

**Commissioners Court -- NOVEMBER 22, 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 22, 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. Recognition and appreciation of Jennifer Scott, Executive Assistant of Precinct 2 Commissioner Jones, and her years of service to Hays County. **JONES**
2. Presentation and update regarding the Limited Tax Bonds, Series 2022 bond sale from Hays County's Financial Advisor Dan Wegmiller with Specialized Public Finance, Inc. (SPFI). **SHELL/INGALSBE**

**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 15, 2022. **BECERRA/CARDENAS.**
5. Approve the payment of the November 30, 2022 payroll disbursements in an amount not to exceed \$4,775,000.00 effective November 30, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
6. Approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2024. **INGALSBE**

7. Approve the reappointment of Joshua Harper and Stacey Morgan to the Board of Emergency Services District #2, a two year term ending December 31, 2024. **SMITH**
8. Approve the reappointment of Scott Stevens, Jim Weatherford and Paul Kaskie to the Board of Emergency Services District #8, a two year term ending December 31, 2024. **SMITH**
9. Approve the reappointment of Dennis Lane and Robert Luddy to the Board of Emergency Services District #1, a two year term ending December 31, 2024. **SMITH**
10. Approve the reappointment of Jennifer Rodriguez and Kenneth Eshelman to the Board of Emergency Services District #6, a two year term ending December 31, 2024. **SHELL/SMITH**
11. Approve the reappointment of Eric Holen and Susan Meckel to the Board of Emergency Services District #5, a two-year term ending December 31, 2024. **JONES/SMITH**
12. Amend the Transportation Department's operating budget for increased cost related to vehicles approved during the FY23 budget process. **SHELL/BORCHERDING**
13. Authorize the Office of Emergency Services to accept and utilize insurance proceeds for Water & Earth Technologies to repair Low Water Crossing equipment located at Fitzhugh Road (CR 101) at Fitzhugh Creek.; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. **BECERRA/MIKE JONES**
14. Authorize the Commissioner Pct. 2 to utilize community program expense funds for community event stickers valued at \$176.40 for the Constable Precinct 5 Office. **JONES/ELLEN**
15. Authorize the submission of a grant application to the Federal Emergency Management Agency (FEMA) Building Infrastructure and Communities (BRIC) program in the amount of \$20,000 for Arc GIS Safety Indoor Mapping. **BECERRA/MIKE JONES/T.CRUMLEY**
16. Approve the reappointment of Susan Kimball and Walt Smith to the board of directors for the Dripping Springs Tax Incremental Reinvestment Zones No. 1 and No. 2, two year term ending December 31, 2024. **SMITH**
17. Authorize the submission of a grant application to the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program in the amount of \$68,748.00 for low water crossing barriers. **BECERRA/MIKE JONES/T.CRUMLEY**
18. Authorize the submission of a grant application to the Texas Veterans Commission, Veterans County Service Officer program in the amount of \$150,000.00. **INGALSBE/T.CRUMLEY**
19. Authorize execution of an Amended Interlocal Agreement regarding the Dripping Springs Tax Increment Reinvestment Zone Number One and Tax Increment Reinvestment Zone Number Two. **SMITH**
20. Authorize the Sheriff's Office to procure a credit card in an amount not to exceed \$5,000.00 from the County depository bank. **SHELL/CUTLER**
21. Authorize the purchase of items from BJ's Tees valued at \$1,274.94 for the continuing education safety program for the Transportation Department. **JONES/BORCHERDING**
22. Amend the Sheriff's Drug Forfeiture Fund for the purchase of additional vehicle equipment for a K-9 Unit valued at \$7,258.00. **INGALSBE/CUTLER**
23. Authorize the Sheriff's Office to accept a \$500.00 donation from Bethany Lutheran Church and amend the budget accordingly. **INGALSBE/CUTLER**
24. Approve out of state travel for Deputy Stefan Haltermann and Deputy Christopher Adams to attend the Explosive Handlers and Breaching Course on February 6-10, 2023 in Byhalia, Mississippi. **INGALSBE/CUTLER**
25. Authorize the execution of Amendment No. 7 to the Department of State Health Services (DSHS), Public Health Emergency Preparedness grant. **INGALSBE/T.CRUMLEY**



26. Approve specifications for RFP 2023-P01 Traffic Signal Maintenance and authorize Purchasing to solicit for bids and advertise. **BECERRA/BORCHERDING**
27. Accept a proposal from CT Electric to repair and/or replace all parking lot lights at the new Elections/IT Building located at 120 Stagecoach Trail in the amount of \$5,825.00. **SHELL/T.CRUMLEY**
28. Approve specifications for IFB 2023-B07 Precinct 2 Office - Parking Lot Expansion and authorize Purchasing to solicit for bids and advertise. **JONES/BORCHERDING**
29. Approve and execute the Sheriff's Office Equitable Sharing and Agreement Certification in accordance with the statues and guidelines that govern the Federal Equitable Sharing Program. **INGALSBE/CUTLER**
30. Authorize the County Auditor to process necessary expenditures related to incoming Elected Officials following Texas Local Government Code and Hays County Policies & Procedures. **BECERRA**
31. Authroize the Information Technology Department to purchase one new Dell Latitude 5530 Laptop valued at \$1,370.97 for the Justice of the Peace, Pct. 2 Office utilizing the JP Technology Fund and amend the budget accordingly. **JONES/SMITH/B.SMITH**
32. Approve out of state travel for Development Manager, Michael Berlad, to attend the MyGovernmentOnline National Conference on December 13th - December 15th 2022 in New Orleans, Louisiana. **SHELL/PACHECO**
33. Authorize the purchase of additional Christmas Lights for the Historic Courthouse grounds not to exceed \$5,000.00 and amend the budget accordingly. **BECERRA**
34. Authorize the County Judge to execute an Amended and Restated Development Agreement between Hays County and Half-Ton, LLC, originally approved by the Hays County Commissioners Court on July 13, 2021. **SMITH**
35. Authorize the Information Technology Department to accept one UltraSharp 34" Curved USB-C Hub Monitor from Dell Technologies as part of their Seed Program and amend the budget accordingly. **SHELL/McGILL**

H.	<b>ACTION ITEMS</b>
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I.	<b>ROADS</b>
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1. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and BGE, Inc. to perform a corridor study regarding the possible extension of William Pettus Road from Hwy. 21 west to FM 110 in Precinct 1. **INGALSBE/BORCHERDING**
2. Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 3 in the amount of \$31,000.00 to the Professional Services Agreement between Hays County and Doucet & Associates, Inc. for design services on the Old Bastrop Road project in Precinct 1, as part of the Hays County Road Bond Program; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**
3. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Half Associates, Inc. to provide right-of-way acquisition services for the RM 12 safety improvements near the intersection of Skyline Drive in Precinct 3. **SHELL/BORCHERDING**
4. Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Buda relating to the County's RM 967 rehabilitation project between South Main Street near the Union Pacific Railroad Crossing and the I-35 Southbound Frontage Road and amend the budget accordingly. **SMITH/BORCHERDING**
5. Discussion and possible action to authorize the County Judge to execute a Utility Reimbursement Agreement in the amount of \$650,918.29 in eligible reimbursement costs with Guadalupe-Blanco River Authority for utility relocations on the widening of FM 621 project in Precinct 1, as part of the Hays County Road Bond Program. **INGALSBE/BORCHERDING**

6. Discussion and possible action to call for a public hearing on December 6, 2022 to establish a 3-way stop location on High Mesa Drive at the intersection with Cowpoke Circle in the Cedar Oaks Mesa subdivision. **SHELL/BORCHERDING**
7. Discussion and possible action to select Raba-Kistner, Inc. to provide CE&I (Construction, Engineering, & Inspection) services for the FM110 Grading Project. **INGALSBE/BORCHERDING**
8. Discussion and possible action to call for a public hearing on December 6, 2022 to establish a 3-way stop location on Longbow Lane at the intersection with Indian Princess in the Woodcreek North subdivision. **JONES/BORCHERDING**
9. Discussion and possible action to call for a public hearing on December 6, 2022 to establish a "No Parking" zone along the west side (school side) of Sunbright Blvd. between Vista Gardens Drive and the entrance-only drive for Sunfield Elementary School. **JONES/BORCHERDING**
10. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #SUR0074087 in the amount of \$1,465,590.88, and acceptance of the 2-year maintenance bond #258323Y in the amount of \$243,560.78 for Hymeadow subd., Section 3, Phase 3. **INGALSBE/BORCHERDING**
11. Discussion and possible action to accept the maintenance bond rider extensions from DNT Construction until May 7, 2023 for Sunfield subd: Phase 2, Section 8 - bond #1060750 in the amount of \$188,961.00, Phase 2, Section 11 - bond #1060751 in the amount of \$231,755.6, Phase 3, Section 2 - bond #PB03016800273M in the amount of \$32,600.00, Phase 3, Section 4 - bond #PB03016800240M in the amount of \$22,000.00, Phase 3 "Roadway Extension" - bond #PB03016800210 in the amount of 30,350.00; and until May 8, 2023 for Sunfield subd:Phase 2, Section 12 - bond #PB03016800417M in the amount of \$90,377.95. **JONES/BORCHERDING**

J.

#### SUBDIVISIONS

1. PLN-1917-PC; Call for a Public Hearing on December 6th 2022, followed by discussion and possible action regarding the Rolling Oaks, Section 3, Lot 4A, Replat. **SHELL/PACHECO**
2. PLN-2061-NP Prairie Lakes Subdivision, Phases 3-6, Preliminary Plan. Discussion and possible action to approve the preliminary plan. **PACHECO/JONES**

K.

#### MISCELLANEOUS

1. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Wimberley Education Foundation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL**
2. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hill Country Rally for Kids regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
3. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Dripping Springs Education Foundation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
4. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Burke Center for Youth regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
5. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Kyle Area Senior Zone (KASZ) regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**
6. 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**

7. Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement in the amount of \$45,000.00 related to RFP 2022-P11 Community Health Assessment between Hays County and Initium Health. **BECERRA/T.CRUMLEY**
8. Approve renewal of IFB 2021-B12 Countywide Dumpsters with Waste Connections Lone Star, Inc. **BECERRA/T.CRUMLEY**
9. Discussion and possible action to authorize a salary exception at the 50th percentile for the Bookkeeper, slot 0450-001 in the Courts Division at the Hays County Clerk's Office effective December 1, 2022. **BECERRA/CARDENAS**
10. Discussion and possible action to consider the release of the performance and payment bond (101147623) in the amount of \$59,627.01 for IFB 2020-B01 Hays Multilayer Well. **SHELL/T.CRUMLEY**
11. Discussion and possible action to award contract RFP 2022-P12 Pet Resource Center - Project Coordinator to Austin Pets Alive and authorize staff and General Counsel to negotiate a contract. **SHELL/INGALSBE**
12. Discussion and possible action to authorize the Information Technology Director to execute equipment quotes for ordering new or replacement Polycom Desk Phones through 8x8, Inc., the County's phone vendor. **BECERRA/McGILL**
13. Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and Neighborhood Defender Service, Inc regarding the operation of the public defenders' office in Hays County. **SHELL/INGALSBE**

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 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**
4. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of the Administrative position within the Hays County Commissioner Precinct 2 Office. Possible discussion and/or action may follow in open court. **JONES**
5. 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**
6. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of for all positions funded for the Pre-trial Services Department. Possible discussion and/or action may follow in open court. **SHELL**

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 18th day of November, 2022  
COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Commissioner Mark Jones

**Sponsor:**

Commissioner Jones

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**Agenda Item**

Recognition and appreciation of Jennifer Scott, Executive Assistant of Precinct 2 Commissioner Jones, and her years of service to Hays County. **JONES**

**Summary**

Additional information will be presented during Court.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Marisol Villarreal-Alonzo

**Sponsor:**

Commissioner Shell

**Co-Sponsor:**

Commissioner Ingalsbe

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**Agenda Item**

Presentation and update regarding the Limited Tax Bonds, Series 2022 bond sale from Hays County's Financial Advisor Dan Wegmiller with Specialized Public Finance, Inc. (SPFI). **SHELL/INGALSBE**

**Summary**

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AGENDA ITEM REQUEST FORM

**Hays County Commissioners Court**

**Date:** 11/22/2022

**Requested By:**

**Sponsor:** Judge Becerra

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**Agenda Item**

Approve Commissioners Court Minutes of November 15, 2022. **BECERRA/CARDENAS.**

**Summary**

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**Attachments**

11-15-2022 Minutes

# HAYS COUNTY COMMISSIONERS' COURT MINUTES



NOVEMBER 15, 2022

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 15th 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 Danielle Knapp, First United Methodist Church San Marcos, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

## PUBLIC COMMENTS

*Laura Nunn made a public comment concerning election transparency. Dan Lyon made a public comment concerning County bonds. Enrique Espina made a public comment concerning election integrity. Elaine Cardenas, County Clerk, read an emailed public comment from Sam Brannon concerning election integrity.*

**38213** Adopt a Proclamation declaring November 15, 2022 as GIS Day.

*Marcus Pacheco, Director of Development Services, spoke about the Hays County GIS team and thanked the Court for the recognition. Steve Floyd and Kellsey Schilly, Development Services GIS Division, thanked the Court and spoke about upcoming GIS events.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation declaring November 15, 2022 as GIS Day.

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

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

*Melissa Rowan, Chief Operating Officer of the Meadows Mental Health Policy Institute, presented findings of the mental health needs assessment. Topics included having a broad-based planning group, increased access to community-based services, an intensive case management team, and facility options. The Court discussed with Rowan the need for community input and collaboration across the region, and state involvement in funding mental health services. The final report will be submitted on November 30th.*

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

*Jordan Powell, Assistant General Counsel, spoke about the ordinance the City of San Marcos is drafting and keeping the County's ordinance consistent with it. Judge Becerra spoke about the necessity of urgent action due to shelter overcrowding.*

**38214** Approve payments of County invoices.



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

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

**38215** Approve the payment of Juror checks.

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

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

**38216** Approve the payment of United Healthcare claims.

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

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

**38217** Approve Commissioners Court Minutes of November 1, 2022.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of November 1, 2022.

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

**38218** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38219** Amend the Constable Pct. 3 operating budget for additional vehicle maintenance & repair needs for law enforcement fleet.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the Constable Pct. 3 operating budget for additional vehicle maintenance & repair needs for law enforcement fleet.

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

**Clerk's Note Agenda Item #G-7 RE:** *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.* - **WAS PULLED.**

**38220** Authorize Building Maintenance to purchase a 5 gallon Graco Airless Line Striper in the amount of \$4,385.00 and amend the budget accordingly.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize Building Maintenance to purchase a 5 gallon Graco Airless Line Striper in the amount of \$4,385.00 and amend the budget accordingly.

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

**38221** Approve the reappointment of Robert Avera to the Board of Emergency Services District #6, a two year term ending December 31, 2024.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the reappointment of Robert Avera to the Board of Emergency Services District #6, a two year term ending December 31, 2024.

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

**38222** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38223** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38224** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38225** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38226** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38227** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38228** Ratify the submission of a grant application to State Farm Good Neighbor Citizenship Grant Program in the amount of \$10,000.00.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to ratify the submission of a grant application to State Farm Good Neighbor Citizenship Grant Program in the amount of \$10,000.00.

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

**38229** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38230** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38231** Approve specifications for RFP 2023-P03 Countywide Plumbing Services and authorize Purchasing to solicit for proposals and advertise.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve specifications for RFP 2023-P03 Countywide Plumbing Services and authorize Purchasing to solicit for proposals and advertise.

