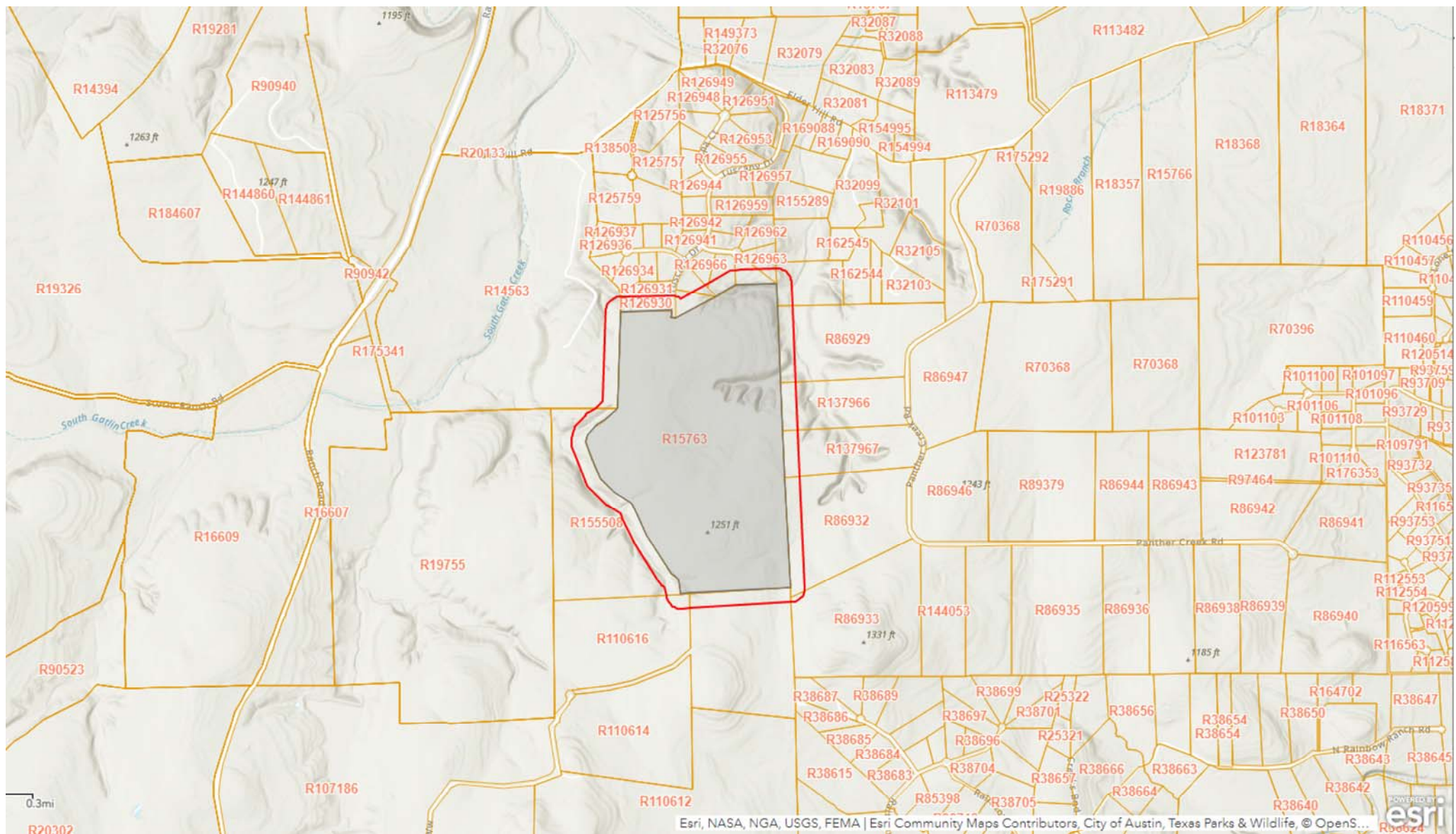
LINE TABLE

LINE	BEARING	LENGTH
L1	N 71°12'33" W	64.76'
L2	N 33°43'43" E	83.14'
L3	S 01°58'22" W	186.15'
L4	N 43°03'31" W	120.00'
L5	N 43°03'31" W	120.00'
L6	N 71°12'33" W	38.39'
L7	N 71°12'33" W	106.03'
L8	N 71°12'33" W	144.41'
L9	N 71°12'33" W	72.70'
L10	N 71°12'33" W	72.70'
L11	N 71°12'33" W	72.70'
L12	N 71°12'33" W	72.70'
L13	N 71°12'33" W	72.70'
L14	N 71°12'33" W	72.70'
L15	N 71°12'33" W	72.70'
L16	N 71°12'33" W	72.70'
L17	N 71°12'33" W	72.70'
L18	N 71°12'33" W	72.70'
L19	N 71°12'33" W	72.70'
L20	N 71°12'33" W	72.70'
L21	N 71°12'33" W	72.70'
L22	N 71°12'33" W	72.70'
L23	N 71°12'33" W	72.70'
L24	N 71°12'33" W	72.70'
L25	N 71°12'33" W	72.70'
L26	N 71°12'33" W	72.70'
L27	N 71°12'33" W	72.70'
L28	N 71°12'33" W	72.70'
L29	N 71°12'33" W	72.70'
L30	N 71°12'33" W	72.70'
L31	N 71°12'33" W	72.70'
L32	N 71°12'33" W	72.70'
L33	N 71°12'33" W	72.70'
L34	N 71°12'33" W	72.70'
L35	N 71°12'33" W	72.70'
L36	N 71°12'33" W	72.70'
L37	N 71°12'33" W	72.70'
L38	N 71°12'33" W	72.70'
L39	N 71°12'33" W	72.70'
L40	N 71°12'33" W	72.70'
L41	N 71°12'33" W	72.70'
L42	N 71°12'33" W	72.70'
L43	N 71°12'33" W	72.70'
L44	N 71°12'33" W	72.70'
L45	N 71°12'33" W	72.70'
L46	N 71°12'33" W	72.70'
L47	N 71°12'33" W	72.70'
L48	N 71°12'33" W	72.70'
L49	N 71°12'33" W	72.70'
L50	N 71°12'33" W	72.70'
L51	N 71°12'33" W	72.70'
L52	N 71°12'33" W	72.70'
L53	N 71°12'33" W	72.70'
L54	N 71°12'33" W	72.70'
L55	N 71°12'33" W	72.70'
L56	N 71°12'33" W	72.70'
L57	N 71°12'33" W	72.70'
L58	N 71°12'33" W	72.70'
L59	N 71°12'33" W	72.70'
L60	N 71°12'33" W	72.70'
L61	N 71°12'33" W	72.70'
L62	N 71°12'33" W	72.70'
L63	N 71°12'33" W	72.70'
L64	N 71°12'33" W	72.70'
L65	N 71°12'33" W	72.70'
L66	N 71°12'33" W	72.70'
L67	N 71°12'33" W	72.70'
L68	N 71°12'33" W	72.70'
L69	N 71°12'33" W	72.70'
L70	N 71°12'33" W	72.70'
L71	N 71°12'33" W	72.70'
L72	N 71°12'33" W	72.70'
L73	N 71°12'33" W	72.70'
L74	N 71°12'33" W	72.70'
L75	N 71°12'33" W	72.70'
L76	N 71°12'33" W	72.70'
L77	N 71°12'33" W	72.70'
L78	N 71°12'33" W	72.70'
L79	N 71°12'33" W	72.70'
L80	N 71°12'33" W	72.70'
L81	N 71°12'33" W	72.70'
L82	N 71°12'33" W	72.70'
L83	N 71°12'33" W	72.70'
L84	N 71°12'33" W	72.70'
L85	N 71°12'33" W	72.70'
L86	N 71°12'33" W	72.70'
L87	N 71°12'33" W	72.70'
L88	N 71°12'33" W	72.70'
L89	N 71°12'33" W	72.70'
L90	N 71°12'33" W	72.70'
L91	N 71°12'33" W	72.70'
L92	N 71°12'33" W	72.70'
L93	N 71°12'33" W	72.70'
L94	N 71°12'33" W	72.70'
L95	N 71°12'33" W	72.70'
L96	N 71°12'33" W	72.70'
L97	N 71°12'33" W	72.70'
L98	N 71°12'33" W	72.70'
L99	N 71°12'33" W	72.70'
L100	N 71°12'33" W	72.70'
L101	N 71°12'33" W	72.70'
L102	N 71°12'33" W	72.70'
L103	N 71°12'33" W	72.70'
L104	N 71°12'33" W	72.70'
L105	N 71°12'33" W	72.70'
L106	N 71°12'33" W	72.70'
L107	N 71°12'33" W	72.70'
L108	N 71°12'33" W	72.70'
L109	N 71°12'33" W	72.70'
L110	N 71°12'33" W	72.70'
L111	N 71°12'33" W	72.70'
L112	N 71°12'33" W	72.70'
L113	N 71°12'33" W	72.70'
L114	N 71°12'33" W	72.70'
L115	N 71°12'33" W	72.70'
L116	N 71°12'33" W	72.70'
L117	N 71°12'33" W	72.70'
L118	N 71°12'33" W	72.70'
L119	N 71°12'33" W	72.70'
L120	N 71°12'33" W	72.70'
L121	N 71°12'33" W	72.70'
L122	N 71°12'33" W	72.70'
L123	N 71°12'33" W	72.70'
L124	N 71°12'33" W	72.70'
L125	N 71°12'33" W	72.70'
L126	N 71°12'33" W	72.70'
L127	N 71°12'33" W	72.70'
L128	N 71°12'33" W	72.70'
L129	N 71°12'33" W	72.70'
L130	N 71°12'33" W	72.70'
L131	N 71°12'33" W	72.70'
L132	N 71°12'33" W	72.70'
L133	N 71°12'33" W	72.70'
L134	N 71°12'33" W	72.70'
L135	N 71°12'33" W	72.70'
L136	N 71°12'33" W	72.70'
L137	N 71°12'33" W	72.70'
L138	N 71°12'33" W	72.70'
L139	N 71°12'33" W	72.70'
L140	N 71°12'33" W	72.70'
L141	N 71°12'33" W	72.70'
L142	N 71°12'33" W	72.70'
L143	N 71°12'33" W	72.70'
L144	N 71°12'33" W	72.70'
L145	N 71°12'33" W	72.70'
L146	N 71°12'33" W	72.70'
L147	N 71°12'33" W	72.70'
L148	N 71°12'33" W	72.70'
L149	N 71°12'33" W	72.70'
L150	N 71°12'33" W	72.70'
L151	N 71°12'33" W	72.70'
L152	N 71°12'33" W	72.70'
L153	N 71°12'33" W	72.70'
L154	N 71°12'33" W	72.70'
L155	N 71°12'33" W	72.70'
L156	N 71°12'33" W	72.70'
L157	N 71°12'33" W	72.70'
L158	N 71°12'33" W	72.70'
L159	N 71°12'33" W	72.70'
L160	N 71°12'33" W	72.70'
L161	N 71°12'33" W	72.70'
L162	N 71°12'33" W	72.70'
L163	N 71°12'33" W	72.70'
L164	N 71°12'33" W	72.70'
L165	N 71°12'33" W	72.70'
L166	N 71°12'33" W	72.70'
L167	N 71°12'33" W	72.70'
L168	N 71°12'33" W	72.70'
L169	N 71°12'33" W	72.70'
L170	N 71°12'33" W	72.70'
L171	N 71°12'33" W	72.70'
L172	N 71°12'33" W	72.70'
L173	N 71°12'33" W	72.70'
L174	N 71°12'33" W	72.70'
L175	N 71°12'33" W	72.70'
L176	N 71°12'33" W	72.70'
L177	N 71°12'33" W	72.70'
L178	N 71°12'33" W	72.70'
L179	N 71°12'33" W	72.70'
L180	N 71°12'33" W	72.70'
L181	N 71°12'33" W	72.70'
L182	N 71°12'33" W	72.70'
L183	N 71°12'33" W	72.70'
L184	N 71°12'33" W	72.70'
L185	N 71°12'33" W	72.70'
L186	N 71°12'33" W	72.70'
L187	N 71°12'33" W	72.70'
L188	N 71°12'33" W	72.70'
L189	N 71°12'33" W	72.70'
L190	N 71°12'33" W	72.70'
L191	N 71°12'33" W	72.70'
L192	N 71°12'33" W	72.70'
L193	N 71°12'33" W	72.70'
L194	N 71°12'33" W	72.70'
L195	N 71°12'33" W	72.70'
L196	N 71°12'33" W	72.70'
L197	N 71°12'33" W	72.70'
L198	N 71°12'33" W	72.70'
L199	N 71°12'33" W	72.70'
L200	N 71°12'33" W	72.70'