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

**38232** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38233** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38234** Authorize the Sheriff's Office to accept a \$100.00 donation from Wesley B. Alexander and amend the budget accordingly.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to accept a \$100.00 donation from Wesley B. Alexander and amend the budget accordingly.

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

**38235** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38236** 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).

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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).

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

**38237** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38238** 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.

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

**38239** Approve Utility Permits.

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

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

**38240** 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith 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.

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

**38241** 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.

*Dan Lyon made a public comment concerning costs and time delays. Commissioner Shell spoke about the safety issues and often unforeseen problems that arise and lead to change orders.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith 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.

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

**38242** 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.

*Commissioner Ingalsbe spoke about safety issues at these intersections and identifying funding for improvements.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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.

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

**38243** 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.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to release the subdivision bond #ES00007788 in the amount of \$350,046.72 for Headwaters at Barton Creek subd., Phase 5, Section 1.

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

**38244** 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.

*Commissioner Jones explained the City of Kyle will fund their portion of the project.*

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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.

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

**38245** 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.

*Dan Lyon made a public comment asking for clarification on this project's funding. Commissioner Jones explained the City of Kyle pays HDR through the County.*

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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.

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

**5 - 0 Passed - Unanimously**

**Clerk's Note Agenda Item #I-7 RE:** *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. - WAS PULLED.*

**38246** 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).

*Dan Lyon made a public comment concerning cost increases. Commissioner Shell explained why the FEMA Letter of Map Revision (LOMR) was added to the contract.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith 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).

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

**5 - 0 Passed - Unanimously**

**38247** 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept road construction & surface drainage improvements, and release the Letter of Credit #20224122 in the amount of \$424,008.25 for 6 Creeks subd., Phase 1, Section 6A.

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

**5 - 0 Passed - Unanimously**

**38248** 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.

*Colby Machacek, County Planner with Development Services, provided background on the property and stated it has full staff recommendation.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat of PLN-2026-NP; Anthem, Phase 4A Subdivision (108 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**

**38249** 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a Public Hearing on December 6th 2022, followed by discussion and possible action regarding the Burnett Ranch, Sec 3, Lot 55, Replat (PLN-1954-PC).

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

**5 - 0 Passed - Unanimously**

**38250** PLN-1864-NP; The Vineyard, Phase 2, Final (Vineyard Reserve, Sec A); Discussion and possible action to approve final plat.

*Colby Machacek, County Planner with Development Services, provided background on the property and stated it has full staff recommendation.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the final plat of PLN-1864-NP; The Vineyard, Phase 2, Final (Vineyard Reserve, Sec A).

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

**38251** PLN-2068-NP; Bunk Road Subdivision; Discussion and possible action to approve the final plat.

*Colby Machacek, County Planner with Development Services, provided background on the property and stated it has full staff recommendation.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the final plat of PLN-2068-NP; Bunk Road Subdivision.

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

**38252** PLN-2055-PC; Hold a Public Hearing with possible action to conditionally approve Indian Hills Ranch, Lot 9, Replat.

*Judge Becerra opened the Public Hearing at 11:24 a.m. No comments were made. Judge Becerra closed the Public Hearing at 11:25 a.m. Colby Machacek, County Planner with Development Services, provided background on the property and stated staff recommends approval once the deficiencies identified in the back-up are remedied. Marcus Pacheco, Director of Development Services, explained conditional approval. Commissioner Smith gave support for low-density developments like this.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to conditionally approve Indian Hills Ranch, Lot 9, Replat (PLN-2055-PC).

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

**Clerk's Note:** Judge Becerra called for a recess that began at 11:30 a.m. and resumed back into open court at 11:40 a.m.

**38253** 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.

*Commissioner Shell stated the university will analyze those in the misdemeanor court that represent themselves versus those that have representation.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe 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.

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

**38254** 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.

*Tammy Crumley, Director of Countywide Operations, stated this position has been vacant for 16 months and the County will lose its grant if it is not filled.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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.

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

**38255** 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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.

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

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

**38256** 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).

*Mike Jones, Director of Emergency Services, clarified the item should read that Travis County Fire Rescue will adopt and enforce the current Hays County Fire Code within Hays County.*

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to have Travis County Fire Rescue Adopt and Enforce the Hays County Fire Code within Hays County (Caldwell / Hays Co. Emergency Service District #1).

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

**38257** 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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.

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

**38258** 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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.

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

**38259** 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.

*Commissioner Smith spoke about Gunner Thames and the foundation's losses due to COVID-19, and clarified that ARPA funds will go to this foundation. Commissioner Jones spoke about the scholarships this foundation provides.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell 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.

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



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.

*Nicola Ladkin made a public comment in favor of a countywide Trap, Neuter, Return (TNR) program. Sharri Boyett made a public comment in favor of a TNR policy. The Court discussed with Boyett what action can be taken today and the need for a new ordinance. Jordan Powell, Assistant General Counsel, spoke about confusion that might result from adopting an interim ordinance, and a possible timeline of action. Judge Becerra explained the Sheriff's Office is currently picking up cats and bringing them to the San Marcos Regional Animal Shelter, and there are volunteers willing to return them. Commissioner Shell explained the legal conflict with the County's current ordinance. Commissioner Smith spoke about including areas outside of San Marcos and gave support for a new policy. Mark Kennedy, General Counsel, spoke about County authority and made suggestions for changing the ordinance. Judge Becerra stated he will bring this item back next week. No action taken.*

**38260** 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.

*Commissioner Ingalsbe stated this can be matched from the Tobacco Settlement Fund. Commissioner Shell gave support for this item.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell 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.

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

**38261** Discussion and possible action to canvass the November 8, 2022 General Election results.

*Jennifer Doinoff, Elections Administrator, stated the election results must be canvassed before a recount can be filed and clarified concerns from public comments. Judge Becerra spoke about his confidence in the election and thanked Doinoff. Doinoff stated poll watchers were satisfied with the election process. Judge Becerra spoke about the importance of transparency. Commissioner Shell stated the canvass is on the County website. The Court and Doinoff explained various public concerns, including under-votes, over-votes, and limited ballots.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to canvass the November 8, 2022 General Election results.

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

**Clerk's Note:** Executive Session began at 11:56 a.m. and resumed back into open court at 1:48 p.m.

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.

*No action taken.*

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.

*No action taken.*

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.

*No action taken.*

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.

No action taken.

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.

No action taken.

**Clerk's Note Agenda Item #M-1 RE:** *Discussion and possible action related to the burn ban.* - **WAS PULLED.**

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 635 for the week of November 6, 2022 with a peak of 639 inmates on November 9, 2022. The estimated cost for outsourcing inmates this week was \$155,528. The average number of outsourced males is 248 and females is 22. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Haskell, and Maverick. During the month of October 2022, the county jail trustees worked a total of 5,238.55 hours at a rate of \$12 per hour, for a savings of \$62,862.60. The jobs performed by the trustees range from kitchen, laundry, cleaning within the facility, and special project assignments. The number of "paper-ready" inmates who are now wardens of the state is 22.*

**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 Shell, seconded by Judge Becerra to adjourn court at 1:48 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on NOVEMBER 15, 2022.



*Elaine H. Cardenas*

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:** 11/22/2022

**Requested By:**

Britney Richey, Hays County Treasurer

**Sponsor:**

Judge Becerra

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#### **Agenda Item**

Approve the payment of the November 30, 2022 payroll disbursements in an amount not to exceed \$4,775,000.00 effective November 30, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**

#### **Summary**

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Shell

**Sponsor:**

Commissioner Ingalsbe

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**Agenda Item**

Approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2024. **INGALSBE**

**Summary**

Commissioner Shell currently serves on the TIRZ #5 Board, his current term expires on Dec. 31, 2022.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Commissioner Smith

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**Agenda Item**

Approve the reappointment of Joshua Harper and Stacey Morgan to the Board of Emergency Services District #2, a two year term ending December 31, 2024. **SMITH**

**Summary**

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

Requested By:

Sponsor:

Commissioner Smith

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#### Agenda Item

Approve the reappointment of Scott Stevens, Jim Weatherford and Paul Kaskie to the Board of Emergency Services District #8, a two year term ending December 31, 2024. **SMITH**

#### Summary

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Commissioner Smith

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**Agenda Item**

Approve the reappointment of Dennis Lane and Robert Luddy to the Board of Emergency Services District #1, a two year term ending December 31, 2024. **SMITH**

**Summary**

Lane and Luddy have agreed to serve another term.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Commissioner Shell

**Co-Sponsor:**

Commissioner Smith

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**Agenda Item**

Approve the reappointment of Jennifer Rodriguez and Kenneth Eshelman to the Board of Emergency Services District #6, a two year term ending December 31, 2024. **SHELL/SMITH**

**Summary**

Rodriguez and Eshelman has agreed to serve another term.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Mark Jones/Walt Smith

**Sponsor:**

Commissioner Jones

**Co-Sponsor:**

Commissioner Smith

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#### **Agenda Item**

Approve the reappointment of Eric Holen and Susan Meckel to the Board of Emergency Services District #5, a two-year term ending December 31, 2024. **JONES/SMITH**

#### **Summary**

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Shell

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**Agenda Item:**

Amend the Transportation Department's operating budget for increased cost related to vehicles approved during the FY23 budget process. **SHELL/BORCHERDING**

**Summary:**

The Transportation Department was approved for 5 vehicles during the FY 23 budget process, however, the price has gone up due to inflation and additional funding is required.

**Fiscal Impact:**

Amount Requested: \$36,845

Line Item Number: 020-710-00.5713\_700

**Budget Office:**

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: Yes

Comments: Department was approved \$175,172 for FY23 vehicles, actual quote totals \$212,017.

\$36,845 - Increase Vehicles\_Capital 020-710-00.5713\_700

(\$36,845) - Decrease Right of Way 020-710-00.5386

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Pending Texas BuyBoard Purchasing Cooperative Approval

G/L Account Validated Y/N?: Yes, Vehicle Capital Outlay

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Caldwell Country Chevrolet Quote

**CALDWELL COUNTRY CHEVROLET**

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 601-19

End User: HAYS COUNTYCaldwell Rep: BEN LAUREANO QUOTE# BL22852Contact: NORMAN SELBIGPhone: 979-567-6155Phone/email: [NORMAN.SELBIG@CO.HAYS.TX.US](mailto:NORMAN.SELBIG@CO.HAYS.TX.US)Date: Tuesday, November 15, 2022Product Description: CHEVROLET SILVERADO 1500email: [ben@caldwellcountry.com](mailto:ben@caldwellcountry.com)A. Bid Series: 25A. Base Price: \$ 32,815.00**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
CC10753	2024 CHEV 1500 DBL CAB 2WD	\$ 5,025.00	Z82	TRAILERING PACKAGE	\$ 525.00
AE7	SEATS, FRONT 40/20/40 BENCH	INCL	ZLQ	WT FLEET CONVENIENCE PACKAG	\$ 445.00
AQQ	REMOTE KEYLESS ENTRY	INCL		POWER WINDOW/LOCK	INCL
CTT	HITCH GUIDANCE	INCL		BLUETOOTH CONNECTIVITY	INCL
DLF	MIRRORS, OUTSIDE POWER-ADJUST	INCL		REAR VISION CAMERA	INCL
GU5	REAR AXLE, 3.23 RATIO	INCL		FLOOR COVERING, VINYL RUBBER	INCL
H2G	JET BLACK, VINYL SEAT TRIM	INCL		CORNERSTEP, REAR BUMPER	INCL
IOR	CHEV INFOTAINMENT 3 SYSTEM	INCL			
K34	CRUISE CONTROL	INCL			
L84	ENGINE, 5.3L V8	\$ 1,886.00			
MHT	TRANS, 10-SPEED AUTOMATIC	\$ 725.00			

Total of B. Published Options: \$ 8,606.00**C. Unpublished Options [Itemize each below, not to exceed 25%]**

Disclaimer	Unpublished Options	Bid Price
<b>**PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED**</b>	GAZ - SUMMIT WHITE / Q4 2023	COLOR / DELIVERY

Total of C. Unpublished Options:

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, &amp; Runner time:

\$ -

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 109 miles

\$ 218.00

K. Subtotal:

\$ 41,639.00

L. Quantity Ordered 4 x K =

\$ 166,556.00

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

\$ 400.00

O. **TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)**

\$ 166,956.00

**CALDWELL COUNTRY CHEVROLET**

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 601-19

End User: HAYS COUNTYCaldwell Rep: BEN LAUREANO QUOTE# BL22851Contact: NORMAN SELBIGPhone: 979-567-6155Phone/email: [NORMAN.SELBIG@CO.HAYS.TX.US](mailto:NORMAN.SELBIG@CO.HAYS.TX.US)Date: Tuesday, November 15, 2022Product Description: CHEVROLET SILVERADO 1500email: [ben@caldwellcountry.com](mailto:ben@caldwellcountry.com)A. Bid Series: 25A. Base Price: \$ 32,815.00**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
CK10753	2024 CHEV 1500 DBL CAB 4WD	\$ 8,447.00	Z82	TRAILERING PACKAGE	\$ 525.00
AE7	SEATS, FRONT 40/20/40 BENCH	INCL	ZLQ	WT FLEET CONVENIENCE PACKAG	\$ 445.00
AQQ	REMOTE KEYLESS ENTRY	INCL		POWER WINDOW/LOCK	INCL
CTT	HITCH GUIDANCE	INCL		BLUETOOTH CONNECTIVITY	INCL
DLF	MIRRORS, OUTSIDE POWER-ADJUST	INCL		REAR VISION CAMERA	INCL
GU6	REAR AXLE, 3.42 RATIO	INCL		FLOOR COVERING, VINYL RUBBER	INCL
H2G	JET BLACK, VINYL SEAT TRIM	INCL		CORNERSTEP, REAR BUMPER	INCL
IOR	CHEV INFOTAINMENT 3 SYSTEM	INCL			
K34	CRUISE CONTROL	INCL			
L84	ENGINE, 5.3L V8	\$ 1,886.00			
MHT	TRANS, 10-SPEED AUTOMATIC	\$ 725.00			

Total of B. Published Options: \$ 12,028.00**C. Unpublished Options [Itemize each below, not to exceed 25%]**

Disclaimer		Unpublished Options	Bid Price
<b>**PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED**</b>		GAZ - SUMMIT WHITE / Q4 2023	COLOR / DELIVERY

Total of C. Unpublished Options:

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, &amp; Runner time:

\$ -

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -J. Additional Delivery Charge: 109 miles\$ 218.00

K. Subtotal:

\$ 45,061.00L. Quantity Ordered 1 x K =\$ 45,061.00

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

O. **TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)**\$ 45,061.00



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Mike Jones

**Sponsor:**

Judge Becerra

---

**Agenda Item:**

Authorize the Office of Emergency Services to accept and utilize insurance proceeds for Water & Earth Technologies to repair Low Water Crossing equipment located at Fitzhugh Road (CR 101) at Fitzhugh Creek.; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. **BECERRA/MIKE JONES**

**Summary:**

The master pole at 50039 Fitzhugh Rd (CR 101) at Fitzhugh Creek was damaged during a vehicular accident on August 6, 2022. The vehicle broke the pole base, causing the pole to fall over. The entire pole needs to be replaced. Water & Earth Technologies, Inc. (WET) is currently under a maintenance contract, but not an installation contract so only one WET employee is available for support. A second WET employee needs to be available to re-install the pole which has increased the installation labor.

**Fiscal Impact:**

Amount Requested: \$27,693.18

Line Item Number: 001-656-00.5719\_700

**Budget Office:**

Source of Funds: Insurance Proceeds & General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$27,694 - Increase Misc. Equipment\_Capital 001-656-00.5719\_700

(\$17,694) - Increase Compensation for Loss 001-656-00.4680

(\$10,000) - Decrease Equipment Maintenance 001-656-00.5411

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) for captive replacement parts or components for equipment

G/L Account Validated Y/N?: Yes, Compensation for Loss and Misc. Equipment Capital Outlay

New Revenue Y/N?: Yes

Comments:

---

**Attachments**

Fitzhugh Quote

Fitzhugh Deposit Receipt



08/06/2022

Quotation XPHC046

**Prepared for:**

Hays County - Office of Emergency Services  
Attn: Brandon High  
810 South Stagecoach Trail  
San Marcos, TX 78666

**Federal Tax Identification No.**

84-1440328

**Quote Valid Thru**

10/05/2022

**Prepared by:**

**Water & Earth Technologies, Inc.**

40504 Weld County Road 17  
Severance, CO 80524  
Phone (970) 225-6080  
email: RNiedenzu@wetec.us

**Quote Title: Fitzhugh Road Master Flasher Controller Replacement**

**Quote Information**

The master pole at 50039 Fitzhugh Rd (CR 101) at Fitzhugh Creek was damaged during a vehicular accident on August 6, 2022. The vehicle broke the pole base, causing the pole to fall over. The entire pole needs to be replaced. Water & Earth Technologies, Inc. (WET) is currently under a maintenance contract, but not an installation contract so only one WET employee is available for support. A second WET employee needs to be available to re-install the pole which has increased the installation labor.

Item No.	Item Description	Model No.	Unit Price	Qty	Amount
1	New Master Flasher Controller Pole	NA	\$ 21,453.18	1	\$ 21,453.18
2	Pressure Transducer	CS451	\$ 1,600.00	1	\$ 1,600.00
<b>Items Total</b>					<b>\$ 23,053.18</b>

Item No.	Labor Description	Hours		Amount
		Eng I \$130/hr	Eng II \$150/hr	
3	Repair and Reinstall the damaged pole	16.0	20.0	\$ 3,800.00
4	Install new Pressure Transducer	4.0	4.0	\$ 840.00
<b>Labor Total</b>				<b>\$ 4,640.00</b>

<b>Total Cost</b>	<b>\$ 27,693.18</b>
-------------------	---------------------

Thank you for your consideration!

**PAYMENT DATE**

11/10/2022

**COLLECTION STATION**

TREASURER

**RECEIVED FROM**TEXAS ASSOCIATION OF  
COUNTIES**HAYS COUNTY TREASURER**  
712 South Stagecoach, Suite 1094  
San Marcos, TX 78666  
(512) 393-2236**BATCH NO.**

2023-00000111

**RECEIPT NO.**

2023-00000986

**CASHIER**

Mary Herrera

**ENTRY DATE**

11/10/2022 02:48:08 PM

**DESCRIPTION**

PMT FOR FITZHUGH MASTER POLE//LOW CROSSING WARNING SYSTEM//CK#61205

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
001656004680	Compensation for Loss 001-656-00.4680 Compensation for Loss \$17,693.18  Total Cash \$0.00 Total Check \$17,693.18 Total Charge \$0.00 Total Wire \$0.00 Total Other \$0.00 Total Remitted \$17,693.18 Change \$0.00 Total Received \$17,693.18	\$17,693.18
Total Amount:		\$17,693.18

Customer Copy



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Mark Jones

**Sponsor:**

Commissioner Jones

---

**Agenda Item:**

Authorize the Commissioner Pct. 2 to utilize community program expense funds for community event stickers valued at \$176.40 for the Constable Precinct 5 Office. **JONES/ELLEN**

**Summary:**

The Commissioner would like to utilize community program funds to reimburse the Constable Pct. 5 for the purchase of badge stickers for community events.

**Fiscal Impact:**

Amount Requested: \$176.40

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**

Constable 5 Sticker Receipt



**From:** [John Ellen](#)  
**To:** [Jennifer Scott](#)  
**Subject:** FW: Order Confirmation #10346603  
**Date:** Tuesday, November 15, 2022 3:02:26 PM

---

J,

Here is the order for the stickers. I had to do it with my credit card so if you can get the reimbursement going I would appreciate it.

Thanks!!

---

**From:** UPrinting <info@uprinting.com>  
**Sent:** Tuesday, November 15, 2022 3:00 PM  
**To:** John Ellen <john.ellen@co.hays.tx.us>  
**Subject:** Order Confirmation #10346603



[MY ACCOUNT](#) | [888-888-4211](#)



## Your Order #10346603 Has Been Received

Hi John,

Thank you for trusting us with your project.

Our print specialists will run your artwork file through a series of human and computer inspections. This 33-Point Print Check ensures that your file meets standard print requirements. If we find any issues with your artwork, we will notify you through email or phone.

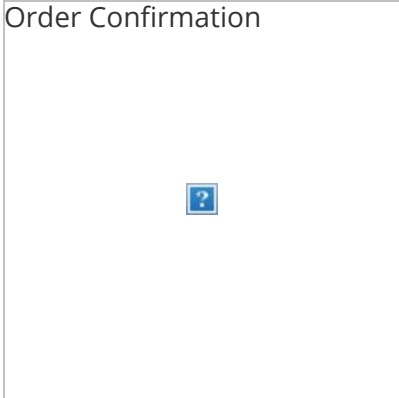
[Check Order Status](#)

<a href="#">Product Details</a>	<a href="#">Shipping Details</a>	<a href="#">Price</a>
---------------------------------	----------------------------------	-----------------------

**Stickers**

Item #16168928

Order Confirmation



Reorder: From Job 4739444 /

Item 7166374

Shape: Circle

Size: 2" x 2"

Material: 70 lb. Label Gloss

Printed Side: Front Only

Quantity: 4,000

Bundling: None

Printing Time: 3 Business Days

Proofing: Proof Waived

**1 Day Transit**

John Ellen

Attn: Hays County

Constables Office, Pct

1645 Main

BUDA, TX 78610

(512) 295-3030

**\$176.40**

Sub Printing Cost: \$176.40

Total: \$176.40

Tax: \$0.00

Shipping &amp; Handling: \$19.77

**Total: \$196.17**[Custom Boxes](#)[Custom Pouches](#)[Stickers](#)



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

Requested By:

T.CRUMLEY

Sponsor:

Judge Becerra

---

**Agenda Item:**

Authorize the submission of a grant application to the Federal Emergency Management Agency (FEMA) Building Infrastructure and Communities (BRIC) program in the amount of \$20,000 for Arc GIS Safety Indoor Mapping. **BECERRA/MIKE JONES/T.CRUMLEY**

**Summary:**

The Hays County Office of Emergency Services GIS Coordinator plans to implement public safety measures using Arc GIS Indoors. By giving first responders an indoor map that is dynamic and tailored to the situation law enforcement will be able to better respond to critical incidents and threats.

**Fiscal Impact:**

Amount Requested: \$5,000 matching funds

Line Item Number: TBD

**Budget Office:**

Source of Funds: Grant Funds (75%)

Budget Amendment Required Y/N?: No

Comments: If awarded, grant funds will be budgeted and the 25% required match will need to be identified and budgeted.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: TBD if awarded

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

New Revenue Y/N?: TBD if awarded

Comments:

---

**Attachments**

Funds letter

Arc GIS application

Hays County Letter Head or Seal

**November 22, 2022**

Texas Department of Emergency Management  
1033 La Posada Dr.  
Suite 300  
Austin, Texas 78752-3824

To Whom it May Concern,

Hays County is seeking funding through the Building Resistant Infrastructure and Communities (BRIC) Program to implement public safety measures in the county by using Arc GIS Safety Indoor Mapping. It is recognized that this program involved both federal and local funding with a 75% federal share and a required local match of 25%.

The Hays County Commissioners' Court is committing \$5,000.00 towards the protection of the flood warning system in Hays County. These funds will be used as the required 25% match for the project. The Hays County Commissioners Court fully supports this project.

Thank you for your attention to this matter.

Sincerely,

---

Ruben Becerra  
County Judge

# ArcGIS Safety Indoor Mapping

## Subapplicant information

Name of federal agency  
FEMA

Type of submission

Application

▼

## TEXAS DIVISION OF EMERGENCY MANAGEMENT

1033 LA POSADA STE 370  
AUSTIN, TX 78752 United States

State	UEI-EFT	DUNS #	EIN #
TX	SZEWBKUMKPL4	117134974	841876045

Subapplicant type

Local Government

▼

Is the subapplicant subject to review by Executive Order 12372 Process?

- ☐ Yes - This Pre-application/application was made available to the Executive Order 12372 Process for review on:
- ☐ No, Program is not covered by E.O. 12372.
- ☐ No, Program has not been selected by state for review.

Is the subapplicant delinquent on any federal debt?

- ☐ Yes
- ☐ No

Continue



# ArcGIS Safety Indoor Mapping

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)

ArcGIS Safety Indoor Mapping

## Activities

Primary activity type

Other

If Other please specify

Public Safety and Mapping

Secondary activity type (Optional)

Select

Geographic areas description

This project will take place across Hays County. According to the U.S. Census Bureau, the county has a total area of 680 sq mi, of which 678 square miles are land and 1.9 sq mi are covered by water. The county is predominantly in the Edwards Plateau, with the southeast portion in the Texas Blackland Prairies. Multiple rivers run through Hays County including the Blanco and the San Marcos River. Portions of western Hays County are also part of the Texas Hill Country.

## Community lifelines

Primary community lifeline

Safety and security

▼

Primary sub-community lifeline

Law enforcement/security

▼

Secondary community lifeline (Optional)

Communications

▼

Secondary sub-community lifeline

911 and dispatch

▼

Tertiary community lifeline (Optional)

Select

▼

Hazard sources

Primary hazard source

Hostile action

▼

Secondary hazard source (optional)

Select

▼

Is this a phased project?

- ☐ Yes
- ☐ No

Are you doing construction in this project??

- ☐ Yes
- ☐ No

Percentage of population impacted



100 %

**Provide detailed description of population impacted**

ISD/School Staff, Law Enforcement, Fire/EMS Response, Students, Facilities Management.

**Provide a clear and detailed description of your proposed activity**

The Hays County Office of Emergency Services GIS coordinator plans to implement public safety measures using Arc GIS Indoors. Using this software to put a map of a building in the hands of a first responder on their mobile device, and routinely update the map with information before an incident with pre-plans and drills will assist law enforcement during a critical incident by incorporating live reporting and tracking of individuals for enhanced situational awareness.

**How will the mitigation activity be implemented?**

Hays County will adopt and develop the proposed software for use in the county. The GIS coordinator will identify stakeholders and their needs and tailor the maps and apps to meet those needs. The county will also need to digitize and capture the facilities we plan to have maps for. There is already built-in integrations with importing CAD and digital architectural data. Software will be used on mobile devices for field use.

**Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr flood protection with freeboard, 100-yr wind design, etc.):**

By giving first responders an indoor map that is dynamic and tailored to the situation law enforcement will be able to better respond to critical incidents and threats. This software is currently used by other counties and law enforcement agencies.

**Who will manage and complete the mitigation activity?**

Hays County

**Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?**

Yes, this proposed project will address safety concerns for critical incidents in public buildings, specifically school buildings. Although this will not eliminate threat, it will allow a threat to be stopped in more efficient and timely manner, therefore lessening the potential for loss of life.

**Does the mitigation activity incorporate nature-based solutions?**

- ☐ Yes
- ☐ No

**When will the mitigation activity take place?**

Software will be purchased in 2023

**Explain why this project is the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?**

This project is the best alternative because for ISD Staff, Law enforcement, EMS all having access to this GIS software this will provide a much faster, efficient, & safer protocol when responding to a life threatened incident. The users of the software will have the ability to report incidents to let EMS and Law Enforcement know exactly where to enter and begin the search or evacuation in a critical incident.


At this time there were no other alternatives that were considered.

**Please identify the entity that will perform any long-term maintenance and provide a maintenance, schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed?**

Hays County will maintain the project and will receive technical support from the vendor.

**Additional comments (optional)**

Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action

Continue

# ArcGIS Safety Indoor Mapping



OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Schedule

Specify the work schedule for the mitigation activities.

### Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

<b>Task Name</b> Acquisition of software	<b>Start Month</b> 1	<b>Task Duration (in Months)</b> 6 months	 <a href="#">Edit</a>  <a href="#">Delete</a>
	<b>Task Description</b> Hays County will need to purchase the specified software.		

+ Add a task

Estimate the total duration of your proposed activities (in months).

6

Proposed project start and end dates

Start Date (MM/DD/YYYY)

08/01/2023

End Date (MM/DD/YYYY)

01/31/2024

**Continue**


## Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?

☐ Yes


Please provide plan detail

<b>Plan name</b> Hays County Hazard Mitigation Plan Update	<b>Plan type</b> Local Multi-Hazard Mitigation Plan	<b>Plan approval date</b> 02/01/2018	 <a href="#">Edit</a>
<b>Proposed activity description</b>			

☐ No

Please provide any additional comments below (optional).

## Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action

Continue

# ArcGIS Safety Indoor Mapping

## Introduction

### Project location

Provide a detailed description of the proposed project's location.

Hays County


Latitude ⓘ

30.053761

Longitude ⓘ

-098.002889

### Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
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### Project benefiting area

Provide a detailed description of the proposed project's benefiting area.



Hays County Office of Emergency Services GIS Coordinator plans to provide benefit to the public by offering protection from life threatening events. Even outside of a Critical Incident Response (active shooter/lockdown) the apps and functionality would give location directions to specific rooms or zones based on the reporting information from dispatch. Mapped fire alarm zones would allow quick checking on alarms going off and allow firefighters to quickly get to a fire alarm control panel or riser room to check or reset the systems. The maps could be integrated with Pre-plans and show the critical infrastructure points like numbered doors, Knox-box locations, alarm panels, chemical storage, and utility shutoffs. A common operating map shared by multiple agencies would streamline communication of locations as well.

Attachments



Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
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Project impact area

Provide a detailed description of the proposed project’s impact area.

The Project impact is the entire Hays County. The buildings that will benefit are open to the public. Having this software will impact the public because the access to this software will enable safety measures that are capable of avoiding the loss of life.

Attachments



Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action

Project site inventory

Does this project subapplication propose to mitigate a property/structure(s)? ( Examples: residential home, commercial building, bridge, fire station, levee, pumping station, wastewater treatment plant, telephone pole, electric line, etc.)

- ☐ Yes
- ☐ No

Continue

# ArcGIS Safety Indoor Mapping


OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Evaluation

Is the applicant participating in the [Community Rating System \(CRS\)](#)?

- ☐ Yes
- ☐ No

Select rating.

Is the applicant a [Cooperating Technical Partner \(CTP\)](#)?

- ☐ Yes
- ☐ No

Was this application generated from a previous FEMA HMA Advance Assistance or Project Scoping award or any other federal grant award, or the subapplicant is a past recipient of Building Resilient Infrastructure and Communities (BRIC) non-financial Direct Technical Assistance?

- ☐ Yes
- ☐ No

Has the applicant adopted building codes consistent with the [international codes](#)?