Vol. 973 Pg. 826

60.652 Acres
 Inst. #17004208

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	19.22'	1099.35'	111°03'58"	S 28°14'06" W	196.81'
C2	19.22'	1099.35'	111°03'58"	S 10°02'00" W	128.14'
C3	82.40'	345.00'	161°02'00"	S 07°26'11" W	87.00'
C4	289.12'	1903.83'	6°43'31"	S 02°11'51" E	291.88'
C5	244.56'	381.38'	30°44'35"	S 24°47'14" E	240.39'
C6	204.89'	684.89'	17°27'56"	N 34°20'34" W	201.71'
C7	220.78'	724.29'	17°27'56"	N 34°20'34" W	219.83'
C8	113.62'	150.00'	40°30'00"	S 48°30'00" E	113.62'
C9	163.11'	200.00'	40°30'00"	S 48°30'00" E	163.11'
C10	249.10'	1273.28'	11°12'34"	S 26°32'12" E	248.70'
C11	174.09'	1333.98'	1°28'34"	S 70°01'24" E	173.87'
C12	80.22'	1333.98'	1°28'34"	S 70°01'24" E	80.20'
C13	24.71'	25.00'	90°00'00"	N 90°00'00" W	24.71'
C14	240.29'	75.00'	181°33'50"	N 62°11'55" E	149.83'
C15	24.71'	25.00'	90°00'00"	S 90°00'00" W	24.71'
C16	24.71'	25.00'	90°00'00"	N 62°11'55" E	23.72'
C17	56.44'	75.00'	40°30'00"	S 62°11'55" E	54.84'
C18	24.71'	25.00'	90°00'00"	N 62°11'55" E	23.72'
C19	24.71'	25.00'	90°00'00"	N 11°51'58" E	246.02'
C20	269.22'	502.64'	30°41'19"	N 11°51'58" E	234.06'
C21	232.09'	446.64'	30°41'19"	N 11°51'58" E	234.06'
C22	151.34'	260.10'	33°20'16"	N 20°08'50" W	149.21'
C23	186.43'	300.10'	33°20'16"	N 20°08'50" W	184.83'
C24	43.60'	25.00'	99°26'01"	S 13°09'03" W	38.28'
C25	80.22'	330.00'	17°59'21"	S 26°02'23" E	80.22'
C26	24.71'	25.00'	90°00'00"	S 26°02'23" E	23.72'
C27	24.71'	25.00'	90°00'00"	N 19°19'45" E	23.72'
C28	34.84'	25.00'	80°03'59"	S 26°02'23" E	32.18'
C29	64.76'	145.00'	18°00'48"	S 27°46'04" E	64.76'
C30	140.49'	200.00'	30°49'34"	N 30°13'56" W	138.64'
C31	100.79'	145.00'	30°49'34"	N 30°13'56" W	98.77'
C32	113.56'	145.00'	44°32'18"	S 30°06'34" E	110.68'
C33	160.55'	200.00'	44°32'18"	S 30°06'34" E	156.46'
C34	32.82'	25.00'	70°28'36"	S 21°33'32" E	30.59'
C35	24.71'	25.00'	90°00'00"	S 21°33'32" E	23.72'
C36	383.88'	75.00'	28°15'58"	N 30°43'03" W	82.50'
C37	24.71'	25.00'	90°00'00"	N 30°43'03" W	23.72'
C38	69.81'	145.00'	27°01'51"	N 27°46'04" E	66.14'
C39	31.92'	25.00'	71°30'53"	S 84°54'36" E	29.85'
C40	115.74'	144.00'	48°01'48"	S 18°11'02" E	119.65'
C41	163.84'	204.00'	48°01'48"	S 18°11'02" E	159.67'
C42	74.60'	247.40'	71°17'45"	N 03°04'00" W	74.60'
C43	34.94'	25.00'	80°04'44"	S 27°34'14" W	32.17'
C44	69.82'	230.00'	16°14'54"	N 58°48'58" W	69.82'
C45	24.71'	25.00'	90°00'00"	S 20°00'00" W	23.72'
C46	383.88'	75.00'	27°12'58"	N 30°18'02" W	82.50'
C47	24.71'	25.00'	90°00'00"	N 30°18'02" W	23.72'
C48	36.18'	170.00'	12°11'36"	N 58°48'51" E	36.11'
C49	178.89'	188.40'	10°00'00"	N 58°48'51" E	178.89'
C50	33.73'	25.00'	77°18'17"	S 74°24'58" E	31.24'
C51	88.82'	247.40'	12°00'00"	N 82°00'00" W	88.82'
C52	124.67'	221.84'	30°11'58"	N 60°21'46" W	123.04'
C53	120.31'	362.38'	7°00'48"	S 10°06'18" W	120.31'
C54	180.03'	362.38'	7°00'48"	S 10°06'18" W	180.03'
C55	30.32'	25.00'	89°29'57"	S 63°59'08" W	28.50'
C56	383.88'	75.00'	27°12'58"	N 60°21'46" W	82.50'
C57	158.30'	281.84'	32°11'57"	N 60°21'46" W	158.31'
C58	116.81'	300.00'	25°54'59"	N 60°21'46" W	116.81'
C59	119.67'	1563.63'	0°23'06"	S 00°13'06" E	119.64'
C60	109.29'	1563.63'	0°23'06"	S 04	





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2068-NP; Bunk Road Subdivision; Discussion and possible action to approve the final plat. **SHELL/MACHACEK**

Summary

Bunk Road Subdivision, is a proposed subdivision plat across 3.101 acres off of RR 2325 in Wimberley and Precinct 3. Water utility will be accomplished by a private well and wastewater treatment will be accomplished by an individual on-site sewage facility.

Attachments

Plat

Location Map

Cover Letter

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That we, 4300 FM 2325, LLC, by and through Jamie Fitzpatrick, representative, owners of that certain tract of land shown hereon being a called 3.101 acre tract of land and described in a deed recorded in instrument # 21056763, Official Public Records of Hays County, Texas, do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the use of public utility easements shown hereon. This subdivision is to be known as the BUNK ROAD SUBDIVISION, BEING 3.101 ACRES OUT OF THE JOHN INGRAM SURVEY, A-256, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, A.D. 20____

By: _____
Jamie Fitzpatrick, Representative
4300 FM 2325, LLC
400 S Rainbow Ranch Rd.
Wimberley, Texas 78676

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared 4300 FM 2325, LLC, by and through Jamie Fitzpatrick, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

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

NOTARY PUBLIC "in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

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

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

Ruben Becerra
County Judge
Hays County, Texas

Elaine H. Cardenas
County Clerk
Hays County, Texas

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. Rainwater 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 Goasbeek, R.S., C.F.M.
Hays County Floodplain Administrator

Date

Marcus Pacheco, Director
Hays County Development Services

Date

STATE OF TEXAS*
COUNTY OF BEXAR*

KNOW ALL MEN BY THESE PRESENTS

I hereby certify that this plat conforms to the minimum standards set forth by the Texas Board of Professional Engineers and Land Surveyors according to an actual survey made on the ground under my supervision.

TO CERTIFY WHICH, WITNESS by my hand and seal this ____ day of _____, A.D. 20____

RELEASED FOR REVIEW 10/27/22
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.

David L. Elzy
Registered Professional Land Surveyor No. 4675
Westar Amino Land Surveyors, LLC
Firm No. 10111700

Date

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; It is however in the Contributing Zone of the Edwards Aquifer and is located within Zone X flood areas, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0220 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at this ____ day of _____, A.D. 20____

RELEASED FOR REVIEW 10/27/22
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.

Al Carroll
Registered Professional Engineer, No. 119251
State of Texas

Date

STATE OF TEXAS*
COUNTY OF HAYS*

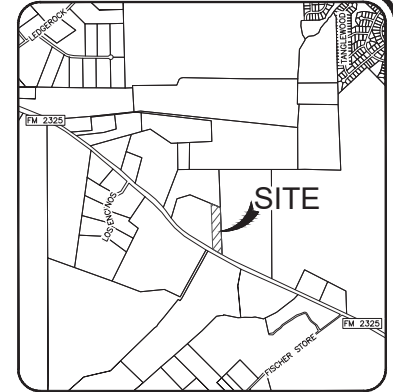
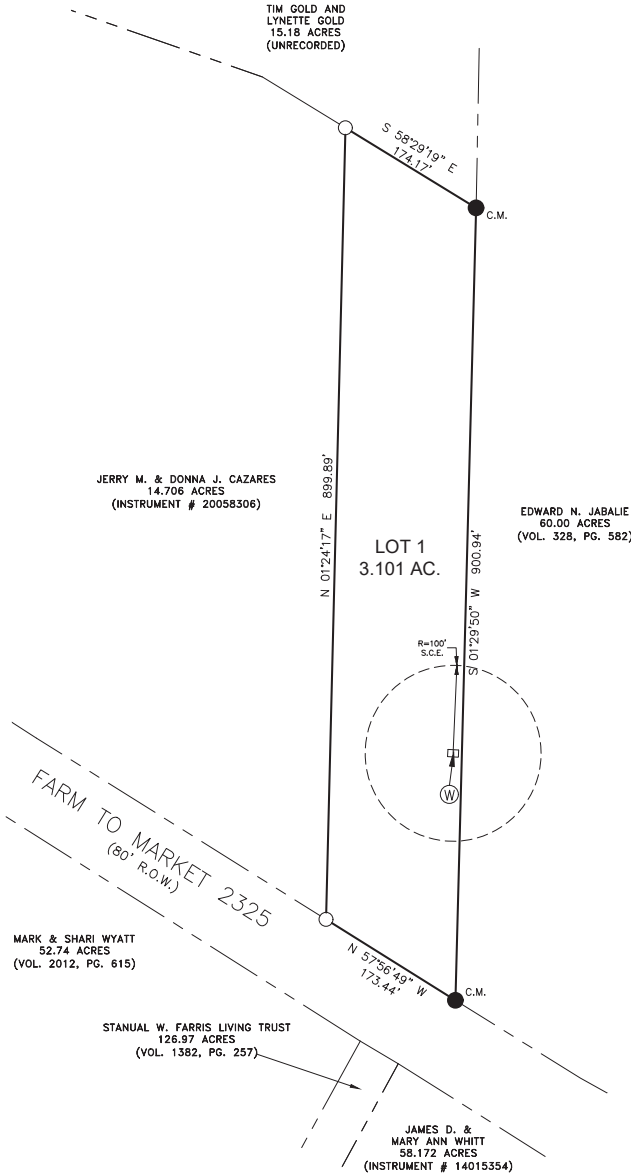
KNOW ALL MEN BY THESE PRESENTS

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 Number _____

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

Elaine H. Cardenas
County Clerk
Hays County, Texas

BUNK ROAD SUBDIVISION BEING 3.101 ACRES OUT OF THE JOHN INGRAM SURVEY, A-256 HAYS COUNTY, TEXAS



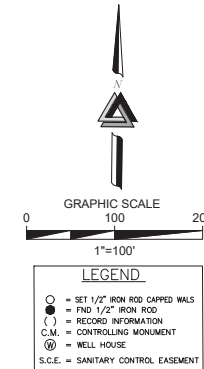
VICINITY MAP
ZIP CODE: 78676
N.T.S.