- ☐ Yes
- ☐ No

Have the applicant's building codes been assessed on the [Building Code Effectiveness Grading Schedule \(BCEGS\)](#)?

- ☐ Yes
- ☐ No

Describe involvement of partners to enhance the mitigation activity outcome.


Partners involved will be Arc GIS coordinator, local law enforcement, EMS, School Staff. All involved participants plan to execute a safer and more efficient way to protect and serve the community by utilizing this software that will notify the user of any fire hazards, water leaks, unauthorized school safety threats.

Discuss how anticipated future conditions are addressed by this project.

Future conditions for Hays County involve faster response times, better safety for the staff involved, more detailed descriptions by viewing the software that will be used by the officers, EMS, authorized users.

Additional comments (optional)

Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action

Continue

# ArcGIS Safety Indoor Mapping

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Environmental/Historic Preservation (EHP) Review Information

### Introduction

An environmental/historic preservation review is required for all activities for which FEMA funds are being requested. FEMA will complete this review with the assistance of both the state or tribal government and the local applicant. It is important that you provide accurate information. If you are having problems completing this section, please contact your application point of contact.

### A. National Historic Preservation Act - Historic Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age?

- ☐ Yes
- ☐ No
- ☐ Not known

### B. National Historic Preservation Act - Archeological Resources

Does your project involve disturbance of ground?

- ☐ Yes
- ☐ No
- ☐ Not known

### C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project?

- ☐ Yes
- ☐ No
- ☐ Not known

**2. Does your project remove or affect vegetation?**

- ☐ Yes
- ☐ No
- ☐ Not known

**3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water?**

- ☐ Yes
- ☐ No
- ☐ Not known

**D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)**

**1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as 'waters of the U.S' as identified by the US Army Corps of Engineers or on the National Wetland Inventory?**

- ☐ Yes
- ☐ No
- ☐ Not known

**E. Executive Order 11988 (Floodplain Management)**

**1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 1% annual chance floodplain, a 0.2% annual chance floodplain, a regulatory floodway, or an area prone to flooding?**

- ☐ Yes

- ☐ No
- ☐ Not known

**2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?**

- ☐ Yes
- ☐ No
- ☐ Not known

## **F. Coastal Zone Management Act**

**1. Is the project located in the state's designated coastal zone?**

- ☐ Yes
- ☐ No
- ☐ Not known

## **G. Farmland Protection Policy Act**

**1. Will the project convert more than 5 acres of prime or unique farmland outside city limits to a non-agricultural use?**

- ☐ Yes
- ☐ No
- ☐ Not known

## **H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)**

**1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?**

- ☐ Yes
- ☐ No
- ☐ Not known

**2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?**

- ☐ Yes
- ☐ No
- ☐ Not known

**3. Does any project construction or operation activities involve the use of hazardous or toxic materials?**

- ☐ Yes
- ☐ No
- ☐ Not known

**4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials?**

- ☐ Yes
- ☐ No
- ☐ Not known

## **I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations**

**1. Are there low income or minority populations in the project's area of effect or adjacent to the project area?**

- ☐ Yes
- ☐ No
- ☐ Not known



## J. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of?

☐ Yes

☐ No

2. Are there controversial issues associated with this project?

☐ Yes

☐ No

☐ Not known

3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project?

☐ Yes

☐ No

## K. Summary and Cost of Potential Impacts

Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties?

☐ Yes

☐ No

[Continue](#)

# ArcGIS Safety Indoor Mapping

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Cost-effectiveness

How was cost-effectiveness determined for this project?

- ☐ BCA completed in FEMA's BCA toolkit
- ☐ Pre-calculated benefits
- ☐ Substantial Damage in Special Flood Hazard Area
- ☐ Other BCA methodology approved by FEMA in writing
- ☐ Not applicable

What are the total project benefits? (\$)

\$

What is the total project cost? (\$)

\$

What is the benefit-cost ratio (BCR) for the entire project?

Was sea level rise incorporated into the flood elevations in the BCA?

- ☐ Yes
- ☐ No

Were environmental benefits added to the project benefits?


- ☐ Yes
- ☐ No

Were social benefits added to the project benefits?

- ☐ Yes
- ☐ No

Please provide any additional comments below (optional).

Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action


Continue

# ArcGIS Safety Indoor Mapping

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)


## Contact information

### Subrecipient Authorized Representative (SAR)

<b>Ashton Pecina</b>  <a href="mailto:ashton.pecina@co.hays.tx.us">ashton.pecina@co.hays.tx.us</a>	<b>Primary phone</b>  	<b>Mailing address</b>  	 Delete
--	------------------------------	--------------------------------	--

Add a SAR

### Point(s) of contact

<b>MR Ashton Pecina</b> Grant Writer  <a href="mailto:ashton.pecina@co.hays.tx.us">ashton.pecina@co.hays.tx.us</a>	<b>Primary phone</b> 5123932209 Work  <b>Fax</b>  	<b>Additional phones</b> 5123932209 Work	<b>Mailing address</b> 712 S. stagecoach trail Ste. 1045 San Marcos TX 78666	 Edit
---	--	--	---	--

Add a point of contact

Continue


# Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

## Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

 Find communities

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District	
SAN MARCOS, CITY OF	055,187,209	485505	Y	7	<div>2,10</div>	<div> <a href="#">Delete</a></div>

Please provide any additional comments below (optional).

## Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action

Continue

## Budget

Budget cost estimate and management cost (optional) should directly link to your scope of work and work schedule. You must add at least one item(s) greater than \$0 for your cost estimate. Once you have added item(s) for your cost estimate, you may then add the item(s) for management cost (optional). As necessary, please adjust your federal/non-federal cost shares and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

### Add budget cost types and item(s)

Click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate. After adding items to your cost estimate, you may then select Add cost type button again to add management costs (optional) and applicable items.

+ Add cost type

Grand total: \$20,000.00

### Budget type: Non construction



 Cost type: Cost estimate

\$20,000.00

 [Delete this cost type](#)

Cost estimate is the line item(s) budget to support the scope of work for the execution and completion of the project. Be sure to include the cost associated with revisions/formal adoption. To add a line item, please click on the Add an item button. Click anywhere within each row or the arrow to edit or delete the line item(s).



[+ Add an item](#)

Cost Items



 **Item: ArcGIS Indoors Map** **\$20,000.00**

 [Delete this item](#)

Name of cost item

ArcGIS Indoors Map

Quantity	Unit of measure	Unit price	Unit total
1	Select 	\$20,000.00	\$20,000.00

Budget class

Other 

Pre-award

☐

Program income (optional)

\$

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

**Proposed federal vs. non-federal funding shares**

Hazard mitigation assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. Building Resilient Infrastructure and Communities (BRIC) and small impoverished communities may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

<p><a href="#">Is this an Economically Disadvantaged Rural Community?</a> ⓘ</p> <p>This determines your federal/non-federal share ratio.</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<table><tr><td></td><td>% Percentage</td><td>\$ Dollar amount</td></tr><tr><td>Proposed federal share</td><td>75.00</td><td>\$15,000.00</td></tr><tr><td>Proposed non-federal share</td><td>25.00</td><td>\$5,000.00</td></tr><tr><td colspan="3">Based on total budget cost: \$20,000.00</td></tr></table>		% Percentage	\$ Dollar amount	Proposed federal share	75.00	\$15,000.00	Proposed non-federal share	25.00	\$5,000.00	Based on total budget cost: \$20,000.00		
	% Percentage	\$ Dollar amount											
Proposed federal share	75.00	\$15,000.00											
Proposed non-federal share	25.00	\$5,000.00											
Based on total budget cost: \$20,000.00													

**Non-federal funding sources here**

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

[+ Add funding source](#)

Funding source	Funding amount	% Non-federal share by source
<div>▼</div> <div>Funding source: Hays County</div> <div>✕ <a href="#">Delete this funding source</a></div>	\$5,000.00	100.00%

Funding source

Hays County

Name of source agency

Hays County

Funding amount

\$5,000.00

% Non-federal share by source

100.00%

Funding type

Cash

Date of availability  
(MM/DD/YYYY)

01/31/2023

Fund commitment letter date  
(MM/DD/YYYY)

11/22/2022

Please provide any additional comments below (optional).

Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
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Continue

# ArcGIS Safety Indoor Mapping

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Assurances and certifications

### SF-LLL: Disclosure of Lobbying Activities

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. Â§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

☒ The applicant is not currently required to submit the SF-LLL

[Continue](#)



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Commissioner Smith

---

**Agenda Item**

Approve the reappointment of Susan Kimball and Walt Smith to the board of directors for the Dripping Springs Tax Incremental Reinvestment Zones No. 1 and No. 2, two year term ending December 31, 2024. **SMITH**

**Summary**

Hays County entered into an Interlocal Agreement with the City of Dripping Springs on March 21, 2017 related to Dripping Springs Tax Increment Reinvestment Zone (TIRZ) No. 1 and TIRZ No. 2. Per the creating documents for both reinvestment zones, Hays County is provided with two appointments to each TIRZ Board.

---



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

T.CRUMLEY

**Sponsor:**

Judge Becerra

---

**Agenda Item:**

Authorize the submission of a grant application to the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program in the amount of \$68,748.00 for low water crossing barriers. **BECERRA/MIKE JONES/T.CRUMLEY**

**Summary:**

This grant will provide funding for low water crossing guardrail barriers at various locations throughout Hays County identified by the Office of Emergency Services. These barriers will provide additional safety protection for these low water crossings.

**Fiscal Impact:**

Amount Requested: \$17,187 matching funds

Line Item Number: TBD

**Budget Office:**

Source of Funds: Grant Funds (75%)

Budget Amendment Required Y/N?: No

Comments: If awarded, grant funds will be budgeted and the 25% required match will need to be identified and budgeted.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: TBD if awarded

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

New Revenue Y/N?: TBD if awarded

Comments:

---

**Attachments**

Low Water Crossing barrier application

Funds letter

# Low water crossing barriers

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Subapplicant information

Name of federal agency  
FEMA

Type of submission

Application

## TEXAS DIVISION OF EMERGENCY MANAGEMENT

1033 LA POSADA STE 370  
AUSTIN, TX 78752 United States

State	UEI-EFT	DUNS #	EIN #
TX	SZEWBKUMKPL4	117134974	841876045

Subapplicant type

Local Government

Is the subapplicant subject to review by Executive Order 12372 Process?

- ☐ Yes - This Pre-application/application was made available to the Executive Order 12372 Process for review on:
- ☐ No, Program is not covered by E.O. 12372.
- ☐ No, Program has not been selected by state for review.

Is the subapplicant delinquent on any federal debt?

- ☐ Yes
- ☐ No

Continue



# Low water crossing barriers

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

### Subapplication title (include type of activity and location)

## Activities

### Primary activity type

### Primary sub-activity type

### Secondary activity type (Optional)

### Geographic areas description

This project will take place in multiple locations across Hays County. According to the U.S. Census Bureau, the county has a total area of 680 sq mi, of which 678 square miles are land and 1.9 sq mi are covered by water. The county is predominantly in the Edwards Plateau, with the southeast portion in the Texas Blackland Prairies. Multiple rivers run through Hays County including the Blanco and the San

## Community lifelines

### Primary community lifeline

### Primary sub-community lifeline

### Secondary community lifeline (Optional)

## Hazard sources

### Primary hazard source

**Secondary hazard source (optional)**

Select

**Is this a phased project?**☐ Yes☐ No

Are you doing construction in this project?

☐ Yes☐ No**Percentage of population impacted**

100 %

**Provide detailed description of population impacted**

Hays County is the population that is being impact is the more urban areas. These areas that have the low water crossing signs have plenty of civilians that are in danger of flooding due to the heavy rain that comes every year around this time of year. Flooding impacts the school traffic and the publics safety.

**Provide a clear and detailed description of your proposed activity**

Hays County Office of Emergency Services plans to propose activity is to endure the safety of the locals and visitors of the City. . These barriers that will go around the low water crossing signs will be protected by the barriers. Every time a distracted driver hits these low water crossing signs the sign suffers damage to their reputation. Having the barriers will have a softer impact for the drivers vehicle rather the persons

**How will the mitigation activity be implemented?**

Hays County will purchase the materials and install the barriers around low water crossings in house.

**Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr flood protection with freeboard, 100-yr wind design, etc.):**

Every year drivers damage the low water crossing signs that contain flashing lights and electrical wiring. Hays County proposes to install guardrail barriers around twelve low water crossings flood warning systems around the county. Drivers on wet roads often do not slow down in time and slide off the road, hitting the poles of the warning svstems. This causes maior damage to the svstems and will often cause

**Who will manage and complete the mitigation activity?**

Hays County Office of Emergency Services.

**Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?**

Yes the project will address the hazards identified by keeping the flood warning systems functioning, thereby keeping drivers on the roads safe. All of the chosen low water crossings are high risk for flooding and can render roads impassable and dangerous.

**Does the mitigation activity incorporate nature-based solutions?**

- ☐ Yes
- ☐ No

**When will the mitigation activity take place?**

The installation of the barriers will take place beginning April to June of 2023.

**Explain why this project is the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?**

This project is the best alternative because the signs cannot be removed at these location due to the fact these are the most flooded areas of the county. Having the barriers to protect the signs will prevent further damage from impaired/distracted drivers. These barriers will offer a cushion for a softer impact versus the vehicle hitting the sign head on. Guardrails were chosen because this was the safest alternative for

**Please identify the entity that will perform any long-term maintenance and provide a maintenance, schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed?**

Long term maintenance will be handled by Hays County

**Additional comments (optional)**

**Attachments**



**Maximum file size: 1 GB**

Filename	Date uploaded	Uploaded by	File size	Description	Action





Continue

## Schedule

Specify the work schedule for the mitigation activities.

### Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

<b>Task Name</b> Acquisition of Materials	<b>Start Month</b> 1	<b>Task Duration (in Months)</b> 6 months	 <a href="#">Edit</a>  <a href="#">Delete</a>
<b>Task Name</b> Installation of barriers	<b>Start Month</b> 7	<b>Task Duration (in Months)</b> 13 months	 <a href="#">Edit</a>  <a href="#">Delete</a>

+ Add a task

Estimate the total duration of your proposed activities (in months).

13

### Proposed project start and end dates

Start Date (MM/DD/YYYY)

08/01/2023

End Date (MM/DD/YYYY)

08/31/2024

**Continue**

# Low water crossing barriers

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)


## Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?

☐ Yes


Please provide plan detail

<b>Plan name</b> Hays County Mitigation Plan Update	<b>Plan type</b> Local Multi-Hazard Mitigation Plan	<b>Plan approval date</b> 02/01/2018	 <a href="#">Edit</a>
<b>Proposed activity description</b>			

☐ No

Please provide any additional comments below (optional).

## Attachments

 **Attach a document**

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action

Continue

# Low water crossing barriers

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Introduction

### Project location

Provide a detailed description of the proposed project's location.

The Hays County Office of Emergency Services plans to place guardrail barriers throughout the county located at multiple locations.


Latitude ⓘ

30.053761

Longitude ⓘ

-098.002889

### Attachments

 Attach a document

Maximum file size: 1 GB


Filename	Date uploaded	Uploaded by	File size	Description	Action
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### Project benefiting area

Provide a detailed description of the proposed project's benefiting area.

The projects proposed benefiting area will be all 12 locations that contain low water crossing signs. Every year these are the most areas that flood due to the bodies of water surrounding these roadways. This area will benefit to getting barriers to protect the signs from getting damaged. Having more protection for the signs will benefit the county in the long run financially.

### Attachments

 Attach a document

Maximum file size: 1 GB




Filename	Date uploaded	Uploaded by	File size	Description	Action

Project impact area

Provide a detailed description of the proposed project's impact area.

Impact area consist of areas that get heavily flooded every year. Drivers hit these signs every year due to the slippery roads damage the electrical signs that cost the county thousands of dollars every year. Gaining the guardrail barriers will impact the county in the long run with budgeting and safety concerns.

Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action

Project site inventory

Does this project subapplication propose to mitigate a property/structure(s)? ( Examples: residential home, commercial building, bridge, fire station, levee, pumping station, wastewater treatment plant, telephone pole, electric line, etc.)

- ☐ Yes
- ☐ No

Continue

# Low water crossing barriers


OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Evaluation

Is the applicant participating in the [Community Rating System \(CRS\)](#)?

- ☐ Yes
- ☐ No

Select rating.

Is the applicant a [Cooperating Technical Partner \(CTP\)](#)?

- ☐ Yes
- ☐ No

Was this application generated from a previous FEMA HMA Advance Assistance or Project Scoping award or any other federal grant award, or the subapplicant is a past recipient of Building Resilient Infrastructure and Communities (BRIC) non-financial Direct Technical Assistance?

- ☐ Yes
- ☐ No

Has the applicant adopted building codes consistent with the [international codes](#)?

- ☐ Yes
- ☐ No

Have the applicant's building codes been assessed on the [Building Code Effectiveness Grading Schedule \(BCEGS\)](#)?

- ☐ Yes
- ☐ No

Describe involvement of partners to enhance the mitigation activity outcome.


Hays County Office of Emergency Services (OES) plans to execute this proposed project to provide more safety to the public. OES wants to provide a more safer impact for the drivers on the road. Hoping to save the county money in the long run from replacing electrical low water crossing signs.

**Discuss how anticipated future conditions are addressed by this project.**

Hays County Office of Emergency plans to provide the county with safer impacts for drivers on the roads. Many drivers lose control of their vehicles in the past and have hit these low water crossing signs causing the county to spend thousands of dollars to fix the signs. For the future the county plans to save money with these aluminum barriers.

**Additional comments (optional)**

**Attachments**

 **Attach a document**

**Maximum file size: 1 GB**

Filename	Date uploaded	Uploaded by	File size	Description	Action
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Continue

# Low water crossing barriers

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Environmental/Historic Preservation (EHP) Review Information

### Introduction

An environmental/historic preservation review is required for all activities for which FEMA funds are being requested. FEMA will complete this review with the assistance of both the state or tribal government and the local applicant. It is important that you provide accurate information. If you are having problems completing this section, please contact your application point of contact.

### A. National Historic Preservation Act - Historic Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age?

- ☐ Yes
- ☐ No
- ☐ Not known

### B. National Historic Preservation Act - Archeological Resources

Does your project involve disturbance of ground?

- ☐ Yes
- ☐ No
- ☐ Not known

### C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project?

- ☐ Yes
- ☐ No
- ☐ Not known

**2. Does your project remove or affect vegetation?**

- ☐ Yes
- ☐ No
- ☐ Not known

**3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water?**

- ☐ Yes
- ☐ No
- ☐ Not known

**D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)**

**1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as 'waters of the U.S' as identified by the US Army Corps of Engineers or on the National Wetland Inventory?**

- ☐ Yes
- ☐ No
- ☐ Not known

**E. Executive Order 11988 (Floodplain Management)**

**1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 1% annual chance floodplain, a 0.2% annual chance floodplain, a regulatory floodway, or an area prone to flooding?**

- ☐ Yes

- ☐ No
- ☐ Not known

**2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?**

- ☐ Yes
- ☐ No
- ☐ Not known

## **F. Coastal Zone Management Act**

**1. Is the project located in the state's designated coastal zone?**

- ☐ Yes
- ☐ No
- ☐ Not known

## **G. Farmland Protection Policy Act**

**1. Will the project convert more than 5 acres of prime or unique farmland outside city limits to a non-agricultural use?**

- ☐ Yes
- ☐ No
- ☐ Not known

## **H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)**

**1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?**

- ☐ Yes
- ☐ No
- ☐ Not known

**2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?**

- ☐ Yes
- ☐ No
- ☐ Not known

**3. Does any project construction or operation activities involve the use of hazardous or toxic materials?**

- ☐ Yes
- ☐ No
- ☐ Not known

**4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials?**

- ☐ Yes
- ☐ No
- ☐ Not known

## **I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations**

**1. Are there low income or minority populations in the project's area of effect or adjacent to the project area?**

- ☐ Yes
- ☐ No
- ☐ Not known

**Please provide an explanation and any information about this project that could assist FEMA in its review.**

This area has mixed population. Low income and high income population.

Attachments



Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
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J. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of?

- ☐ Yes
- ☐ No

2. Are there controversial issues associated with this project?

- ☐ Yes
- ☐ No
- ☐ Not known

3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project?

- ☐ Yes
- ☐ No



## K. Summary and Cost of Potential Impacts


Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties?

- ☐ Yes
- ☐ No

**Continue**

# Contact information

## Subrecipient Authorized Representative (SAR)

Ashton Pecina	Primary phone	Mailing address	
<a href="mailto:ashton.pecina@co.hays.tx.us">ashton.pecina@co.hays.t</a>			 Delete

Add a SAR

## Point(s) of contact

Ashton Pecina Grant Writer	Primary phone 5123932209 Work	Additional phones 5127491161 Work	Mailing address 712 S. stagecoach trail Ste. 1045 San Marcos TX 78666	 Edit
<a href="mailto:ashton.pecina@co.hays.tx.us">ashton.pecina@co.hays.t</a>	Fax			

Add a point of contact

Continue

# Low water crossing barriers

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)


## Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

### Add Communities


Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

 Find communities

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District	
SAN MARCOS, CITY OF	055,187,209	485505	Y	7	<div>2,10</div>	<div> <a href="#">Delete</a></div>

Please provide any additional comments below (optional).

## Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action

Continue

# Low water crossing barriers

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Budget

Budget cost estimate and management cost (optional) should directly link to your scope of work and work schedule. You must add at least one item(s) greater than \$0 for your cost estimate. Once you have added item(s) for your cost estimate, you may then add the item(s) for management cost (optional). As necessary, please adjust your federal/non-federal cost shares and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

### Add budget cost types and item(s)

Click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate. After adding items to your cost estimate, you may then select Add cost type button again to add management costs (optional) and applicable items.

+ Add cost type

Grand total: \$68,748.00

### Budget type: Non construction

▸	Cost type: Cost estimate	\$68,748.00
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#### Program income (optional)

\$

### Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

#### Proposed federal vs. non-federal funding shares

Hazard mitigation assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. Building Resilient Infrastructure and Communities (BRIC) and small impoverished communities may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

<p><a href="#">Is this an Economically Disadvantaged Rural Community?</a> ⓘ</p> <p>This determines your federal/non-federal share ratio.</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p>		<b>% Percentage</b>	<b>\$ Dollar amount</b>
	<b>Proposed federal share</b>	<b>75.00</b>	<div>\$51,561.00</div>
	<b>Proposed non-federal share</b>	<b>25.00</b>	<div>\$17,187.00</div>
			Based on total budget cost: \$68,748.00

Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

+ Add funding source

Funding source	Funding amount	% Non-federal share by source
▶ ⓘ Funding source:	\$	%
▼		
Funding source: Hay County	\$17,187.00	100.00%
✕ <a href="#">Delete this funding source</a>		

Funding source

Hay County

Name of source agency

Hays County

Funding amount

\$17,187.00

% Non-federal share by source

100.00%

Funding type

Cash

Date of availability  
(MM/DD/YYYY)

01/01/2023

Fund commitment letter date  
(MM/DD/YYYY)

11/22/2022

Please provide any additional comments below (optional).

Attachments

 Attach a document

Maximum file size: 1 GB

Filename	Date uploaded	Uploaded by	File size	Description	Action
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Continue

# Low water crossing barriers

OMB number: 1660-0072, Expiration date: 10/31/2021 [View burden statement](#)

## Assurances and certifications

### SF-LLL: Disclosure of Lobbying Activities

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. Â§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

☒ The applicant is not currently required to submit the SF-LLL

[Continue](#)



Hays County Letter Head or Seal

**November 22, 2022**

Texas Department of Emergency Management  
1033 La Posada Dr.  
Suite 300  
Austin, Texas 78752-3824

To Whom it May Concern,

Hays County is seeking funding through the Building Resistant Infrastructure and Communities (BRIC) Program to protect flood warning system in the county. It is recognized that this program involved both federal and local funding with a 75% federal share and a required local match of 25%.

The Hays County Commissioners' Court is committing \$17,187.00 towards the protection of the flood warning system in Hays County. These funds will be used as the required 25% match for the project. The Hays County Commissioners Court fully supports this project.

Thank you for your attention to this matter.

Sincerely,

---

Ruben Becerra  
County Judge



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Ingalsbe

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#### **Agenda Item**

Authorize the submission of a grant application to the Texas Veterans Commission, Veterans County Service Officer program in the amount of \$150,000.00. **INGALSBE/T.CRUMLEY**

#### **Summary**

This is a renewal application for continued funding for the Veterans Service Office. These funds will provide salary for one individual as well as services provided by the Veterans County Service Office. Funding period will begin July 1, 2023 and will run for one year.

Grant Period: 7/1/2023 - 6/30/2024

Amount: \$150,000

No match is required

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#### **Attachments**

Application

Hays County



ID: R-2022-21928  
VCSO: Yes

Start Date: 2023-07-01  
End Date: 2024-06-30

General Assistance Program  
Financial Assistance

Submission Deadline: 2022-12-05

Amount Requested: \$150,000.00

Request Status

- Full Application
- Review
- Negotiation
- Active
- Closed

Status

Full Application

▼ Table of Contents

- Organization Information
- Additional Organization Information
- Full Application
- Summary of Services
- Marketing and Outreach
- Financial Information
- Budget Tables
- Documents

▼ Organization Information

Organization:

Hays County

Organization Status:

Validated

Primary Contact:

Simone Corprew

Primary Signatory:

Ruben Becerra

Organization Summary

Organization Name	Hays County
EIN	74-6002241
UEI	RH4DFY1GC2R3
Headquarters Address	712 S Stagecoach Trail San Marcos, Texas United States
Applicant Type	Unit of Local Government
Governing Body	County Commissioners Court/County Judge

**Email:** grants@co.hays.tx.us  
**Website:** hayscountytexas.com  
**Serving Veterans since:** 2016-07-01

#### ▼ Organization Addresses

##### Headquarters Address

712 S Stagecoach Trail  
San Marcos, Texas 78666  
United States

##### Additional Addresses

#### Additional Organization Information

**How many organizational employees working on the grant funded project are veterans? \*** 4  
**On average, how many veterans does the organization serve annually? \*** 48  
**On average, how many clients does the organization serve annually? \*** 71  
**Percentage of clients served by the organization who are veterans:** 68%

#### Principal Participants

**Executive Director \*** Ruben Becerra  
**Chief Financial Officer \*** Marisol Alonzo  
**Chief Operations Officer:**  
**Project Manager / Coordinator \*** Jude Prather  
**Project Accountant \*** Carmen Glover  
**Media / Communications Coordinator \*** Kim Hilsenbeck

#### Returning Grant

**Does your organization currently have an active FVA Grant? \*** Yes  
**Active Grant ID:** GT-VSO22-004  
**Active Grant Amount:** \$150,000.00  
  
**Does your organization have a second active FVA grant? \*** Yes  
**Second Active Grant ID:** GT-VTC22-013  
**Second Active Grant Amount:** \$300,000.00

#### ▼ Full Application

## ▼ Summary of Services

**Geographic Service Area(s)\***

Hays

**What types of services does the organization currently provide to the community in the proposed service area?\***

Rent, Mortgage, Utilities, Child/Adult Care, Assistive Technology, Restorative Dental, Food and Hygiene Pantry, Transition Assistance, Fuel, Transportation Assistance

**What types of services does the organization currently provide to veterans in the proposed geographic service area?\***

Rent, Mortgage, Utilities, Transportation Rides, Child/Adult Care, Assistive Technology, Restorative Dental, Food and Hygiene Pantry, Fuel, Vehicle Maintenance, Transportation Assistance

**Who will the organization provide direct services to under the proposed project? Check boxes below.\*****Veterans:** Yes**Dependents:** Yes**Surviving Spouses:** Yes**Number of Veterans\*** 48**Number of Dependents\*** 11**Number of Surviving Spouses\*** 12**Total Number of Clients to be Served:** 71**Will your organization ensure that the beneficiaries served, reported monthly to FVA are unduplicated? \*** Yes**Describe how your organization will ensure that beneficiaries reported to FVA are unduplicated. \***

Each case is reviewed by a case manager to determine eligibility. The same case manager is in charge of monthly reports and will ensure that all beneficiaries are unduplicated.

**Will your organization collect and verify authorized beneficiary eligibility documents as prescribed by the RFA?\*** Yes**Describe how the eligibility verification documents are securely maintained (example: in locked filing cabinet or electronically on your organization's server).\***

Eligibility verification physical documents will be stored in locked filing cabinet with electronic records being transferred to county server for storage.

**How long does your agency retain grant documentation?\***

Three years

**Describe the services that your project will provide with this funding, and the specific veteran beneficiaries who will receive the services\***

The Hays County VSO will provide many client services. These include mortgage payments for 10 individuals, rent assistance for 11 individuals, utility payments for 24 individuals, food vouchers for 12 individuals, car loan

payments for 10 individuals, bus pass for 12 individuals, ride share for 8 individuals, fuel for 16 individuals, car repair for 6 individuals, car insurance for 8 individuals, assistive technology for 20 individuals, and restorative dental care for 3 individuals

**What types of eligible beneficiaries from the United States military components will your organization serve with TVC grant funding? (select all that apply)\***

Veteran

**Choose the veteran discharge status(es) (Characterization of Service) that your organization will serve with TVC grant funding? (select all that apply)\***

Honorable, General Under Honorable Conditions, Other Than Honorable Conditions

**Describe any other restrictions on eligibility, if applicable (example: income level, VA disability rating, etc).**

**At what location(s) will beneficiary intake occur?\***

Organization Office, Via Phone

**At what location(s) will beneficiaries receive services?\***

Organization Office

**Can beneficiaries request services over the phone?\***

Yes

**If yes, provide phone number for beneficiaries' to contact for application and/or client intake?\***

512-393-8387

*Must be formatted as XXX-XXX-XXXX*

**Can beneficiaries request services or make an appointment online?\***

Yes

**If beneficiaries can make an appointment online, please provide the application link for beneficiaries' to utilize for application and/ or client intake. If awarded a grant, this contact information will be included in FVA's Grantee Directory. \***

Beneficiaries may email [veteranservices@co.hays.tx.us](mailto:veteranservices@co.hays.tx.us) to request an appointment

**Can beneficiaries apply for services via walk-in? \***

Yes

**Are services provided by appointment only?\***

Yes

**How will beneficiaries be evaluated to determine priority of service?\***

Demonstrated Need

**Once eligibility is determined, how many days will it take for requested services to be provided?\***

18

### ▼ Marketing and Outreach

**Will your organization conduct outreach events/ interactions to promote grant-funded services? \*** Yes

**Describe the organization's outreach plan.\***

A variety of strategies will be used. Contact other veteran orgs such as the VFW etc., to explain the program. Also advertise through the Hays County website, Facebook, and providers of assistance.