PLAT NOTES

- No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.
- This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
- No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C0220F, dated September 2, 2005.
- This subdivision contains 1 lot for a total of 3.101 acres.
Lots less than 2.00 acres: 0
Lots 2.00 to 5.00 acres: 1
Lots 5.00 to 10.00 acres: 0
- This subdivision lies within the following jurisdictions:
Emergency Services District #4 & #7
Wimberley Independent School District
Hays Trinity Groundwater Conservation District #4
Water supply for this subdivision will be provided by a private well.
Wastewater treatment for this subdivision will be provided by individual on-site sewage facilities.
Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- Telephone service for this subdivision is provided by Frontier.
- 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.
- Driveways on RM 2325 require a permit from the Texas Department of Transportation.
- All culverts, when required shall comply with the current Hays County standard.
- In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a ~~Driveway~~ Driveway ~~Exempt~~ has been issued by the appropriate County Road and Bridge Department.
- No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
- Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
- Post-Construction Stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the real property records of Hays County. The owner operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
- All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- 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.
- Mailboxes placed within the ROW, shall be of an approved T&OT or FHWA design.
- Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.
- Improvements exist on this lot which are not shown by this plat.

SURVEYOR NOTES

- 1/2 inch iron rods were found at all property corners unless otherwise noted.
- Bearings shown hereon are based on Texas State Plane Coordinates, South Central Zone, (N.A.D 83) (C.O.R.S.).
- Distances shown are surface.



SURVEYOR:

ENGINEER:



P.O. BOX 1645 BOERNE, TEXAS 78006
PHONE: (210) 372-9500
FAX: (210) 372-9999



155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222

www.tritechis.com

TPLS REGIS. #10193729
TPE REGIS. # P-18693

SHEET 1 of 1

PLAN 5780

SM-22-1122000



Hays County Commissioners Court Agenda Request

Meeting Date: November 15th, 2022

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2068-NP; Bunk Road Subdivision; Discussion and possible action to approve the final plat.

BACKGROUND/SUMMARY OF REQUEST:

- A.) Bunk Road Subdivision, is a proposed subdivision plat across 3.101 acres off of RR 2325 in Wimberley and Precinct 3.
- B.) Water utility will be accomplished by a private well and wastewater treatment utility will be accomplished by an individual on-site sewage facility.

STAFF COMMENTS:

Staff has completed review for the Bunk Road 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: 11/15/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Smith

Agenda Item

PLN-2055-PC; Hold a Public Hearing with possible action to conditionally approve Indian Hills Ranch, Lot 9, Replat.
SMITH/MACHACEK

Summary

Indian Hills Ranch, is a recorded subdivision located off of W RR 150 on Indian Hills Trail in Kyle and Precinct 4. The proposed replat will establish two (2) lots: Lot 9A and Lot 9B, across 40.14 acres. Wastewater treatment will be accomplished by means of individual on-site sewage facilities/ Water utility will be provided by individual wells or rainwater collection systems.

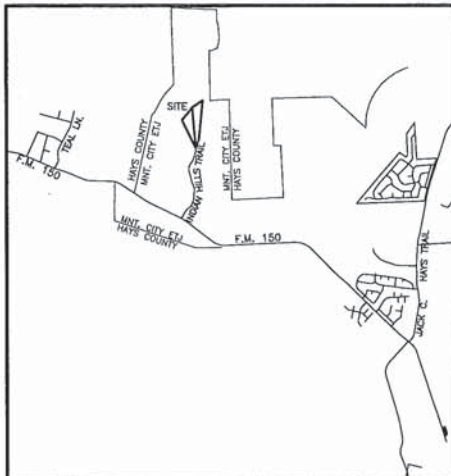
Attachments

Plat

Location Map

Cover Letter

Technical Review Comments Letter



VICINITY MAP - 1"=5000'

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.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

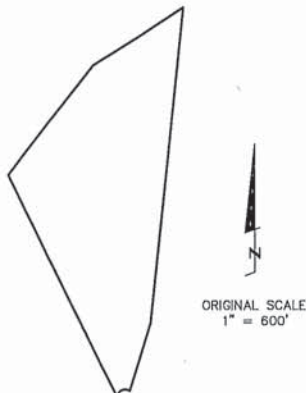
DATE

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

DATE

SURVEYOR'S NOTES

1. FENCES MEASURED.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0270F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X. (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. 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.
5. ACCORDING TO SCALING FROM TCEQ MAPS ALL 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.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
7. THIS TRACT LIES WITHIN THE BOUNDARIES OF MOUNTAIN CITY EXTRA TERRITORIAL JURISDICTION.
8. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 5.
9. THIS SUBDIVISION LIES WITHIN THE BARTON SPRINGS EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
12. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
13. THESE LOTS ARE SUBJECT TO A 25' P.U.E. ALONG THE FRONT AND A 10' PUE ALONG SIDE LINES AS SHOWN ON THE PLAT RECORDED IN VOLUME 6, PAGE 339 OF THE HAYS COUNTY PLAT RECORDS.
14. THESE LOTS ARE SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 1156, PAGE 383 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.



ORIGINAL LOT CONFIGURATION
LOT 9, INDIAN HILLS RANCH, RECORDED IN
VOLUME 6, PAGE 339 OF THE HAYS COUNTY
PLAT RECORDS, HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ARTHUR J. ORBIN AND CHRISTINE A. ORBIN, OWNERS OF LOT 9, INDIAN HILLS RANCH, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 1/21/2004, AND RECORDED IN VOLUME 2391, PAGE 98 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS RESUBDIVISION PLAT OF LOT 9, INDIAN HILLS RANCH, 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.

ARTHUR J. ORBIN
229 EAST OAK ESTATES
SAN ANTONIO, TX, 78258

CHRISTINE A. ORBIN
229 EAST OAK ESTATES
SAN ANTONIO, TX, 78258

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARTHUR J. ORBIN AND CHRISTINE A. ORBIN, 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

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

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

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 _____, 20____, AT _____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

THIS RESUBDIVISION PLAT OF LOT 9, INDIAN HILLS RANCH HAS BEEN SUBMITTED TO AND CONSIDERED BY THE BOARD OF ADJUSTMENTS OF THE CITY OF MOUNTAIN CITY, TEXAS, AND IS HEREBY APPROVED BY SUCH BOARD.

DATED THIS ____ DAY OF _____, 20____.

MAYOR


SECRETARY

LEGEND

- VOL PG HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- VOL PG 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 "BYRN SURVEY"
- CONCRETE NAIL SET
- WIRE FENCE
- UTILITY LINE, POLE AND GUY
- PROPERTY CORNER
- BSL BUILDING SETBACK LINE
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- PLAT RECORDED IN VOLUME 6, PAGE 339 OF THE HAYS COUNTY PLAT RECORDS
- DR DEED RESTRICTIONS RECORDED IN (1156) 383

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
KYLE SMITH, R.P.L.S. NO. 5307



BYRN & ASSOCIATES, INC.

SURVEYING

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

LOT SIZE CATEGORIES

- TOTAL AREA = 40.14 ACRES
- TOTAL NUMBER OF LOTS = 2
- AVERAGE LOT SIZE = 20.07 ACRES
- NUMBER OF LOTS OVER 10 ACRES = 2
- NUMBER OF LOTS 5 - 10 ACRES = 0
- NUMBER OF LOTS 2 - 5 ACRES = 0
- NUMBER OF LOTS 1 - 2 ACRES = 0
- NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOP.
WATER-WATER WELL OR RAINWATER COLLECTION
SEWER-INDIVIDUAL OSSF

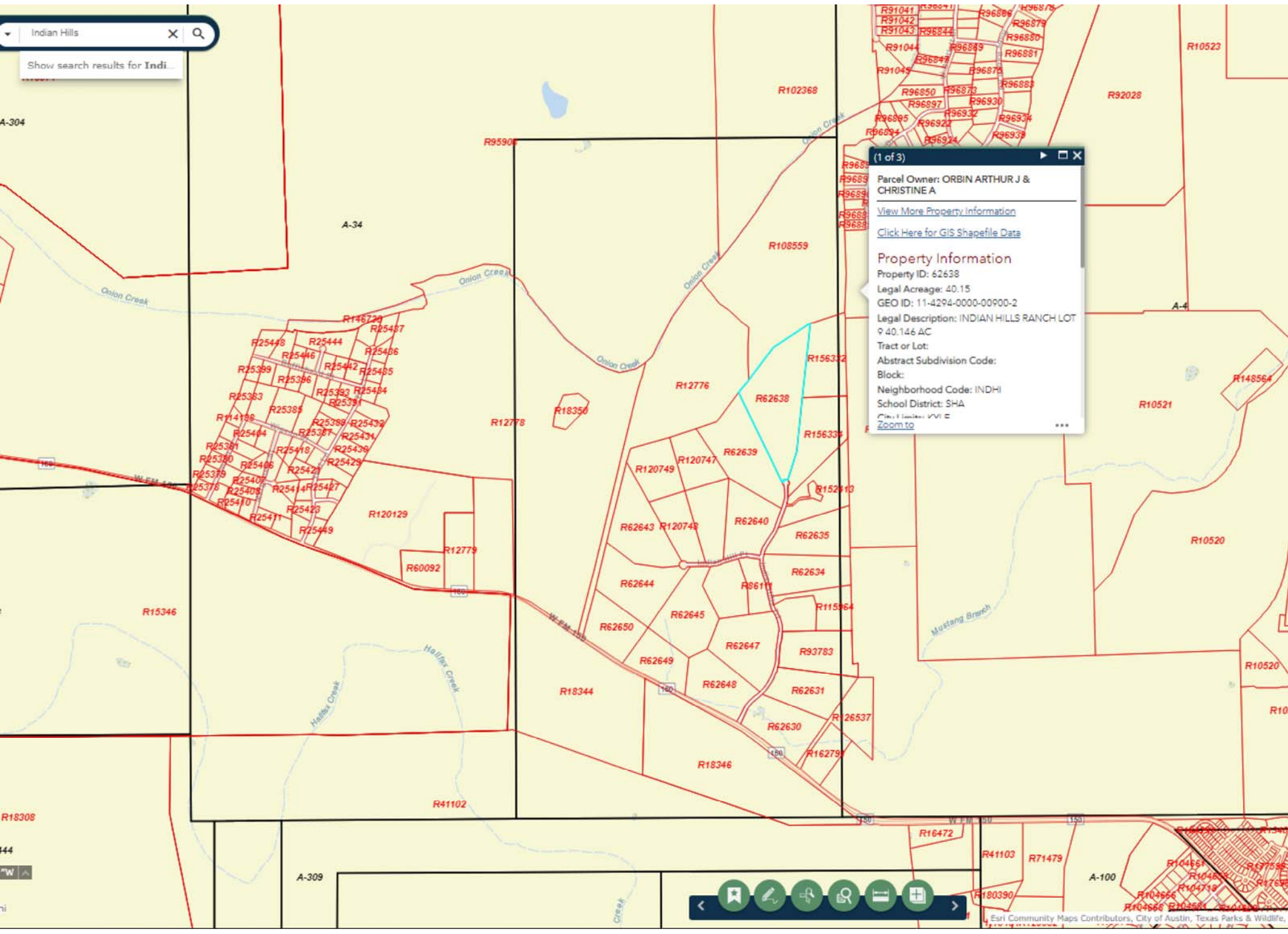
DRIVEWAY PERMIT STATEMENT:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

CLIENT: ORBIN, ARTHUR
DATE: 3/16/2022
OFFICE: K. SMITH
CREW: K. SMITH, BANKS
FB/PG: 800/8
PLAT NO. 28044-22-c

RAD=55.00'
ARC L=62.72'
CENTRAL ANGLE=65°20'07"
CHD. BRG.=S 29°46'13" W
CHD. DST.=59.37'

RAD=55.00'
ARC L=62.72'
CENTRAL ANGLE=65°20'07"
CHD. BRG.=N 84°53'40" W
CHD. DST.=59.37'

RESUBDIVISION PLAT OF LOT 9,
INDIAN HILLS RANCH, HAYS
COUNTY, TEXAS



(1 of 3)

Parcel Owner: ORBIN ARTHUR J & CHRISTINE A

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: 62638

Legal Acreage: 40.15

GEO ID: 11-4294-0000-00900-2

Legal Description: INDIAN HILLS RANCH LOT 9 40.146 AC

Tract or Lot:

Abstract Subdivision Code:

Block:

Neighborhood Code: INDHI

School District: SHA

[Zoom to](#)



Hays County Commissioners Court Agenda Request

Meeting Date: November 15th, 2022

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2055-PC; Indian Hills Ranch, Lot 9, Replat; Discussion and possible action to conditionally approve the final plat.

BACKGROUND/SUMMARY OF REQUEST:

- A.) Indian Hills Ranch, is a recorded subdivision located off of W RR 150 on Indian Hills Trail in Kyle and in Precinct 4. The proposed replat will establish two (2) lots: Lots 9A and Lot 9B, across 40.14 acres.
- B.) Water utility is accomplished by an individual private well or rainwater collection. Wastewater treatment will be accomplished by an On-Site Sewage Facilities.
- C.) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Indian Hills Ranch, Lot 9, will take place on November 15th, 2022, at 9:00AM in our Commissioners Court. At that time, consideration for final action regarding the replat will take place.

STAFF COMMENTS:

Under Technical Review of the proposed replat for Indian Hills, Lot 9, staff has provided the remaining deficiencies, as presented in the back-up.

The items remaining are the completion of Technical Review, holding the public hearing for the replat, and the final determination. There are no variances requested.

Staff recommends the Approval with conditions that the remaining deficiencies are addressed per the current Regulations prior to requesting the signature plat and/or recordation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Technical Review Comments Letter



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640
512-393-2150 / www.hayscountytexas.com

Jack Orbin
229 East Oak Estates
San Antonio TX 78258
stonecityorbin@aol.com

Date: November 07, 2022

Project ID: PLN-2055-PC

Application Status: Technical Review

Application Type: Replat/Revision

Application Filed: October 11, 2022

RE: Indian Hills Ranch, Lot 9, Replat

To whom it may concern,

County Staff has conducted an Technical Review for the above-named subdivision. Comments from this application review follow. A written response to each comment below is required. In addition to the written response, please provide a revised copy of the plat. If you have any questions, please contact the Hays County Planning Department at 512-393-2150 Ext. 4 or at planning@co.hays.tx.us

9-1-1 Technical Review - Alicia Campos ((512) 393-2162)

1. 911 Tech review approved 10/11/2022

Digital Technical Review - Stephen Floyd ((512) 393-2160)

1. Digital tech review complete.

Floodplain Technical Review - Victoria Orcine, R.S., C.F.M. ((512) 393-5553)

1. There is a drainage area of 64 acres or more which a regulatory floodplain has not previously been identified. Identification of a local floodplain is required on a plat note limiting future development to one single family residence per Lot and prohibiting TCEQ Regulated Development.

If there will be identification of a localized floodplain, this must be labeled as a "localized floodplain" and must be contained in a drainage easement or finished floor elevations must be provided.

OSSF Technical Review - Victoria Orcine, R.S., C.F.M. ((512) 393-5553)

1. Review is complete.

Plat / Plan Technical Review - Efren Chavez ((512) 393-7733)

1. Plat/Plan Technical Review Denied.
Per 705 § 5.01(f) Please add the names of the adjoining property owners for the following Parcel IDs: R108559 and R62639.
2. Please add the total acreage of the subject property to the illustration of the Original Lot Configuration.
3. **Per 705 § 5.01(k)** "*The scale shall not exceed 1" = 200'*"
Please revise the scale.
4. **Per 705 § 5.02(c)** Please add the following plat note:
"Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat."
5. **Per 705 § 5.04(h)** Please include a plat note stating that the property does not lie within the Edwards Aquifer Contributing Zone and another note stating it does lie within the Edwards Aquifer Recharge Zone.



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640
512-393-2150 / www.hayscountytexas.com

6. Per 705 § 8.01(f) Please include the building line setbacks of 25' from Indian Hills Trail.

7. Per 705 § 5.03(g) "A designation of the classification of each roadway to be constructed or existing roadways abutting any Lot as determined in accordance with Chapter 721..."

Transportation Technical Review - James Parman ((512) 393-2164)

1. Technical review is complete.

Efren Chavez

County Planner

Hays County Development Services



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding (MOU) between Hays County and Southern Methodist University on behalf of the Deason Criminal Justice Reform Center at the Dedman School of Law regarding the collection of information and data necessary to analyze the County's indigent defense services. **SHELL**

Summary

This agreement is meant to establish expectations of what access the Center will need in order to collect the information.

See attached MOU.

Attachments

MOU

MEMORANDUM OF UNDERSTANDING

The Non-Representation Project

1. Introduction

- 1.1. This Memorandum of Understanding (“MOU”) is made by and between Southern Methodist University on behalf of the Deason Criminal Justice Reform Center at the Dedman School of Law (hereafter known as the “Center”) and Hays County, a political subdivision of the State of Texas (hereafter known as the “County”).
- 1.2. This Agreement describes the relationship between the Center and the County in order to collect the information and data necessary for the Center to include an analysis of the County’s indigent defense services in our research (the “Project”).
- 1.3. The Agreement is meant to establish expectations of what access the Center will need in order to collect the information.

2. Description of Parties and Vision Statement

- 2.1. The County:
 - 2.1.1. *Description:* The County is a County within the State of Texas.
 - 2.1.2. *Primary contacts:*
 - 2.1.2.1. The County may nominate a person or persons to act as the primary contact for this Project.
- 2.2. The Center:
 - 2.2.1. *Description:* The Deason Criminal Justice Reform Center is housed in the Dedman School of Law at Southern Methodist University, Dallas, TX. The Center organizes research projects and other programming to drive smart, sane, and sustainable justice policies.
 - 2.2.2. *Primary Contacts:*
 - 2.2.2.1. Dr. Andrew Davies (Non-Representation Project director): albdavies@smu.edu.
 - 2.2.2.2. Prof. Pamela Metzger (Deason Center Director): pmetzger@smu.edu.
- 2.3. Vision Statement: The Non-Representation Project investigates the causes and consequences of defendants not being represented by counsel in Texas misdemeanor cases. See Appendix A, ‘Non-Representation by Counsel Project Description’.

3. County Responsibilities.

- 3.1. Access to Systems and Data
 - 3.1.1. The County will make available to the Center the data that is necessary for the Project. These data will include court records relating to misdemeanor cases, and jail records relating to admission and release of incarcerated people.
 - 3.1.2. The County will also make available access to systems (e.g. to data systems) from which to extract any information necessary for the Project.
- 3.2. Access to People
 - 3.2.1. The County will assist the Center with identifying participants for interview by researchers. These

may include members of the judiciary, court staff, jail staff, and indigent defense attorneys.

Interviews will last approximately one hour, may be conducted via Zoom, and will be scheduled at the convenience of interviewees.

- 3.3. County shall not use the name “SMU” or “Southern Methodist University,” “Dedman School of Law” or “Deason Criminal Justice Reform Center” or any of their logos or images without the prior written consent of an authorized representative of SMU, except for the purpose of discussions internal to county personnel about the project.

4. The Center’s Responsibilities

4.1. Privacy and Confidentiality

- 4.1.1. The Center will not identify the County in any communications, publications, or reports about the Project.
- 4.1.2. The Center will also not identify any participants in the study. Participant identities will never be reported in the analysis of data, and no data will be reported which would allow for the inference of the identities of participants.
- 4.1.3. In all circumstances, the Center will comply with the guidelines established by SMU’s Institutional Review Board for the conduct of this study, including maintaining the confidentiality of all project data.

4.2. Security

- 4.2.1. The Center will store and transmit any data or information collected as part of the Project using industry-standard secure methods. These will include secure cloud storage, instructions to staff and researchers about security precautions, and limiting access to the data to necessary parties only.
- 4.2.2. Personally Identifying Information (PII) will only be collected where necessary for the Project. At the completion of the Project, all PII will be destroyed.
- 4.2.3. Should there be any breaches of data security, the Center will notify the County as soon as possible.

4.3. Respect

- 4.3.1. The Center will treat all parties involved in the research with respect. This includes current and former defendants, members of the judiciary, court or jail staff, indigent defense attorneys, and all other actors within the County.
- 4.3.2. Should the County have any concerns about the behavior of any members of the project, the County should communicate those as soon as possible to the Center.

5. Other Terms and Notes

- 5.1. Concerns About Terms: Should either party have concerns that the other is not meeting the terms of this Memorandum, the party should advise the other party as soon as possible of these concerns. Once a party receives a concern, and if requested by the other party, the parties will meet to discuss the concern. After that meeting, the parties will document both the concern and the mutually agreed upon remedy to be employed and the schedule for correcting the problem.
- 5.2. Additional Agreements: There may be other unanticipated needs that arise throughout the Project. In many instances, these can be addressed informally by the parties through conversation and agreement.

However, there may be a need to alter the specific services and functions described herein. This can be done by formal amendment based on mutual consent.

- 5.3. Termination: This Agreement shall continue until terminated by one of the parties. However, both parties agree to meet and discuss any concerns about the terms of this Agreement, as described above, before resorting to terminating the Agreement.
- 5.4. Parties: The primary contacts listed in section 2 of this MOU are for informational and reference purposes. Should the primary contacts change, the MOU will still be operational unless terminated as described above. The parties signing this Agreement below guarantee that they are able to enter into the agreements described above.
- 5.5. Ownership of Data and Analyses: The Project will result in the Center creating new datasets for purposes of research. These datasets will be constructed so that the Center can engage in the necessary analysis for the Project while also maintaining the confidentiality of any people whose information is contained in the new datasets. The Center will be the owner of these new datasets (and any analyses arising from them) and will take full responsibility for ensuring that they are kept secure and confidential. The Center will use these datasets for research purposes only and will only share such datasets with research collaborators as necessary for the creation of research products.

The Parties agree to the above and enter into this Agreement by the signature of their authorized representatives, as of the date of the signatures.

SOUTHERN METHODIST UNIVERSITY ON BEHALF OF THE DEASON FOR CRIMINAL JUSTICE REFORM CENTER AT DEDMAN SCHOOL OF LAW

By:

Name:

Title:

Date:

[COUNTY]

By: _____

Name: Judge Ruben Becerra

Title: Hays County Judge

Date: _____

Appendix A: Non-Representation by Counsel Project Description

Counsel for indigent defendants is guaranteed by the Sixth Amendment to the United States Constitution. Nevertheless, *non*-representation by counsel – when a defendant has no legal representation at all in their case – is surprisingly common. Very little research has addressed directly the difference it makes when defendants have no legal advocate by their side during their case.

What is the project? The Non-Representation by Counsel project will compare outcomes for people accused of misdemeanors who had legal representation to those of people who didn't. It will investigate access to counsel, pretrial detention, and case outcomes at the level of the individual case in four Texas counties, three of which will be primarily rural. Analyses will compare people with and without counsel in terms of how long they were incarcerated and the favorability of the pleas they received. Researchers will also interview judges and defense lawyers in the counties to understand how defendants accessed counsel, the procedures in place to allow that access, and the approach officials take to handling cases with non-represented defendants. We will also conduct three case studies of individual defendants as they attempt to obtain representation.

Who is conducting the project? The project is an initiative of the [Deason Criminal Justice Reform Center](#) (Deason Center) at SMU Dedman School of Law in Dallas, TX. Andrew Davies, Ph.D., is the project's Principal Investigator. The Deason Center is dedicated to research around indigent defense, prosecutorial charging decisions, and criminal justice reform in rural areas. The Center has secured funds from Arnold Ventures to support this work.

What questions will the project answer? The project will investigate access to counsel in rural Texas counties through both quantitative and qualitative data collection. Questions it will answer include:

1. *Do defendants without legal representation get different outcomes in court to those who have such representation?*
2. *Are defendants without legal representation detained pretrial at different rates to represented defendants?*
3. *How is the impact of representation different in different counties?*
4. *How do officials in the justice system think about representation and the right to counsel, and how do they implement that right?*

How will the project be conducted? The project will be conducted by Deason Center researchers. Statistical data will be collected from court files and jail data systems – in person, where such data are not remotely accessible. Depending on pandemic conditions, interviews may be conducted online. Following Federal rules governing research involving human subjects, identities of counties and persons (including attorneys and defendants) will never be revealed to anyone outside the research team, and data collected will never be used for any purpose other than research.

What will be the product of this research? Expected products include reports to the counties involved, articles in scholarly journals, and reports published on the Deason Center's website which summarize our overall findings.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize a salary exception at the 25th percentile for the TB Program Medical Assistant, slot 1130-001 at the Hays County Local Health Department effective on the date of hire. **INGALSBE/T.CRUMLEY**

Summary:

The TB Medical Assistant position at the Local Health Department has remained vacant for over 15 months. A qualified applicant has been selected and the Director of Countywide is requesting court approval of a salary exception at the 25th percentile, effective at the date of hire.