**How many hours a week, on average, will you conduct outreach with grant funding?\*** 5

**Will your organization conduct marketing to mass audiences promoting grant-funded services?\*** Yes

**Describe the organization's marketing plan.\***

A variety of strategies will be used. Contact other veteran orgs such as the VFW etc., to explain the program. Also advertise through the Hays County website, Facebook, and providers of assistance.

**What marketing techniques will your organization be using to promote grant funded services ?** Flyers and Brochures, Social Media , Other

**Will beneficiary satisfaction of grant-funded services be measured? \*** Yes

**Will this include a satisfaction survey after all services have been provided? \*** Yes

### ▼ Financial Information

**Does your organization have a maximum allowable amount per client? \*** No

**Does your organization have the ability to sustain this project without FVA funding?\*** No

**Does your organization use software to record accounting transactions and manage financial book keeping?\*** Yes

**What is the name, type, and version of the software?\*** Tyler Technology

*Note: The values entered for Total Assets, Total Liabilities, Net Assets should be based on the attached financial documents.*

**Total Assets\*** \$0.00

**Total Liabilities\*** \$0.00

**Net Assets at the end of the Year\*** \$0.00

### Budget Tables

#### Salary & Fringe Group

Name	Total Grant Funded Salary	Total Grant Funded Fringe	Salary + Fringe	Fringe % of Salary
Amanda Gomes Torres	\$40,000.00	\$20,268.00	\$60,268.00	50.67%
Total			\$60,268.00	

Supplies Group

Category	Unit Cost	Quantity	Amount Requested
Office Supplies	\$150.00	12	\$1,800.00
Total			\$1,800.00

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested
Mortgage	\$2,000.00	10	\$20,000.00
Rent	\$1,800.00	11	\$19,800.00
Utilities	\$168.00	24	\$4,032.00
Food Voucher	\$175.00	12	\$2,100.00
Restorative Dental	\$2,000.00	3	\$6,000.00
Assistive Technologies	\$520.00	20	\$10,400.00
Transportation Beneficiary Vehicle	\$1,200.00	10	\$12,000.00
Transportation Beneficiary Vehicle	\$50.00	16	\$800.00
Transportation Beneficiary Vehicle	\$1,200.00	6	\$7,200.00
Transportation Beneficiary Vehicle	\$400.00	8	\$3,200.00
Transportation Rides	\$120.00	12	\$1,440.00
Transportation Rides	\$120.00	8	\$960.00
Total			\$87,932.00

Total Budget:


\$150,000.00




▼ Documents

Select the financial document that applies to your organization as per the RFA:







ORGANIZATIONAL DOCUMENTS

 Commissioners Court 2022.pdf



**Governing Body Members**  
Added by Simone Corprew at 1:17 PM on November 8, 2022

 2023 Liability Insurance.pdf



**Liability Insurance**  
Added by Simone Corprew at 1:15 PM on November 8, 2022

Resumes

POLICY/PROCEDURE DOCUMENTS

- Capitalization and Equipment
- Cash Management
- Payroll
- Procurement
- Travel
- Vendor Payments



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

Requested By:

Sponsor:

Commissioner Smith

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**Agenda Item:**

Authorize execution of an Amended Interlocal Agreement regarding the Dripping Springs Tax Increment Reinvestment Zone Number One and Tax Increment Reinvestment Zone Number Two. **SMITH**

**Summary:**

Dripping Springs has expanded the territories of the TIRZ zones, which requires amendment of the TIRZ ILAs. One such additional territory is in the unincorporated area of Hays County, since it features an overlay of Municipal Utility Districts. The ILA pledges a reduced 25% of the increment for that territory, since Hays County is the only contributor for that area.

**Fiscal Impact:**

Amount Requested: N/A

Line Item Number: N/A

**Budget Office:**

Budget Amendment Required Y/N?: No

Comments: If approved, 25% value of the additional territory will be disbursed to the TIRZ.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: If approved, 25% value of the additional territory will be disbursed to the TIRZ

New Revenue Y/N?: N.A

Comments:

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**Attachments**

ILA.Amended

Staff Report



**City of Dripping Springs and County of Hays Amended Agreement Regarding  
the Dripping Springs Tax Increment Reinvestment Zone Number One and Tax  
Increment Reinvestment Zone Number Two**

**THIS AMENDED INTERLOCAL AGREEMENT** regarding the Dripping Springs Tax Increment Reinvestment Zone Number One and Tax Increment Reinvestment Zone Number Two (this “Agreement”) is made and entered into by and between the City of Dripping Springs, Texas, a general law municipality (the “City”), and Hays County, Texas (the “County”) under the authority of Texas Government Code Chapter 791 and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **Tax Increment Reinvestment Zone Number One, Town Center TIRZ** and **Tax Increment Reinvestment Zone Number Two, Southwest TIRZ**, City of Dripping Springs, Texas, (“TIRZs”), TIRZs created by the City pursuant to Chapter 311 of the Texas Tax Code.

**RECITALS:**

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the “Act”), the City Council of the City, pursuant to Ordinance No. 2022-39 (the “Zone No. 1 Updated Ordinance”) and Ordinance No. 2022-40 (the “Zone No. 2 Updated Ordinance”) adopted on October 18, 2022, expanded and updated Reinvestment Zone Number One, Town Center TIRZ, and Reinvestment Zone Number Two, Southwest TIRZ, City of Dripping Springs, Texas (the “TIRZs”) under the Act, attached as Exhibit “A”; and

WHEREAS, in the Ordinance, the City found that the expansion of the TIRZs would encourage the development of property in and around the TIRZs; and

WHEREAS, in the Ordinance, the City contributed fifty percent (50%) of its Tax Revenue for each TIRZ; and

WHEREAS, in consideration of the County’s contribution of a fifty percent (50%) portion of its Tax Revenue for the majority of the properties in the TIRZ and twenty-five percent (25%) for the Anarene/Double L properties, the County shall have the authority to appoint two members to the TIRZ boards; and

WHEREAS, the TIRZ project plans include transportation and other projects that benefit the County and its residents; and

WHEREAS, both the City and the County will benefit from the development and improvements paid with the Tax Increment Funds in accordance with the documents creating the TIRZs; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City and the County are entering into this Agreement to set forth the conditions governing the contribution of the Tax Increment by the City and current, annually-appropriated funds by the County to the TIRZs, and the City finds that this Agreement is necessary for the implementation of the Project Plans for the TIRZs.

**NOW THEREFORE**, the City and the County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Parties hereby agree that the recitals set forth above form the basis upon which they have entered into this Agreement.

**Section 2. Definitions.**

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

- A. Act** means the Tax Increment Financing Act, as amended and as codified as Chapter 311 of the Texas Tax Code.
- B. Captured Appraised Value** in a given year means the total appraised value, less any applicable exemptions, of all TIRZ real property taxable by the City or the County for that Tax Year less the Tax Increment Base defined in Section (G) below.
- C. Project Plan** means the updated project plans for the TIRZs attached to this Agreement as Exhibit "B" as adopted by the TIRZ Boards and the City of Dripping Springs, along with amendments to this plan that are adopted by the Board of Directors of TIRZ Number One, Town Center TIRZ, and TIRZ Number Two, Southwest TIRZ, and approved by the City Council of the City of Dripping Springs from time to time. The Updated Project Plans include maps of all property in the TIRZs, including all non-taxable property.
- D. Tax Increment** means the amount of property taxes levied and collected by the City or County for that year on the captured appraised value of real property taxable by the City or County and located in TIRZ Number One, Town Center TIRZ and TIRZ Number Two, Southwest TIRZ.

**E. City Tax Increment** will be that amount paid by the City into the Tax Increment

Funds.

- F. County Payment** will be that amount of current, annually-appropriated funds paid by the County into the Tax Increment Funds.
- G. Tax Increment Base** means the total appraised value as of January 1, 2016, of all real property taxable by the City or the County, as applicable, and located in the TIRZ for the original properties and the total appraised values as of January 1, 2022 of the newly added properties to TIRZ No. 1. The Parties agree that the Tax Increment Base for this Agreement for the City and the County is \$70,382,980- for the TIRZ No. 1 and \$14,625,030- for the TIRZ No. 2.
- H. Tax Increment Fund (TIF)** means that funds created by the City pursuant to Section 311.014 of the Act and the Ordinance, which will be maintained by the City, and into which all revenues of the TIRZs will be deposited, including deposits of Tax Increment by the City and by such other taxing units with jurisdiction over real property in the TIRZs that may enter into agreements for such contributions, including the County's Payment.
- I. TIRZ Boards** mean the governing board of directors of the TIRZs appointed in accordance with Section 311.009 of the Act, the Ordinance, and this Agreement.
- J. TIRZs** means the Tax Increment Reinvestment Zone Number One, Town Center TIRZ, approved by City of Dripping Springs Ordinance No. 1110.15 and Tax Increment Reinvestment Zone Number Two, Southwest TIRZ and updated in Ordinance Nos. 2022-39 and 2022-40.
- K.** Terms other than those defined above shall: (1) have their meanings as given in Chapter 311, Texas Tax Code; or (2) if not so defined, their usual and ordinary meanings.
- L.** References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

### **Section 3. Obligations of the County**

- A. County Payment.** The County agrees to pay current, annually-appropriated funds to the City for deposit into the Tax Increment funds created by the City for TIRZs (the "Tax Increment Funds") fifty percent (50%) of the tax increment attributed to the captured appraised value of the County in the TIRZs, except that the tax increment attributed to the captured appraised value of the County for the Anarene/Double L properties shall be twenty-five percent (25%). The County's obligation to make these payments will accrue only after taxes on the captured appraised value are collected by the County. Payments shall be due on May 1 of each year

during the term of the Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date. The County may offset against future payments to the Tax Increment any portion of payments to the City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provision of the Texas Tax Code.

- B. Limitations on Payments.** The County is not obligated to make payments under this Agreement: (1) unless and until taxes on the captured appraised value are actually collected by the County; or (2) in any amount greater than taxes actually collected on the County's captured appraised value. Likewise, if funds are not appropriated by the Hays County Commissioners Court during any annual budgetary cycle, then the County's obligations to make a County Payment under this Agreement shall be waived for that Fiscal Year. Any funds already contributed to the Tax Increment Funds under this Agreement shall remain available for TIRZ expenditures, subject to the other terms and limitations of this Agreement.
- C. Boundary and Projects.** The boundaries and projects of the TIRZs are and shall be those described in Dripping Springs Ordinances Nos. 2022-39 and 2022-40, as adopted upon recommendation of the Board of Directors of the TIRZs (the "Board") and approved by the City Council of the City and in accordance with the *Tax Increment Reinvestment Zone Number One, Town Center TIRZ, City of Dripping Springs, Texas, Final Project and Financing Plan* and *Tax Increment Reinvestment Zone Number Two, Southwest TIRZ (fka Arrowhead TIRZ), City of Dripping Springs, Texas, Final Project and Financing Plan*, as adopted by both the TIRZ Board and City Council ("Project Plans") and attached as Exhibit "B". The County's obligation to make payments under this Agreement is limited to annual appropriation of funding by the Hays County Commissioners Court and the County's appraised value on property in the TIRZs as described in the Agreement. The County is not obligated to make payments based on the addition of property or projects to the TIRZs. County funds will only be used for those projects adopted by the TIRZ Board and the City Council as attached to this Agreement unless a written amendment changes those projects or boundaries and is approved by both the County and the City. Any member of the Hays County Commissioners Court may review and provide comments to the TIRZ Board or the City Council on any proposed expansion of the TIRZ or amendment to the Project Plan prior to its approval by the City Council. No project expenditures of County monies provided under this Agreement shall be authorized without an affirmative vote of the Board, with the County representatives present for the vote and with the County representatives unanimously agreeing with a proposed expenditure. In the event that the County representatives do not unanimously agree with a proposed expenditure, County monies provided under this Agreement may not be utilized for that expenditure unless and until a subsequent vote of the Hays County Commissioners Court approves of that expenditure.
- D. Development in the Zone.** Property within the boundaries of the TIRZs shall be developed as closely as possible in conformity with the Updated Final Plans. As stated above, County funds will only be used for projects that have been approved by the County members of the

TIRZ Board or by the County Commissioners Court.

- E. County Appointment to the Board of Directors of TIRZ Number One, Town Center TIRZ and TIRZ Number Two, Southwest TIRZ.** The TIRZ Boards consist of seven (7) voting members. The Commissioners Court of the County shall each have the unequivocal right to appoint two (2) qualified voting members during the period that the TIF created under this Agreement contains funds. The City Council shall have the right to appoint five (5) qualified voting members during the length of the TIRZ as established by Ordinance 1110.15 and updated in Ordinance No. 2022-39 and Ordinance 1110.16 and updated in Ordinance No. 2022-40. Members of the TIRZ Boards shall meet the qualifications set forth in Section 311.009 of the Texas Tax Code. Failure of the Commissioners Court to appoint a person to the TIRZ Board shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board of Directors, and to fill vacancies in the positions as needed.
- F. Additional Benefit to County.** Amendments to the Agreement or additional Agreements are anticipated should the County Commissioners Court make specific findings that certain TIRZ projects provide a special benefit to the County that is greater than that provided to the City. These amendments or agreements may either use other funding mechanisms to assist in funding TIRZ projects. Any amendment or agreement shall be in writing and agreed to by the County and the City.

#### **Section 4. Obligations of the City.**

- A. Project Plan.** The Final Project Plan for TIRZ Number One has been adopted by both the City and the TIRZ Board and includes transportation and other projects that will benefit the County and its residents. The use of the County's Payments under this Agreement will fund only a portion of the Project Costs.
- B. Use of County Payments.** The City agrees to use payments made by the County under this Agreement solely to fund Project Costs as defined in Chapter 311 of the Texas Tax Code and as allowed by the Hays County Reinvestment Zone Policy.
- C. Notice to County of Amendments to Project Plan.** The City agrees to provide the County with written notice of any proposed amendments to the Project Plans at least fourteen (14) days prior to their submission to the City Council for approval. The City agrees to work with the TIRZ Board to implement the Project Plans.
- D. Disposition of Tax Increments.** Upon termination of the TIRZs, and after all obligations of the TIRZs have been paid, the City agrees to pay to the County, within sixty (60) days of the termination, all monies remaining in the Tax Increment Funds that represent the County's pro rata amount of participation authorized under this Agreement.

- E. Annual Reports / Right to Audit.** The City agrees to provide to the County an annual report regarding the TIRZs as required under Texas Tax Code Section 311.016. Additionally, the County shall have the right to audit the books and records of the TIRZs upon providing at least 10 days' written notice to the City. Such an audit shall occur between 9 a.m. and 5 p.m. on business days.

### **Section 5. Term and Termination.**

The term of this Agreement, unless extended by mutual agreement of the County and the City, shall commence upon execution by the last party and shall last for: twenty (20) years; or (2) the date all Project Costs have been paid or reimbursed unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, the County's TIRZ Board appointment powers and any refund obligations of the City shall survive the termination.