Fiscal Impact:

Amount Requested: \$4,990 annualized
\$4,574 FY23 fiscal impact
Line Item Number: 120-675-99-022/087]

Budget Office:

Source of Funds: Department of State Health Services grant funds and Family Health Services Fund for 20% required match

Budget Amendment Required Y/N?: No

Comments: Position was budgeted at a higher salary as there was a candidate being considered during the budget process time. The difference will be covered by the delayed start date for this fiscal year.

Fiscal Impact:

\$32,876 - Base Salary (grade 109)

\$36,985 - Requested Salary

\$4,109 - Difference in Salary

\$ 881 - Fringe benefits

\$4,990 - Total Impact annualized

\$4,574 - Total FY23 Fiscal Impact (effective 11/3/22)

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Salaries and Benefits Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Salary Exception Form



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Agreement to Provide Joint Funding in the amount of \$20,000.00 for the Provision of Youth Services, between Hays County, Texas State University, San Marcos CISD, and the City of San Marcos, related to the joint funding of a youth services director for the education of local youth. **BECERRA**

Summary:

Agreement is attached.

Fiscal Impact:

Amount Requested: \$20,000.00

Line Item Number: 121-752-00.5448

Budget Office:

Source of Funds: Tobacco Settlement 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, Contact Services Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Joint Funding Agreement

AGREEMENT TO PROVIDE JOINT FUNDING FOR THE PROVISION OF YOUTH SERVICES

As of _____, 2023 (the “Effective Date”) the City of San Marcos (the “City”) and Texas State University (the “University”), San Marcos Consolidated Independent School District (the “SMCISD”), and Hays County enter into this Agreement to Provide Joint Funding for the Provision of Youth Services (the “Agreement”), for the joint funding of a youth services director to administer youth services and programs on behalf of and for the mutual benefit of the parties to this Agreement.

I. RECITALS:

1.1. The City, the University, SMCISD, and Hays County (hereinafter, the “Core 4” or the “Parties,” or individually, a “Party”) established a program for youth programming that will include information on the benefits of a post-secondary education and continuing education beyond a high school diploma. The Parties wish to amend the terms of the Original Agreement as set forth in this Agreement below.

1.2. The Core 4 wish to work cooperatively to create educational links between each of them in order to continue the Bobcat Promise and to foster better communications

1.3. The parties will appoint elected and/or executive level representatives to create the Core 4 Policy Group as follows: two members from Hays County, two members from the University, two members from SMCISD, and three members from the City.

1.4 The parties will also appoint representatives to a working group known as the Core 4 Task Force (the “Task Force”), The Core 4 Task Force will consist of two representatives appointed by Hays County, the University and SMCISD and three representatives appointed by the City. The Task Force will provide oversight for ongoing collaborative youth services planning for San Marcos area youth and provide recommendations for policy related items to the Core 4.

1.5. The Core 4 wish to jointly fund the creation of a youth services director (the “Director”) that will be responsible for administering and delivering programs for youth in the community and other related services agreed to by the Core 4. The Director will work with the Core 4 Task Force and will provide quarterly reports to the Core 4 Policy Group on the Task Force’s activities.

1.6. The Core 4 wish to designate the City as the Party responsible for contracting with Community Action, Inc. to provide the personnel to serve as the Director.

1.7. For the reasons stated above, and in consideration of the mutual covenants and promises contained herein, the parties enter into this agreement.

II. AGREEMENT

2.1. City Agreements. The City agrees to:

2.1.1. Subject to each Party's advance review and written approval, execute a contract with Community Action, Inc. to procure the services of and set the terms of compensation of the Director in an amount not to exceed \$90,000.00 for the wages or salary, and the cost of benefits for the person serving as the Director, plus an amount up to \$20,000.00 for associated administrative and program expenses. Funding by the Core 4 in support of the program shall not exceed \$110,000 annually.

2.1.2. Manage the contract with Community Action, Inc. and the day to day activities of the Director, and provide staff support to the Director for implementation of the Youth Master Plan.

2.1.3. Contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director, not to exceed \$45,000 annually; and b) up to \$5,000.00 annually for associated administrative and program expenses, contingent on the availability of funding.

2.1.4. Deliver one or more invoices to the each of the Parties for payment of each Party's share (as described in paragraph 2.1.3) of amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.1.5. Meet with the Core 4 Policy Group at least once annually, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.1.6. Designate a representative authorized to act on the City's behalf in relation to the obligations under this Agreement.

2.2. University, SMCISD and Hays County Agreements: The University, SMCISD, Hays County agree to:

2.2.1. Each contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) one-third of the remaining 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director, not to exceed \$15,000 annually; and b) up to \$5,000.00 annually for associated administrative and program expenses, contingent on the availability of funding.

2.2.2. Each make such contributions by paying the City directly 15 days after the receipt of one or more invoices from the City for amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.2.3. Meet with the Core 4 Policy Group at least once annually, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.2.4. Each designate a representative authorized to act on their behalf in relation to their respective obligations under this Agreement.

III. TERM

The term of this Agreement will commence on January 26, 2023 and will continue for two years unless sooner terminated in accordance with other terms of this Agreement.

IV. MISCELLANEOUS PROVISIONS

4.1. Cooperation. The Parties agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

4.2. Funding. The Parties acknowledge that funding under this Agreement will be made from current revenues legally available to each of the Parties.

4.3. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement without the written consent of the other Parties.

4.4. Invalid Provisions; Severability. Should any provision in this Agreement be found or deemed invalid by a court of competent jurisdiction, this Agreement will be construed as not containing the provision and all other provisions that are otherwise lawful will remain in full force and effect, and to this end, the provisions of this Agreement are declared severable.

4.5. Applicable Law. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

4.6. Public Information Act. The Parties are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Act.

4.7. Termination. Any Party may terminate this Agreement by giving at least 60 days' advance written notice of termination to the other Parties. In such event, the terminating Party shall remain responsible for payment to the City of its share of funding for any amounts due to Community Action, Inc. under its Youth Services Director contract with the City through the actual date such contract may be and is terminated by the City as a result of the Party's termination under this paragraph. After termination of this Agreement, each Party shall be reimbursed their respective share of any unexpended funds held by the City, if any.

4.8. Binding Effect; Assignment. This Agreement shall take effect immediately upon the Effective Date and shall inure to the benefit of and be binding upon the administrators, successors and assigns of the Parties. The City, the Parties will not assign or transfer any interest in this Agreement.

4.9. Limitation on Liability and Immunity. The Parties each reserve their applicable constitutional, statutory and common law rights, privileges, statutory limitations on liability, immunities and defenses.

4.9. Amendments. This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City, the University, SMCISD, and Hays County and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. This Agreement may be amended only by separate written instrument approved by the Parties.

4.10. Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered by email, hand-delivery, or by certified mail to the addresses for each Party as follows:

City of San Marcos:	Interim City Manager City of San Marcos 630 E. Hopkins San Marcos, Texas 78666 sreyes@sanmarcostx.gov
---------------------	-------------------------------------------------------------------------------------------------------------------

Texas State University:	Vice President for Finance and Support Services Texas State University 601 University Drive, JCK 920 San Marcos, TX 78666 ealgoe@txstate.edu
-------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------

San Marcos Consolidated Independent School District:	Superintendent of Schools San Marcos CISD P.O. Box 1087 San Marcos, Texas 78666 michael.cardona@smcisd.net
---------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

Hays County:

Hays County Judge
Hays County
111 E. San Antonio St, Ste. 300
San Marcos, TX 78666
judge.becerra@co.hays.tx.us

A Party may change the address or contact information for notice by providing written notice of such change to the other Parties.

EXECUTED by the Parties to be effective as of the Effective Date first written above.

[SIGNATURES ON THE FOLLOWING PAGES]

CITY OF SAN MARCOS:

By: _____

Name: _____

Title: _____

TEXAS STATE UNIVERSITY:

By: _____

Name: _____

Title: _____

**SAN MARCOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:**

By: _____

Name: _____

Title: _____

HAYS COUNTY:

By: _____

Name: _____

Title: _____



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Elaine Cardenas

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Service Agreement between Hays County and Text My Gov, Inc. in the amount of \$15,000 for text messaging services for the public to communicate with the County Clerk's office and amend the budget accordingly. **BECERRA/CARDENAS**

Summary:

TextMyGov is a subscription based software that allow citizens to ask questions and get immediate responses, find links to information on our website, address problems, or report any issues. TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and will easily connect with our website and other communication methods.

Fiscal Impact:

Amount Requested: \$15,000

Line Item Number: 101-617-10.5429

Budget Office:

Source of Funds: Records Management and Archive Fund

Budget Amendment Required Y/N?: Yes

Comments: \$11k was approved for this service during the FY23 budget process, additional funding is available within this Special Revenue Fund.

\$4,000 - Increase Software Maintenance & Licensing 101-617-10.5429

(\$4,000) - Decrease Contract Services 101-617-10.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing

New Revenue Y/N?: N/A

Comments:

Attachments

Proposal and Terms

TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-787-7222

Partnership Proposal

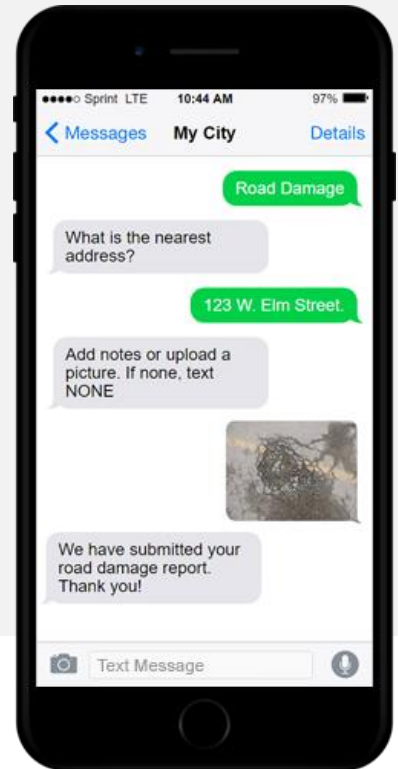
Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted* by users.



TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a cities website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an initial TERM of three years. The agreement is set to automatically renew after the initial TERM. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. See below for the package price and other details:

Terms and conditions can be printed and attached as Exhibit A

Prepared for:

Hays County Clerk's Office
712 S. Stagecoach Trail
San Marcos, TX 78666

Prepared by:

TextMyGov
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: <ul style="list-style-type: none">• TextMyGov Web-Based Software• Local Phone Number• Short Code Number (for outgoing messages)• Unlimited Users• Unlimited Support for Every User• 10 GB Managed online data storage• 150,000 Text Messages per year	\$ 15,000	Annual
Implementation/Setup Fee	\$7,500	Included
Total (First Year):	\$22,500 \$15,000	First Year
Total (Ongoing):	\$15,000	Annual

Notes:

1. This is a three-year contract. After the initial three years, the contract can be canceled by providing 60-day written notice.
2. After the initial three-year contract, the agreement will revert to a year to year.
3. Customer is required to put Text My Gov widget on the Agencies Web Home page.
4. This agreement and pricing were provided at the customer's request and **is valid until 11/18/2022.**
5. Customer is required to provide copy of W-9

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- https://textmygov.com/enhanced-media-care/	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Widget Contact

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

(This person is responsible for placing the TextMyGov widget (see options - [Widget | TextMyGov Support](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time).

Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9 or Tax Exemption form.)

Agreement Signature

Name:

Title:

Date:

Signature:

Twilio Contact Authorization

Twilio Authorized Contacts

Employee Name (1):

Email:

Business Title:

Job Position:

Phone Number:

Employee Name (2):

Email:

Business Title:

Job Position:

Phone Number:

☐ I confirm that my nominated authorized representatives agree to be contacted by Twilio.

Exhibit A

This Terms of Access Agreement (“Agreement”) is made between Text My Gov Inc. (“TextMyGov”) and any Agency, Employee, User, You or Citizen with a login or access to the TextMyGov Services (“User”).