The City may terminate the TIRZ pursuant to the provisions of Section 311.017 of the Texas Tax Code

### **Section 5. Miscellaneous.**

- A. Administration.** This Agreement and the Tax Increment Funds shall be administered by the City Administrator or their designees or consultants. The City shall maintain a separate account for the Tax Increment Funds at a depository selected by the City, which Tax Increment Fund shall be secured in the manner prescribed by law for funds of Texas cities. The City shall not charge an administration fee for oversight of the Tax Increment Fund. The Tax Increment Fund shall be an account into which the City shall deposit the County Payment, the City Increment (as defined in the TIRZ Ordinance and Project Plan), and all accrued interest earned on the fund. The County shall participate in the oversight of the Tax Increment Fund through its representation on the Board of Directors on which they will appoint two (2) out of seven (7) members. Pursuant to the Hays County Reinvestment Zone Policy adopted on February 7, 2017, no more than ten percent of the County Increment will be used for the payment of administrative, legal, consulting, or other professional expenses, except engineering and architectural fees directly related to the specific projects in which the County will participate.
- B. Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below (or to such other addresses as the parties may request, in writing, from time to time).

**If intended for the City, to:**

\_\_\_\_\_, 2022



Michelle Fischer  
City Administrator  
City of Dripping Springs  
511 Mercer St  
Dripping Springs, TX 75020

**If intended for the County, to:**

Hays County Judge  
Hays County Courthouse  
111 E. San Antonio St., Ste. 300  
San Marcos, Texas 78666

- C. Non-Assignability:** Neither the City, the County, nor the TIRZs shall assign any interest in this Agreement without the prior written consent of the other parties.
- D. Non Discrimination:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any of the operations or funding of the TIRZs on the grounds of race, color, national origin, age, sex, religion, or other protected status.
- E. Binding on the Parties and Non-Waiver:** This Agreement shall not be considered fully executed or binding on the City and/or the County until this Agreement has been approved and accepted by the City Council and the Hays County Commissioner's Court at a properly called and noticed meeting of each respective body. After such approval and acceptance, the City and the County shall deliver to each other a certified copy of a Resolution as evidence of the authority to execute and bind the City and the County to the covenants, terms and provisions of this Agreement. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- F. Third Parties:** The provisions and conditions of this Agreement are solely for the benefit for the City and the County, and are not intended to create any rights, contractual or otherwise, to any other person or entity. The relationship of the City and the County under this Agreement shall not be construed or interpreted to be a joint enterprise or joint venture. The Parties agree that each Party is an independent contractor.
- G. Controlling Law:** Venue and Jurisdiction shall be exclusively in Hays County, Texas and under the laws of the State of Texas.
- H. Entirety of Agreement:** This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the County as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

i. Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by the Parties in accordance with the terms of this Agreement.

ii. Exhibit "A" Ordinance No. 2022-39 and Ordinance No. 2022-40  
Exhibit "B" TIRZ Updated Project and Financing Plans

iii. Amendments. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council and the Commissioners Court in open meetings held in accordance with Chapter 551 of the Texas Government Code.

**EXECUTED** this \_day of\_\_\_\_\_, 2022, by the City signing by and through the Mayor as its duly authorized official; and

**EXECUTED** this \_ day of\_\_\_\_\_, 2022, by the County signing by and through the Hays County Judge as its duly authorized official.

**CITY OF DRIPPINGSPRINGS**

**COUNTY**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

\_\_\_\_\_  
Judge Ruben Becerra, County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_, 2022

EXHIBIT A  
[insert ordinances]

EXHIBIT B  
[insert final updated project plans]



**STAFF REPORT**  
**City of Dripping Springs**  
**PO Box 384**  
**511 Mercer Street**  
**Dripping Springs, TX 78602**

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**Submitted By:** Laura Mueller, City Attorney

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**Council Meeting Date:** October 18, 2022

**Agenda Item Wording:** **Discuss and consider approval of Ordinances Amending the Tax Increment Reinvestment Zones (TIRZ) No. 1 and No. 2 updating the TIRZ Project Plans including additional parcels and additional and modified projects for TIRZ 1: Town Center TIRZ and TIRZ 2: Southwest TIRZ. Sponsor: Mayor Pro Tem Manassian.**

**Agenda Item Requestor:** Laura Mueller, City Attorney

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**Summary/Background:**

The TIRZ Board appointed a subcommittee to review whether to add parcels and projects to the two TIRZs. The subcommittee includes Commissioner Smith and Mayor Pro Tem Manassian. In addition the subcommittee includes: Michelle Fischer, Chad Gilpin, Howard Koontz, Keenan Smith, Aaron Reed, Laura Mueller

**Potential Projects to add:**

Downtown Restrooms—\$300,000 (mens and womens and a family restroom—ours would be less because lower quality similar to Parks bathrooms)  
Stephenson/Academy—\$2.2 million (including parking lot improvements)  
Creek Road--\$10 million Drainage, Traffic Light, Street improvements – Expand TIRZ #2  
Wallace Street: \$2.5 million Drainage Study and Improvements—TIRZ #1 (including parking, sidewalk, pavement improvements)  
Drainage and Road study downtown Dripping Springs: \$300,000

**Potential Areas to Add to TIRZ:**

Village Grove (for Civic Site project and tax base)  
Additional lots in Bunker Ranch (for tax base)  
Creek Road area (for Creek Road project)  
Cannon East (for downtown projects and tax base)—**has petitioned for inclusion**  
PDD 11 (for projects and tax base)

New Growth (for Creek Road project and tax base)—**has petitioned for inclusion**

Anarene (County only) (Transportation projects and tax base)—**The County Representative has stated that due to the large size of Anarene he will recommend a 25% tax increment for the County rather than the 50% that is applied to other properties.**

Village Grove has had its preliminary plat conditionally approved and its parks plan approved by the Parks Commission. They are finalizing their OSSF permit and their TIA.

Next Steps:

- Construction plans
- Final Plats
- Site plans / building permits

PDD 11 has had its preliminary and final plats approved.

Site plan approval pending approval of OSSF plan.

Next Steps:

They can start construction once the OSSF plan is approved.

The updated TIRZ Project Plans are attached and include all potential projects and parcels. We are recommending removal of two projects as no longer practical: Benney Lane Extension and Meadow Oaks/290 intersection.

### **Benefit to the TIRZs**

The TIRZ Subcommittee also reviewed the percentages for the benefit to each TIRZ for each current and new project to determine each TIRZ's proportionate share. Here is what we recommend:

Project	TIRZ #1	TIRZ #2
Town Center	75%	25%
Old Fitzhugh Road	75%	<u>25%</u>
Triangle road and drainage improvements	75%	25%
City Hall Site	75%	25%

<b>Garza Road ROW</b>	100%	0%
<b>Downtown Parking</b>	75%	25%
<b>Ramirez Lane</b>	20%	80%
<b>Creek Road</b>	50%	50%
<b>Wallace Street</b>	75%	25%
<b>Stephenson Building</b>	50%	50%
<b>Downtown Road, Sidewalk &amp; Drainage Plan</b>	50%	50%
<b>Downtown Bathrooms</b>	50%	50%

Items to consider include: ordinances expanding the maps, Updated Project Plans, and an amended interlocal with the County.

### **Economic Feasibility**

The total amount of projects from both TIRZs equals an estimated \$30 million dollars. The City increment from TIRZ Number 1 is estimated to cover the entire amount of its proportionate share of the proposed projects. The City increment from TIRZ Number 2 is estimated to cover the majority of the amount of its proportionate share of the proposed projects. The County increment from both TIRZs covers all of the remaining costs and provides additional funding. County funding is controlled by the Interlocal Agreement which will need to be modified based on these changes if adopted. A comprehensive financial look at both TIRZs is in a separate document and in the updated Project Plans.

**Commission  
Recommendations:**

N/A

**Recommended Council Actions:** Approve Ordinances adopting updated TIRZ # 1 and TIRZ # 2 project plans with new projects and parcels. Postpone action to November 15, 2022.

**Attachments/On File:** Ordinances, Updated Project Plans, Finance information.

**Next Steps/Schedule:** If approved, Hays County Tax Office will be informed. Negotiation of an Interlocal Agreement with Hays County will also be continued and finalized.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Sheriff Gary Cutler

**Sponsor:**

Commissioner Shell

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#### **Agenda Item**

Authorize the Sheriff's Office to procure a credit card in an amount not to exceed \$5,000.00 from the County depository bank. **SHELL/CUTLER**

#### **Summary**

The Sheriff's Office is requesting a Hays County credit card for making department purchases, travel reservations, and other miscellaneous expenses that would normally be charged to other Countywide credit cards, held by the Sheriff's Office. With the S.O.'s growth, more employees attend essential continuing education courses each year. Vendors are reducing their payment methods to credit cards only and require payment to be due before the first day of the training course. By having a credit card for continuing ed purposes, registration fees and travel arrangements can be made more effectively and have the opportunity to meet registration deadlines.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Jones

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**Agenda Item:**

Authorize the purchase of items from BJ's Tees valued at \$1,274.94 for the continuing education safety program for the Transportation Department. **JONES/BORCHERDING**

**Summary:**

The Transportation Department would like to purchase these items as incentives for safety-related awareness practiced throughout the year as a part of the continuing education safety program.

**Fiscal Impact:**

Amount Requested: \$1,274.94

Line Item Number: 020-710-00.5391

**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 purchasing policy waiver from obtaining three quotes.

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

Quote for purchasing items (BJ's Tees)



**BJ's Tees, LLC**  
2206A Old Ranch Rd 12  
San Marcos, TX 78666 US  
bjs.tees.llc@gmail.com  
www.sanmarcostees.com

**ADDRESS**

Hays County Safety Awards  
1307 Uhland Road  
Texas  
San Marcos, TX 78666

**Estimate 2346**

**DATE 11/16/2022**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Description	Estimate on #112 Richardson Khaki/Chocolate Caps	1	0.00	0.00
Embroidery	#112 Richardson Khaki/Chocolate with Chocolate Brown Caps with Embroidered Embellishment on the front Only	80	15.49	1,239.20
Freight	Freight/Inbound from suppliers warehouse	1	35.74	35.74

**TOTAL \$1,274.94**

Accepted By

Accepted Date



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Sheriff Gary Cutler

**Sponsor:**

Commissioner Ingalsbe

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**Agenda Item:**

Amend the Sheriff's Drug Forfeiture Fund for the purchase of additional vehicle equipment for a K-9 Unit valued at \$7,258.00. **INGALSBIE/CUTLER**

**Summary:**

In the FY 2022 budget, the Sheriff's Office is approved 30 replacement law enforcement vehicles with equipment. At this time, there is a need to use one of the 30 vehicles as a K9 unit, and this unit requires additional equipment. The difference in price for equipment is an additional \$7,258. Funding for this purchase is available in Sheriff Drug Forfeiture Funds.

**Fiscal Impact:**

Amount Requested: \$7,258

Line Item Number: 053-618-00.5713\_700

**Budget Office:**

Source of Funds: Sheriff Drug Forfeiture Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$7,258 - Increase Vehicle\_Capital 053-618-00.5713\_700

(\$7,258) - Decrease Criminal Investigation 053-618-00.5362

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Vehicle Capital Outlay

New Revenue Y/N?: N/A

Comments:

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### Attachments

Dana Safety Quote

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	459375-E
<b>Customer No.</b>	HAYSCOSO

<b>Bill To</b>
HAYS COUNTY SHERIFFS OFFICE 1307 UHLAND RD SAN MARCOS, TX 78666

<b>Ship To</b>
DANA SAFETY SUPPLY ROUND ROCK, TX

**Contact:** CAPT. SHANE SMITH  
**Telephone:** 512-393-2823  
**E-mail:** yvette.faulkner@co.hays.tx.us

**Contact:** SCOTT BEAL  
**Telephone:**  
**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/06/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Scott Beal		SCOTT BEAL ROUND ROCK		MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	INFO TIPS USA CONTRACT #210102 Warehouse: RROC      Vin #:		0.0000	0.00
0	0	N	INFO ONE OF THE 30 PATROL - NOW A K9 UNIT Warehouse: RROC      Vin #:		0.0000	0.00
1	1	Y	MISC AA: EZPF_INTERC.SUV_2020-CURRENT CAGE FULL K9 WH Warehouse: RROC      Vin #:  MSRP: \$3,360.00 E/Z-Rider K9 Platform Unit for an Interceptor SUV 2020 - Current .125 aluminum body Double walled front with ¾" bars for added protection Mill finish aluminum for easy cleaning surface Punched Grate style rear window for clear rear view Punched Grate style window guards in rear for officer vision and easy Cool Guard attachment Poly carbonate wings to keep the K9 from reaching vehicle interior Matte black Powder coat finish All units come with a rubber mat Sliding center door for emergency exit *Includes Window Guards and Door Panels* ** 57"W x 29"D x 40"H **		3,024.0000	3,024.00

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Scott Beal			SCOTT BEAL ROUND ROCK		MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC AA: PC_WHITE POWDER COAT COLOR - WHITE Warehouse: RROC      Vin #:			0.0000	0.00
1	1	Y	RUBBERMAT AMEALAC RUBBER MAT FOR K-9 INSERT Warehouse: RROC      Vin #:			0.0000	0.00
1	1	Y	LIGHTKITLED AMEALAC LIGHT KIT- LED - RED/WHITE Warehouse: RROC      Vin #:			0.0000	0.00
1	1	Y	HP-5020 ACEK9 HOT N' POP SYSTEM WITH REMOTE PAGER Warehouse: RROC      Vin #:  MSRP: \$1,499.00 Includes: Control Head, IntelaBox, Protective Relay Module, S.O.S Horn Honk™ Output, Siren Activation Output, Lightbar Activation Output, Dual Window Drop Kit, Dual Temperature Sensors, Remote with Holster for Door Popper, Heavy-Duty Solenoid Kit, Gas Spring with Heavy-Duty Stainless Steel Mounts, System Wiring Harnesses, Vehicle Specific Wiring Information, User Guide, Two Year Warranty, and Tech Support			1,386.5800	1,386.58
1	1	Y	H-NKLB-K ACE K-9 "NO K-9 LEFT BEHIND" Warehouse: RROC      Vin #:  MSRP: \$69.00			63.8300	63.83

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Scott Beal			SCOTT BEAL ROUND ROCK		MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	HAP-EVS-K ACE K9 ENGINE STALL SENSOR KIT Warehouse: RROC      Vin #: MSRP: \$129.00			119.3300	119.33
1	1	Y	HA-FKT10-P ACEK9 10 INCH Fan Kit for Use with PRM Warehouse: RROC      Vin #: MSRP: \$239.00			221.0800	221.08
1	1	Y	HA-FWG-10 ACE K9 Heavy Duty Fan Guard Warehouse: RROC      Vin #: MSRP: \$85.00			78.6300	78.63
1	1	Y	HA-RBM-27-RD ACEK9 PAGER KIT W/ 27MHZ ANTENNA Warehouse: RROC      Vin #: MSRP: \$325.00			300.6300	300.63
1	1	Y	H-FAM-P Ace Fan Activation Module, Manual Switch No Fan Warehouse: RROC      Vin #: MSRP: \$60.00			55.5000	55.50
1	1	Y	C-EB45-RHS-1P HAV 4.5" Equipment Mounting Bracket Fits Acek9 Hot-N-P Warehouse: RROC      Vin #: MSRP: \$41.16			25.7300	25.73