BY CLICKING THE ACCEPTANCE BUTTON, ACCESSING, VIEWING or USING ANY PART OF THE SERVICE(s), YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AND YOU MAY NOT ACCESS, USE OR VIEW ANY PART OF THE SERVICE.

1. TextMyGov Service(s)

TextMyGov allows “User” to utilize smart texting technology to ask questions, get immediate responses, find links to information, search a website, address problems, report any issues and uploads photos, store information, report information, and manage the processes. Referred in this Agreements as (“Services”)

2. Descriptions and Requirements

a. Description. The Services is proprietary to TextMyGov and is protected by copyright laws, intellectual property laws and international intellectual property treaties. User access to the Services is licensed and not purchased. TextMyGov agrees to provide you with User access to the Service(s), consisting of access to an Internet application(s), Services and storage space for the sole purpose of citizen engagement and communications, subject to the terms and limitations set forth in this Agreement.

b. Accessibility. TextMyGov will do everything, within reason, to assure you continuous access to the Services. You agree that from time to time the Services may be momentarily inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that TextMyGov may undertake from time to time; or (iii) causes beyond the control of TextMyGov or that are not reasonably foreseeable by TextMyGov.

c. Data Storage and Management. You hereby accept full responsibility for the accuracy of the data input, uploaded or converted, without limitations, regardless of the source. TextMyGov will store and provide secure access to the data used as part of the Services. In accordance with accessibility terms, the TextMyGov provides restricted access to some Services including but not limited to reporting, setup, configuration, data exporting and admin functions. TextMyGov will manage the data in a secure environment and routinely backup the data to prevent any major loss of data. You agree that TextMyGov is not responsible for loss of information for any reason, including, without limitation: (i) file transfers, (ii) Internet uploads/ downloads; or (iii) Secure Internet File Text Transfer Protocol (FTTP).

3. Representations and Warranties

You represent and warrant to TextMyGov that: (a) you have the power and authority to enter into and perform your obligations under this Agreement; (b) you shall comply with all terms and conditions of this Agreement, including, without limitation, the Acceptable Use Policy set forth at Section 4; and (c) you have provided accurate and complete registration information, including, without limitation, your legal name, address and telephone number, agency you work for, e-mail address, contact information or person responsible for the account.

4. Acceptable Use Policy

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Service, which includes, without limitation: (a) editing or deleting important information used by you or other users in your organization, (b) providing access to the Services to anyone that does not have an authorized password; (c) accessing information not provided, disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person or TextMyGov; (d) creating a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) exporting, re-exporting or permitting downloads of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (f) interfering, disrupting or attempting to gain unauthorized access to other accounts on the Services or any other computer network; (g) disseminating or transmitting viruses, trojan horses or any other malicious code or program; or (h) engaging in any other activity deemed by TextMyGov to be in conflict with the purpose or intent of this Agreement.

5. Limitations

a. Security. You are solely responsible for the security, confidentiality and integrity of all messages and the content that you receive, transmit through or store on the Services. You are solely responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the Services with your password.

b. Privacy. It is the policy of TextMyGov to respect your privacy. TextMyGov will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless TextMyGov has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any authority; (ii) protect and defend the rights or property of TextMyGov; (iii) enforce this Agreement; or (iv) protect the interests of users of the Services other than you. Your IP address or cell phone number is transmitted and recorded with each message you send from the Services. TextMyGov will not provide information in aggregate form collected from and relating to you or to third persons such as advertisers.

6. Termination

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force through the initial term on the Purchase Agreement. After the initial term (number of years) of the purchase agreement, you may terminate this Agreement for any reason upon sixty (60) days prior written notice to: Text My Gov, PO Box 3784, Logan, Utah 84323.

in the event the Hays County Commissioners Court does not allocate sufficient funds to fulfill the payment terms of this Agreement in any fiscal year, this Agreement shall automatically terminate.

TextMyGov reserves the right, in its sole discretion and with notice, at any time, for violations of the term of this agreement or alleged violations of any federal or state law, regulation or requirement, to: (a) remove or disable access to all or any portion of the Service; (b) suspend access to or use of all or any portion of the Services; and (c) if the violation is not remedied within sixty (60) days, to terminate this Agreement.

7. Disclaimer of Warranties

THE SERVICES IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. TEXTMYGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES TEXTMYGOV MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. TEXTMYGOV MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL TEXTMYGOV BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICES AND TERMINATE THIS AGREEMENT.

9. Indemnification

You agree to indemnify, hold harmless and defend TextMyGov, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) your use of the Service, including any data or work transmitted or received by you; and (b) any libelous, slanderous, indecent or other statement concerning any person made or republished by you.

10. Miscellaneous

- a. Independent Contractors. The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- b. Amendment. TextMyGov shall have the right, at any time and but with notice, to add to or modify the Terms of this Agreement, simply by delivering such amended terms to User by requiring acceptance during login. In the event TextMyGov modifies the Terms during the term of this Agreement and provides the required notice, User shall have the right to terminate the Agreement if User doesn't accept the modified terms. User shall not unreasonably withhold acceptance of any modified terms. User access to or use of the Services after the date such amended terms are delivered to User shall be deemed to constitute acceptance of such amended terms.
- c. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.
- d. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.
- e. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. User hereby consents to notice by email. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.
- f. Law. This Agreement is made in and shall be governed by the laws of the State of Texas without reference to conflicts of laws.
- g. Forum. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Texas. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts in the State of Texas. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the State of Texas and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in the State of Texas.
- h. Process. The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, Services by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted

by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of Texas.

i. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

j. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

k. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

l. Survival. The terms and provisions of Sections 2, 3, 4, 5, 7, 8, 9 and 10 shall survive any termination or expiration of this Agreement.

m. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service.

USER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS & CONDITIONS OF THIS AGREEMENT.



Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Mike Jones

Sponsor:

Commissioner Jones

Agenda Item

Discussion and possible action related to a Notice from Travis County Fire Rescue to Adopt and Enforce its own Fire Code within Hays County (Caldwell / Hays Co. Emergency Service District #1). **JONES/MIKEJONES**

Summary

The cooperative, publicly known as Travis County Fire Rescue, has a service area of approximately 240 square miles and includes a portion of southeast Travis County, northern Caldwell County., and northeastern Hays County (see figure 1). Through interlocal agreements, this effort is funded and governed by Travis County ESD 11, Travis County ESD 15, and Caldwell/Hays ESD 1.

Travis County Fire Rescue (TCFR) has adopted the current Hays County Fire Code and its associated amendments and will begin to enforce all new construction projects and begin initiating a service area-wide maintenance inspection program for existing commercial facilities.

As the service area of TCFR continues to grow in complexity and density, the intimate involvement of local responding fire department become necessary. This agreement will allow Travis County Fire Rescue (Caldwell / Hays County ESD 1) to be the fire code authority for new construction and maintenance inspections as well as firework displays and permitting within its response district in Hays County. The Hays County Fire Marshal will continue to permit and inspect fireworks stands and mobile food vehicles within this area.



Attachments

Fire Code

Agenda

FIRE CODE ENFORCEMENT IN HAYS COUNTY (CALDWELL/HAYS ESD 1)

The cooperative, publicly known as Travis County Fire Rescue, has a service area of approximately 240 square miles and includes a portion of southeast Travis County, northern Caldwell County., and northeastern Hays County (see figure 1). Through interlocal agreements, this effort is funded and governed by Travis County ESD 11, Travis County ESD 15, and Caldwell/Hays ESD 1.

Travis County Fire Rescue (TCFR) has adopted the current Hays County Fire Code and its associated amendments and will begin to enforce all new construction projects and begin initiating a service area-wide maintenance inspection program for existing commercial facilities.

As the service area of TCFR continues to grow in complexity and density, the intimate involvement of local responding fire department become necessary. This agreement will allow Travis County Fire Rescue (Caldwell / Hays County ESD 1) to be the fire code authority for new construction and maintenance inspections as well as firework displays and permitting within its response district in Hays County. The Hays County Fire Marshal will continue to permit and inspect fireworks stands and mobile food vehicles within this area.

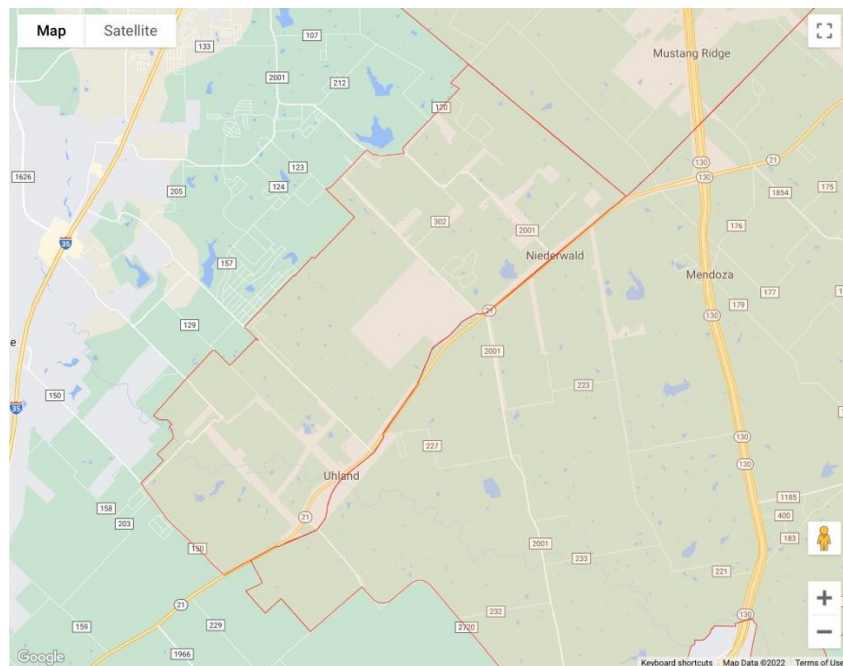


FIGURE 1



Travis County Fire Rescue Voting Session Agenda Request for Hays Co.

Meeting Date: November 15, 2022

Agenda Language:

Consider and Take Appropriate Action on Notice from Travis County Fire Rescue to Adopt and Enforce its own Fire Code within Hays County (Caldwell / Hays Co. Emergency Service District #1).

Prepared By/ Email: Ken Bailey / ken.bailey@traviscountyfire.org

Background / Summary of Request and Attachments:

Attached



Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Jerry Borcharding

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to award a contract for IFB 2022-B19 Metal Beam Guard Fence (MBGF) Materials to Texas Corrugators for materials used primarily by the Transportation Department. **BECERRA/BORCHERDING**

Summary:

On July 19, 2022, the Hays County Commissioners Court approved for the Purchasing Division to solicit bids for IFB 2022-B19 Metal Beam Guard Fence (MBGF) Materials. The Purchasing Division received two (2) bids from the following companies:

Green Dream International, LLC.
Texas Corrugators

After evaluation of the bids, the Transportation Department's recommendation is to award to Texas Corrugators, the apparent low bidder.

Fiscal Impact:

Amount Requested: Items per bid tab

Line Item Number: 020-710-00.5351

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: NO

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Formal Solicitation IFB 2022-B19

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Final Bid Tabulation

Texas Corrugators Contract

Attachment A: IFB 2022-B19 Metal Beam Guard Fence (MBGF) Materials - Bid Tabulation

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

MATERIALS ONLY

Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Green Dream International		Texas Corrugators	
					Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)
B10.1	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	SpliceBolt/Nut/Washer - 5/7" x 1 1/4"	500	each/box	\$ 0.935	\$ 0.944	\$ 0.850	N/B
B10.2	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Button Head Bolt/Nut/Rect. Washer - 5/8" x 2"	500	each/box	\$ 1.925	\$ 1.944	\$ 1.750	N/B
B10.3	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Post Bolt/Nut/Washer - 5/8" x 10"	500	each/box	\$ 2.695	\$ 2.721	\$ 2.450	N/B
B10.4	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Post Bolt/Nut/Washer - 5/8" x 16"	500	each/box	\$ 4.070	\$ 4.110	\$ 3.700	N/B
B10.5	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Terminal Anchor Rail (turn down) - 25'	75	each	\$ 413.600	\$ 417.628	\$ 344.000	N/B
B10.6	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Flare End Wing	50	each	\$ 55.000	\$ 55.536	\$ 50.000	N/B
B10.7	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Radius Rail - 12'6" (punched 3' 1 1/2")	50	each	\$ 171.600	\$ 173.271	\$ 150.000	N/B
B10.8	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Straight Rail - 12' 5"	100	each	\$ 145.200	\$ 146.614	\$ 124.000	N/B
B10.9	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	MBGF - Straight Rail - 25'	100	each	\$ 280.500	\$ 283.232	\$ 234.000	N/B
B10.10	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Terminal Anchor Post	150	each	\$ 187.000	\$ 188.821	\$ 170.000	N/B
B10.11	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Low-Fill Steel post (31" standard)	100	each	\$ 291.500	\$ 294.339	\$ 275.000	N/B
B10.12	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Low-Fill Steel post (28" standard)	100	each	\$ 187.000	\$ 188.821	\$ 185.000	N/B
B10.13	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Sdome Top Timber Post - 5' 6"	500	each	\$ 22.550	\$ 22.770	\$ 20.500	N/B
B10.14	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Dome Top Timber Post Block-out - 6" x 8" x 14"	100	each	\$ 7.645	\$ 7.719	\$ 6.950	N/B
B10.15	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Synthetic Block-out for Steel post - 6" x 8" x 14"	100	each	\$ 6.875	\$ 6.942	\$ 6.250	N/B
B10.16	TxDOT Item 543 Cable Barrier System	Galvanized Wire Cable - 3/8"	500	foot	\$ 1.650	\$ 1.666	\$ 1.500	N/B
B10.17	TxDOT Item 543 Cable Barrier System	Galvanized Eye-End Turnbuckle - 3/8"	200	each	\$ 39.660	\$ 39.986	\$ 36.000	N/B
B10.18	TxDOT Item 543 Cable Barrier System	Galvanized Thimble-Eye Bolt - 18" x 3/8"	200	each	\$ 15.125	\$ 15.272	\$ 13.750	N/B
B10.19	TxDOT Item 543 Cable Barrier System	Galvanized Slip Joint	100	each	\$ 23.650	\$ 23.880	\$ 21.500	N/B
B10.20	TxDOT Item 544 Guardrail End Treatments	SKT Extruder Head	50	each	\$ 924.000	\$ 933.000	\$ 840.000	N/B
B10.21	TxDOT Item 544 Guardrail End Treatments	SKT Extruder Rail - 25'	50	each	\$ 456.500	\$ 46.946	N/B	N/B
B10.22	TxDOT Item 544 Guardrail End Treatments	SKT Extruder Rail - 12' 6"	50	each	\$ 311.300	\$ 314.332	\$ 283.000	N/B
B10.23	TxDOT Item 544 Guardrail End Treatments	SKT Rail - 9' 4 1/2"	50	each	\$ 140.800	\$ 142.171	\$ 128.000	N/B
B10.24	TxDOT Item 544 Guardrail End Treatments	SKT Steel Tube - 6'	50	each	\$ 134.200	\$ 135.507	\$ 128.000	N/B
B10.25	TxDOT Item 544 Guardrail End Treatments	SKT Steel Tube - 4' 6"	50	each	\$ 110.000	\$ 111.071	\$ 122.000	N/B
B10.26	TxDOT Item 544 Guardrail End Treatments	SKT Timber Post - 6'	50	each	\$ 38.500	\$ 38.875	\$ 35.000	N/B
B10.27	TxDOT Item 544 Guardrail End Treatments	SKT Timber Post - 3' 9"	50	each	\$ 24.200	\$ 24.436	\$ 22.000	N/B
B10.28	TxDOT Item 544 Guardrail End Treatments	SKT Timber Block-out - 6" x 8" x 14"	100	each	\$ 7.425	\$ 7.497	\$ 6.750	N/B
B10.29	TxDOT Item 544 Guardrail End Treatments	SKT Cable	50	each	\$ 74.800	\$ 75.529	\$ 68.000	N/B

B10.30	TxDOT Item 544 Guardrail End Treatments	SKT Strut	50	each	\$ 74.800	\$ 75.529	\$ 68.000	N/B
B10.31	TxDOT Item 544 Guardrail End Treatments	SKT Cable Bracket w/Shoulder Bolts	50	each	\$ 96.800	\$ 97.743	\$ 90.000	N/B
B10.32	TxDOT Item 544 Guardrail End Treatments	SKT Bearing Plate	50	each	\$ 23.100	\$ 23.325	\$ 21.000	N/B
B10.33	TxDOT Item 544 Guardrail End Treatments	SKT Pipe Sleeve - 2" x 5 1/2"	50	each	\$ 11.000	\$ 11.107	\$ 10.000	N/B
B10.34	TxDOT Item 544 Guardrail End Treatments	SKT Object Marker - 18" x 18"	25	each	\$ 15.400	\$ 15.550	\$ 14.000	N/B
B10.35	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Corten rail - straight rail 12'6"	25	each	\$ 196.900	\$ 198.818	\$ 179.000	N/B
B10.36	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Corten radius rail 12'6"	25	each	\$ 217.800	\$ 219.921	\$ 198.000	N/B
B10.37	TxDOT Item 544 Guardrail End Treatments	Single Guardrail Terminal full systems MSKT	50	each	\$ 2,590.500	\$ 2,615.731	\$ 2,355.000	N/B
B10.38	TxDOT Item 540 Metal Bean Guard Fence (MBGF)	Long Span Systems LF	25	LF / each	\$ 874.500	\$ 883.018	\$ 840.000	N/B
B10.39	TxDOT Item 544 Guardrail End Treatments	MSKT Impact Heads	50	each	\$ 924.000	\$ 933.000	\$ 840.000	N/B
B10.40	TxDOT Item 544 Guardrail End Treatments	MSKT Post 1 Top (6"x6"x1/8" tube)	50	each	\$ 72.600	\$ 73.307	\$ 76.000	N/B
B10.41	TxDOT Item 544 Guardrail End Treatments	MSKT Post 1 Bottom (6' w6x15)	50	each	\$ 215.600	\$ 217.700	\$ 196.000	N/B
B10.42	TxDOT Item 544 Guardrail End Treatments	MSKT Post 2 Assembly Top	50	each	\$ 72.600	\$ 73.307	\$ 66.000	N/B
B10.43	TxDOT Item 544 Guardrail End Treatments	MSKT Post 2 Assembly Bottom (6'w6x9)	50	each	\$ 106.700	\$ 107.739	\$ 97.000	N/B
B10.44	TxDOT Item 544 Guardrail End Treatments	MSKT Ground Strut	50	each	\$ 74.800	\$ 75.529	\$ 68.000	N/B
B10.45	TxDOT Item 544 Guardrail End Treatments	MSKT W-Beam Guardrail End Sections	100	each	\$ 280.500	\$ 283.232	\$ 234.000	N/B
B10.46	TxDOT Item 544 Guardrail End Treatments	MSKT Cable Anchor Box	50	each	\$ 74.800	\$ 75.529	\$ 68.000	N/B
B10.47	TxDOT Item 544 Guardrail End Treatments	MSKT BCT Cable Anchor Assembly	50	each	\$ 74.800	\$ 75.529	\$ 68.000	N/B
B10.48	TxDOT Item 544 Guardrail End Treatments	MSKT W-Beam MGS Rail Section (9'-4 1/2	100	each	\$ 140.800	\$ 142.171	\$ 128.000	N/B
B10.49	TxDOT Item 544 Guardrail End Treatments	MSKT W-Beam MGS rail Section 12'-6"	100	each	\$ 311.300	\$ 314.332	\$ 283.000	N/B
B10.50	TxDOT Item 544 Guardrail End Treatments	MSKT W6x9 or W6x8.5 Steel Post	100	each	\$ 78.100	\$ 78.861	\$ 70.000	N/B
B10.51	TxDOT Item 540 Metal Bean Guard Fence (MBGF) full systems in length	Metal Beam Guard Fence LF (rail,post,blockouts)	50	LF	\$ 16.775	\$ 16.938	\$ 14.750	N/B

SERVICE ONLY

Contract materials to be delivered to jobsite on an as-needed basis, as directed by Hays County Staff

IMPORTANT: A BID FOR MATERIAL TRANSPORTATION SERVICE IS REQUIRED FOR A DELIVERED MATERIALS BID TO BE CONSIDERED RESPONSIVE

Contract Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit



SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2022-B19
Metal Beam Guard Fence (MBGF) Materials

Date Issued: July 21, 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 11, 2022.

Bids received after the time and date set for submission will be returned unopened.

Submit questions via email to:
purchasing@co.hays.tx.us

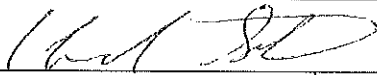
Questions concerning this IFB must be received in writing no later than 5:00 on August 3, 2022.

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:	Texas Corrugators	Name:	Chad Smith
Mailing Address:	105 Tradesmans Park Dr Hutto Tx 786334	Title:	
		Email Address:	chad@txcorr.com
		Phone No.:	512-388-0588
Signature:		Date:	8-9-2022
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:
		per bid sheet
Vendor:	Per bid sheet	Term of Contract:
Texas Corrugators		Dixar, 4-(1) year renewals
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
	November 15, 2022	724

Important: Award notice may be made on this form or by other Authorized official written notice.

Hays County Judge

Date

Hays County Clerk

Date

AUG 18 2022



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Jenifer O'Kane

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to execute a Co-Terminus Accessory Addition Amendment with Ricoh USA, Inc. to add fax service to the Hays County Tax Office Copier for an additional \$28.50 per month. **BECERRA/O'KANE**

Summary:

On June 21, 2022, Commissioners Court authorized the County to enter into an agreement with Ricoh USA, Inc. for all countywide leased copiers. The Tax Office would like to add the fax option to their new copier, which will increase their monthly total to \$224.06, a \$28.50 increase.

Fiscal Impact:

Amount Requested: \$313.50

Line Item Number: 001-619-00.5473

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Equipment Lease

New Revenue Y/N?: N/A

Comments:

Attachments

Ricoh Agreement



Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Co-Terminus Accessory Addition Amendment

This CO-TERMINUS ACCESSORY ADDITION AMENDMENT (this "Amendment"), dated as of the _____ day of _____, 20____, is to that certain agreement/product schedule no. 292291 - 1009769A40 (the "Agreement"), between Ricoh USA, Inc. or, if applicable, the party identified below ("we" or us") and HAYS COUNTY as customer ("Customer" or "you"). Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

Additional Accessory(ies) To Be Added:

Qty	Accessory Make/Model	Serial Number
1	Fax Option	

Added To:

Added To:

Added To:

Added To:

Added To:

Added To:

Added To:

Original Equipment/Product:

Make/Model	Serial Number
RICOH IM4000	C85238479/ 4441RC00287

Minimum Periodic Payment Change (not including taxes): The minimum periodic payment required under the Agreement will increase by \$ 28.50.

Additional Provisions: You are applying to us to amend the Agreement as described above. The above Additional Accessory(ies) will be added on a "co-terminus" basis to the above Agreement (that is, the term for the Additional Accessory(ies) will expire on the same date as the term of the Agreement for the original equipment/product).

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

▪ **X**

Authorized Signature

Date

Authorized Signature

Date

Print Authorized Signer Name

Title

Print Authorized Signer Name

Title



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor:

Commissioner Smith

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 Gunner Thames Memorial Foundation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**

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
Gunner Thames PW

Fiscal Impact:

Amount Requested: \$50,000

Line Item Number: 011-763-99-159.5600_007

Budget Office:

Source of Funds: ARPA Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$50,000 - Increase CASA Project Contributions 011-763-99-159.5600_007

\$50,000 - Decrease ARPA Co-Wide Operating Expense - 011-763-99-159.5301

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

ARPA Agreement - Gunner Thames Memorial Foundation

Gunner Thames Memorial Foundation 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 Eddie Odell, President of Gunner Thames Memorial Foundation (“Beneficiary”), located at 1194 Rutherford, Dr, Driftwood, TX 78619 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 \$50,000 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 and revenue loss as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to recover the recover decreased revenue.

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 to mitigate and recover from the extraordinary expenses and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19. 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 October 11, 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 14th, 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 0 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: Gunner Thames Memorial Foundation

Owner Name: Eddie Odell

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Gunner Thames Memorial Foundation

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Gunner Thames Memorial Foundation

1	Gunner Thames Memorial Foundation.....	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	2
1.3	Program Summary	3
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility	4
3.1	Final Rule.....	4

1 GUNNER THAMES MEMORIAL FOUNDATION

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Gunner Thames Memorial Foundation (GTM) is a 501(c)(3) non-profit organization that raises funds to distribute to deserving kids in the form of scholarships, 4-H/Future Farmers of America (FFA) Projects, and families in crisis in Hays County.

GTM coordinates their activities via their office located at 1184 Rutherford Dr, Driftwood, TX 78619¹.

GTM hosts an annual Labor Day weekend rodeo each year at the Wimberley VFW Post #6441 rodeo grounds at 401 Jacobs Well Road, Wimberley, TX. All monies raised are used to provide educational and other scholarships for deserving Texas High School Rodeo Association Athletes, support the Hays County Texas youth via 4H, Future Farmers of America (FFA), and provides funds to aid families in crisis situations.

GTM funds are commonly awarded as 1) support for the Hays County Livestock show in the form of add-ons and purchase of animals (Level 1), and 2) scholarships to students, purchase of animals for children to raise for coming year, and helping families in need (Level 2).

In years prior to 2020 the event raised over \$100,000 and was able to assist approximately 600 children. In 2020, COVID-19 group and crowd restrictions prohibited GTM from hosting this event, consequently reducing their fund raising to \$0. However, GTM used reserve funds to give \$40,787 back to the community.

Figure 1. GTM Foundation Office Location



1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

GTM's Form-990 for the years 2019 (\$13,773.00) and 2020 (\$-37,477.00) document a \$51,966.20 decrease in gross revenue due to a pandemic-related decrease in contributions and grants, and fund raising.

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 GTM's financial hardship from the revenue loss. Through a grant of \$50,000 GTM will be able to:

- Recover decreased revenue

The Final Rule enumerated Assistance to Nonprofits, defining them as 501(c)(3)s or (19)s, as an eligible use in which recipients could consider declines in revenues, e.g., from donations and fees, or increased

¹ Figure 1 Google Earth Imagery

costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

1.3 PROGRAM SUMMARY

GTM provided their Form-990s for 2019 and 2020 to support their eligibility of as a beneficiary under the SLFRF. In 2020, GTM's funding scholarships and providing monies for use by 4H and in support of families in crisis was made possible using reserves as contributions, grants and fund raising were reduced to \$0 due to COVID-19 group and crowd restrictions prohibited hosting their annual Labor Day Rodeo.

The validation and cost reasonableness analysis determined GTM can demonstrate a pandemic related harm up to \$50,000 the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. GTM's initial award is \$50,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic GTM saw a reduction in its revenue, which is primarily funded by contributions and grants.

The ARPA SLFRF grant is critical to help GTM recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 137% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35² to count projected annual growth in accordance with the US Treasury's revenue loss calculation, GTM's loss of revenue is \$50,300.38 for 2020.

Table 1: Revenue Loss

	2019	2020
Contributions and grants	13,605.00	0.00
Gaming and Fundraising	168.00	(37,477.00)
Total Revenue	13,773.00	(37,477.00)
		(51,250.00)
		137%
Projected Growth		\$14,489.20
Revenue Loss		(51,966.20)

All monies raised are used to provide educational and other scholarships for deserving Texas High School Rodeo Association Athletes, support the Hays County Texas youth via 4H & Future Farmers of America (FFA), and provides funds to aid families in crisis situations.

² 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2".

GTM funds are commonly awarded as 1) support for the Hays County Livestock show in the form of additions and purchase of animals (Level 1), and 2) scholarships to students, purchase of animals for children to raise for coming year, and helping families in need (Level 2).

Table 2 shows the award amount from GTM to the community for the years 2018 to 2020, including a forced reduction in the total amount of awards for 2020.

Table 2: GTM Award Amounts for 2018 to 2020

Award Type	2018	2019	2020
Level 1	31,000	35,650	0.00
Level 2	40,959	41,394	0.00
Total Award(\$)	71,959	77,044	40,787

3 ELIGIBILITY

3.1 FINAL RULE³

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “specifically those that are 501(c)(3) or 501(c)(19) tax exempt organizations”.

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue, e.g., from reduced contributions

When a recipient provides funds to address that impact, it is then providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603 of Title VI of the Social Security Act, amended by ARPA. Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship

3.1.1 Disproportionately Impacted Communities

“The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2)

³ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

assistance to small businesses, and 3) assistance to nonprofits”. These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries⁴

⁴ 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure



HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

<u>Applicant Name</u>	GUNNER THAMES MEMORIAL FOUNDATION		
<u>Address</u>	1194 Rutherford Dr		
<u>City</u>	DRIFTWOOD	<u>State</u>	TX
<u>Zip Code</u>	78619		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(512)-665-1459		
<u>Point of Contact</u>	EDDIE ODELL		
<u>Title</u>	PRESIDENT		
<u>DUNS, UEI, or EIN Number</u>	45-5450261		
<u>Amount Requested</u>	\$50,000.00		

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

Lead Position with Hays County Transportation Department
- 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	X
IRS Determination Letter	
Texas Exemption Verification Letter	
Other	
Specify:	

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	
Labor Hours and Rates	
Change Orders	
Other	
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	N/A
----------	-----

Documents showing decreased revenue:

Other	X
Specify:	Form-990's

Certifications



HAYS COUNTY

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 E, O

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 E, O

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 E, O

Eddie Odell
Signature

Eddie Odell
Print Name

President
Title

11-3-22
Date



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action on a recommended interim community cat management policy to move toward the recommendations of the completed feasibility study conducted by national experts, Team Shelter USA. **BECERRA**

Summary

Hays County recognizes the need for innovation in addressing the issues presented by community cats and to that end seeks to implement this policy. Team Shelter USA has worked with other counties who allow for a policy change regarding community cats, TNR and shelter/neuter/return while the ordinances are pending. The attached proposed draft is submitted for consideration.

Attachments

Interim Policy

Hays County Community Cats Management Policy Statement

Hays County recognizes the need for innovation in addressing the issues presented by community cats and to that end implements this policy. An overwhelming amount of evidence supports the practice of keeping healthy, sterilized community cats in their original home location as the most effective cat management program for all stakeholders.

Hays County will discontinue impoundment of healthy community cats; instead, they will go directly to a spay/neuter/return (SNR) program. These cats will be admitted temporarily to the San Marcos Regional Animal Shelter only for SNR and will be sterilized, vaccinated, ear tipped, microchipped, and returned to origination point home location the following day. Hays County public residents may bring healthy community cats to the San Marcos Regional Animal Shelter for the purposes of SNR/TNR as programs are developed.

Definition of community cat: Community cats may be socialized or unsocialized. Any unowned, free roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. It is a societal norm for cats to have access to the outdoors or live exclusively outdoors. Animal welfare attorneys agree that returning cats to their original home location where they are already cared for, based on their healthy body weight and coat, does not constitute abandonment.

Community cats that are ear tipped are sterilized and have received at least one vaccination against rabies. Community cats are exempt from any licensing, stray, abandonment and at-large provisions directed towards owned animals. A community cat may also be defined as a cat 'found' outside that is brought to an animal shelter and not yet sterilized/ear tipped.

Define community cat caregiver: A person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harbinger, controller or keeper of a community cat or to have care or charge of a community cat. Caregivers must make every effort to minimize the impact on local wildlife, feed the proper quantity of food for the number of cats in appropriate food containers, discard food containers daily and feed only on their property or with the permission of another landowner (city, state, or federal public property). Community cat caregivers shall not be deemed to own, have custody, care or control of community cats. Community cat caregivers may redeem community cats from the shelter without proof of ownership and are exempt from any charges and/or fees. Community cats are exempt from stray hold period.

Animal Control/Field Officers will not convenience transport owner surrenders or healthy community cats for the purpose of shelter intake. Animal Control/Field Officers will instead focus on public and animal safety and proactive community programs.

Discontinuance of the pick-up of healthy community cats by Animal Control field teams from unincorporated Hays County which are not part of an enforcement case or shelter/neuter/return (SNR) or trap/neuter/return (TNR) program. If the cat is injured, ill or potentially exposed to rabies, these are valid reasons for an Animal Control Officer to respond.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Debbie Ingalsbe

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to provide matching funds to the PAWS on the Ground Hays non-profit organization related to a trap/neuter/return (TNR) program for unowned community cats within the San Marcos area and amend the budget accordingly. **INGALSBE**

Summary:

PAWS on the Ground Hays has a new program, CatTip Hays that supports the community cats of Hays County and has received a \$5,000 grant from Shadow Cats One Life Fund, with a requirement for matching funds. This is for a target pilot TNR project to Spay and Neuter community cats in four determined San Marcos neighborhoods of Victory Garden, Blanco Gardens, Dunbar, and Barrio Pescado/Wallace Addition. Once the match is fulfilled, there is a promise of another two-to-one match to potentially double the funding.

Fiscal Impact:

Amount Requested: \$5,000

Line Item Number: 121-752-00.5600

Budget Office:

Source of Funds: Tobacco Settlement Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential funding source for matching funds sponsorship for this program is Tobacco Settlement special revenue fund.

\$5,000 - Increase Project Contributions 121-752-00.5600

(\$5,000) - Decrease Contract Services 121-752-00.5448

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:

Attachments

Donation Letter Request

Dear Commissioner Ingalsbe,

The members of the CatTip Hays Community Cat Coalition wish to share goals for lifesaving and reducing the suffering of unowned community cats with you.

CatTip Hays is a new program that supports the community cats of Hays County, Texas. CatTip Hays has received a \$5,000 grant from Shadow Cats One Life Fund, with a requirement for matching funds. This is for a target pilot TNR project to Spay and Neuter community cats in four determined San Marcos neighborhoods of Victory Garden, Blanco Gardens, Dunbar, and Barrio Pescado/Wallace Addition. It is our hope that you will match the \$5,000 funding for cats in San Marcos. Once the match is fulfilled, there is a promise of another two-to-one match to yours; so, with your assistance, an additional match will be awarded to double your funding!

The formation of a coalition was recommended by the Hays County feasibility study conducted by Dr. Sara Pizano, Team Shelter USA, and Animal Arts. ("working together with the community, more efficient solutions can be found compared to a shelter intake." Page 30). CatTip Hays' goals are integral to the Hays County no-kill initiative. The need is great, and without extending TNR to the central Texas region, the burden of unwanted and unhealthy cats will continue to increase as the growth in the human population of the Hays County and surrounding region explodes. All around Texas, TNR programs are succeeding in population management for community cats.

CatTip Hays advocates are already actively working in the region for TNR, education, and advocacy. As you know, Hays County currently has a large population of community cats which will continue to grow unless individual cats in targeted colonies can be sterilized and returned through TNR.

Thank you so much for supporting this important work.

Respectfully,
Sharri Boyett and Nicky Ladkin

PAWS On The Ground Hays, a nonprofit 501(c)3 organization
Coalition Partner, recipient of the funding on behalf of CatTip Hays.#

For the matching funds for Trap Neuter Return and the CatTip Hays Community Cat Coalition.

Project breakdown goals:

\$5000 @\$75 for each cat Trap Neuter Return TNR = 66 cats



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By: Jennifer Anderson, Election Administrator

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to canvass the November 8, 2022 General Election results. **BECERRA/ANDERSON**

Summary

Pursuant to Sec. 67.003 of the Texas Election Code, the commissioners court must canvass the returns for the November General Election.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor:

Judge Becerra

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.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Tammy Crumley

Sponsor:

Commissioner Ingalsbe

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 located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

Additional information will be presented in Executive Session.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to public financing of the La Cima Public Improvement District, Neighborhood Improvement Area #3. Possible discussion and action may follow in open court. **SHELL**

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor: Commissioner Ingalsbe

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 located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

Additional information will be presented in Executive Session



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 11/15/2022

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding the County's Reinvestment Zone Policy; and regarding Tax Increment Reinvestment Zone (TIRZ) #2 in Kyle. Possible action may follow in open court. **BECERRA**

Summary

Additional information will be presented in Executive Session.