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Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	C-SW-1 HAV BLACK ON/OFF ROCKER SWITCH W/RED PILOT LIGH Warehouse: RROC    Vin #: MSRP: \$22.72 SWITCH FOR FAN OPERATION MOUNTS IN FACEPLATE			14.4000	14.40
1	1	Y	C-SW-2 HAV BLACK PADDLE TYPE ROCKER SWITCH ON/OFF/ON Warehouse: RROC    Vin #: MSRP: \$23.85 RED/WHITE LIGHT OPERATION. MOUNTS IN FACEPLATE			14.9100	14.91
1	1	Y	WATER DISH W/BRACKET AMEALAC HINGED UNIVERSAL WATER DISH Warehouse: RROC    Vin #: MSRP: \$160.00			116.2500	116.25
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. **11-20 HOURS** Warehouse: RROC    Vin #:			100.0000	100.00
15	15	N	INSTALL DSS INSTALLATION OF EQUIPMENT ** 15 HOURS** Warehouse: RROC    Vin #:			85.0000	1,275.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	BK1526ITU20 SMC Light Ready PB450 LR4 Warehouse: RROC Vin #: MSRP: \$589.00 Push Bumper w/ 4 Chanel Cut Out for MPower Lights		372.8600	372.86
1	1	Y	HK0809ITU20 SMC PB8 Headlight Guard Steel Double Loop Warehouse: RROC Vin #: MSRP: \$429.00		255.2600	255.26
8	8	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: RROC Vin #: MSRP: \$272.00 TWO MPOWER ON TOP CROSS MEMBER. ONE ON EACH SIDE. STEADY WHITE FOR TAKEDOWN AND ALLEY. ONE IN EACH CARGO IN SHROUD. TWO ON BOTTOM HATCH EDGE FACING REAR WHEN OPEN. STEADY BURN WHITE FOR REVERSE & ALLEY. STEADY RED BRAKE.		112.3500	898.80
2	2	Y	CW2311 CODE 3 LED WORK LAMP Warehouse: RROC Vin #: MSRP: \$611.67 STEADY WHITE FOR TAKEDOWN FLASH DURING CODE. MOUNTED UNDER CENTER CROSS MEMBER OF PUSH BUMPER.		344.0800	688.16

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2	2	Y	ETSS100J SOI 100J Series Composite Speaker Warehouse: RROC      Vin #: MSRP: \$389.00			112.5000	225.00
1	1	Y	ENT2B3D SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT RED/WH Warehouse: RROC      Vin #: MSRP: \$372.00 UNDER DRIVER MIRROR STEADY BURN WHITE FOR ALLEY			146.9300	146.93
1	1	Y	ENT2B3E SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT BLUE/W Warehouse: RROC      Vin #: MSRP: \$372.00 UNDER PASS. MIRROR STEADY BURN WHITE FOR ALLEY			146.9300	146.93
2	2	Y	ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: RROC      Vin #: MSRP: \$624.00 RUNNING BOARDS. STEADY WHITE ALLEY.			222.9700	445.94
2	2	Y	PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: RROC      Vin #: MSRP: \$47.00			18.7800	37.56

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<b>Sales Quote No.</b>	459375-E
<b>Customer No.</b>	HAYSCOSO

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HAYS COUNTY SHERIFFS OFFICE 1307 UHLAND RD SAN MARCOS, TX 78666

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Entered By			Salesperson		Ordered By		Resale Number
Scott Beal			SCOTT BEAL ROUND ROCK		MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: RROC      Vin #: MSRP: \$25.00			12.0000	24.00
2	2	Y	ELUC3H010D SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE Warehouse: RROC      Vin #: MSRP: \$166.00			65.7200	131.44
2	2	Y	DRIVER HEAD AND REVERSE. STEADY WHITE ALLEY & REVERSE ELUC3H010E SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE Warehouse: RROC      Vin #: MSRP: \$166.00			65.7200	131.44
1	1	Y	PASS. HEAD AND REVERSE. STEADY WHITE ALLEY & REVERSE EMPLB00K9Q-2CT SOI 55"/139cm 10-16 Volt MPOWER 6 INCH LED LIGHTBAR Warehouse: RROC      Vin #: MSRP: \$4,820.00			2,697.9800	2,697.98
1	1	Y	ENGSA582RSP SOI 500 SERIES 200WATT DUAL TONE BTNN SIREN Warehouse: RROC      Vin #: MSRP: \$1,749.00			736.9800	736.98

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	459375-E
<b>Customer No.</b>	HAYSCOSO

<b>Bill To</b>
HAYS COUNTY SHERIFFS OFFICE 1307 UHLAND RD SAN MARCOS, TX 78666

<b>Ship To</b>
DANA SAFETY SUPPLY ROUND ROCK, TX

**Contact:** CAPT. SHANE SMITH  
**Telephone:** 512-393-2823  
**E-mail:** yvette.faulkner@co.hays.tx.us

**Contact:** SCOTT BEAL  
**Telephone:**  
**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/06/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Scott Beal		SCOTT BEAL ROUND ROCK		MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ENGND04101 SOI BLUEPRINT REMOTE NODE Warehouse: RROC    Vin #: MSRP: \$454.00		176.5000	353.00
2	2	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: RROC    Vin #: MSRP: \$86.00		33.3300	66.66
1	1	Y	ENGLMK008 SOI BLUEPRINT LINK MICRO KIT Warehouse: RROC    Vin #: MSRP: \$624.00		242.6900	242.69
4	4	Y	EMPS200DV-8 SOI 4" MPOWER FASCIA WITH QUICK MOUNT Warehouse: RROC    Vin #: MSRP: \$229.00 RED/BLUE/WHITE. WHITE HOUSING. TWO ON BUMPER COVER - EACH SIDE - REAR FACING. (WEDGES). ONE ON EACH SIDE OF LICENSE PLATE. STEADY RED BRAKE AND STEADY WHITE REVERSE		112.3500	449.40
2	2	Y	PMP2WDG05W SOI MPOWER 4" 5 DEGREE WEDGE WHITE Warehouse: RROC    Vin #: MSRP: \$13.00		8.4500	16.90

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/06/22	GROUND SHIPMENT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Scott Beal			SCOTT BEAL ROUND ROCK		MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	PK1130ITU20TM Setina 10XL Coated Polycarbonate Recessed (Tall Man) Warehouse: RROC      Vin #: MSRP: \$989.00			628.8100	628.81
1	1	Y	WK0595ITU20 SMC CLEAR POLY WINDOW BARRIER - 2020+ PIUT Warehouse: RROC      Vin #: MSRP: \$339.00			227.4900	227.49
1	1	Y	DK0598ITU20 SMC ALUMINUM DOOR PANEL VS 2020 PIUT Warehouse: RROC      Vin #: MSRP: \$219.00			130.7400	130.74
1	1	Y	QK0566ITU20 SMC OEM REPLACEMENT PRISONER SEAT W/ 12 VS CARO Warehouse: RROC      Vin #: MSRP: \$1,528.00			967.7800	967.78
1	1	Y	450-4128 JOTTO SURFACE PRO 3 & 4 MOUNTING STATION Warehouse: RROC      Vin #: MSRP: \$308.53			231.4000	231.40
1	1	Y	425-2827 JD CONSOLE SIDE MOUNT BASE FOR DODGE CHARGER Warehouse: RROC      Vin #: MSRP: \$161.62			121.2200	121.22

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**Contact:** SCOTT BEAL  
**Telephone:**  
**E-mail:**

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/06/22	GROUND SHIPMENT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Scott Beal			SCOTT BEAL ROUND ROCK		MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	425-3062 JD SWING ARM, STRAIGHT 1 X 6.75 Warehouse: RROC      Vin #: MSRP: \$90.60			67.9500	67.95
1	1	Y	C-VS-1012-INUT HAV 22" Angled Low Profile Console Warehouse: RROC      Vin #: MSRP: \$523.24 FACEPLATES NEEDED 1) C-EB30-XG2-1P 1) C-EB40-SO5-1P 1) C-FP-2 1) C-FP-15			323.1800	323.18
1	1	Y	CM009785-1 HAV 2020 PIU HVAC Relocation Bracket Kit Warehouse: RROC      Vin #: MSRP: \$60.63			37.4500	37.45
1	1	Y	C-LP2-PS1-USB HAV 2-12V PLUGS AND 2 USB PORTS Warehouse: RROC      Vin #: MSRP: \$132.15			81.6200	81.62
1	1	Y	C-AP-0625 HAV INTERNAL CONSOLE ACC PKT 6 X 2.5 Warehouse: RROC      Vin #: MSRP: \$63.67			39.3300	39.33

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
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Entered By			Salesperson		Ordered By		Resale Number
Scott Beal			SCOTT BEAL ROUND ROCK		MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	C-ARM-108 HAV SIDE MOUNTED FLIP UP ARM REST Warehouse: RROC      Vin #: MSRP: \$216.75			133.8800	133.88
1	1	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: RROC      Vin #: MSRP: \$65.09			40.2000	40.20
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: RROC      Vin #:			0.0000	0.00
2	2	Y	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: RROC      Vin #: MSRP: \$18.17			11.2200	22.44
1	1	Y	SC-929-5-K9 SC Gun Lock Warehouse: RROC      Vin #: MSRP: \$398.99			0.0000	0.00
1	1	Y	TINT TINT FRONT TWO WINDOWS DARK AS LEGAL Warehouse: RROC      Vin #: MSRP: \$150.00			0.0000	0.00

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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
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**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

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<b>Customer No.</b>	HAYSCOSO

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HAYS COUNTY SHERIFFS OFFICE 1307 UHLAND RD SAN MARCOS, TX 78666

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DANA SAFETY SUPPLY ROUND ROCK, TX

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**Telephone:** 512-393-2823  
**E-mail:** yvette.faulkner@co.hays.tx.us

**Contact:** SCOTT BEAL  
**Telephone:**  
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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/06/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By		Resale Number
Scott Beal			SCOTT BEAL ROUND ROCK	MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	PDP-13 BI Power Distribution Panel w/ Timers Warehouse: RROC      Vin #:  MSRP: \$222.85		155.0000	155.00
1	1	Y	5026B BLUESEA FUSE ST BLOCK Warehouse: RROC      Vin #:  MSRP: \$65.49		0.0000	0.00
1	1	Y	ST Blade Fuse Block - 12 Circuits with Negative Bus and Cover INSTALL KIT MISC INSTALLATION SUPPLIES I.E. ** 41-50 HOURS ** Warehouse: RROC      Vin #:  LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		416.2500	416.25
35	35	Y	INSTALL DSS INSTALLATION OF EQUIPMENT ** 30 HOURS ** Warehouse: RROC      Vin #:    <div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>		85.0000	2,975.00

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<b>Subtotal</b>	21,463.54
<b>Freight</b>	450.00
<b>Order Total</b>	21,913.54



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Sheriff Gary Cutler

**Sponsor:**

Commissioner Ingalsbe

---

**Agenda Item:**

Authorize the Sheriff's Office to accept a \$500.00 donation from Bethany Lutheran Church and amend the budget accordingly. **INGALSBE/CUTLER**

**Summary:**

The Sheriff's Office received a donation of \$500.00 from Bethany Lutheran Church. The Church requests the donation be used towards youth programs held by the Sheriff's Office per attached donation letter.

**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

(\$500) - Increase Contributions 052-618-00.4610

\$500 - Increase Crime Prevention 052-618-00.5222

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Contributions Revenue and Crime Prevention Expense

New Revenue Y/N?: Yes

Comments:

---

### Attachments

Donation letter





To Lt. Dennis Gutierrez and the Hays County Sheriff's Office Community Outreach;

We want to express our utmost gratitude for allowing your team, especially Anthony Hipolito, to come and led an information session on the current Fentanyl Crisis in our area on Sunday, October 16.

This seminar was extremely valuable and timely for our youth and parents. We had many attendees that we did not even know attend, and I know that many new relationships and partnerships were formed that evening.

One feedback from a parent, "Man that was really tough and scary to hear, but I am thankful that I feel like I am able to talk with our kids more openly about it."

"I need to tell our principal to have this talk for our upcoming Red Ribbon Week," a student shared.

What you all are doing is making a difference in the lives of families in our area. Thank you!

Please accept this donation of \$500 towards the Community Outreach Unit of the Hays County Sheriff's Office for these youth programs. Sincerest thanks for your continued outreach on this vital topic and the many other ways in which you are educating our community.

In gratitude and thanks,

A handwritten signature in black ink, appearing to read "Charessa Koontz". The signature is fluid and cursive.

Charessa Koontz, Director of Family Life Ministries

3701 W. Slaughter Lane, Austin, TX 78749

(512) 292-8778 • [info@bethanyaustin.com](mailto:info@bethanyaustin.com) • [www.bethanyaustin.com](http://www.bethanyaustin.com)



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Sheriff Gary Cutler

**Sponsor:**

Commissioner Ingalsbe

---

**Agenda Item:**

Approve out of state travel for Deputy Stefan Haltermann and Deputy Christopher Adams to attend the Explosive Handlers and Breaching Course on February 6-10, 2023 in Byhalia, Mississippi. **INGALSBE/CUTLER**

**Summary:**

Out-of-state travel is needed to send Deputy Haltermann and Deputy Adams to attend the Explosive Handlers and Breaching Course on February 6-10, 2023, in Byhalia, MS.

Haltermann and Adams are on the Hays County SWAT Team. The aim of this 5-day course is to introduce the student to time-tested and operationally proven drills and procedures to establish or further enhance an existing explosive breaching program within their unit or department. This course has been designed for non EOD Technicians who have little to no experience in the recognition and safe handling of explosive compounds. Day one will be devoted to the theory and handling of explosives with days two-five focusing on explosive breaching techniques.

Funding for registration and travel expenses including hotel and per diem fees will be paid for out of the Sheriff's Office Continuing Education Fund.

**Fiscal Impact:**

Amount Requested: \$4,500.00

Line Item Number: 001-618-00.5551 Continuing Ed

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: TBD

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

New Revenue Y/N?: N/A

Comments:

---



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Ingalsbe

---

#### **Agenda Item**

Authorize the execution of Amendment No. 7 to the Department of State Health Services (DSHS), Public Health Emergency Preparedness grant. **INGALSBE/T.CRUMLEY**

#### **Summary**

This amendment alters the process for financial reporting for this grant. The grant amount and contract period have not changed. This contract expires on June 30, 2023.

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#### **Attachments**

FY 23 PHEP Amendment 7

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. 537-18-0153-00001  
AMENDMENT NO. 7**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **HAYS COUNTY LOCAL HEALTH DEPARTMENT** ("Grantee"), each a "Party" and collectively the "Parties" to that certain Public Health Emergency Preparedness ("PHEP") contract effective July 1, 2017, and denominated as System Agency Contract No. 537-18-0153-00001 (the "Contract"), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to revise the financial reporting requirements in the Statement of Work to align with updated processes.

**NOW, THEREFORE**, the Parties amend and modify the Contract as follows:

1. **SECTION III, INVOICE AND PAYMENT**, in **ATTACHMENT A.7, FY2023 STATEMENT OF WORK**, of the Contract is revised to read:
  - A. Grantee shall submit requests for reimbursement of required services/deliverables monthly using the State of Texas Purchase Voucher (Form B-13), together with supporting documentation as directed by DSHS. Forms should be mailed, faxed or e-mailed to the addresses below.
  - B. Grantee shall submit the Match Certification Form (B-13A) by August 15, 2023. Forms should be mailed, faxed or e-mailed to the addresses below.
  - C. Grantee shall submit a Financial Status Report (FSR) twice per fiscal year. The first FSR (for the period July 1, 2022 through December 31, 2022) is due by January 31, 2023. The second FSR (for the period January 1, 2023 through June 30, 2023) is due by August 15, 2023.
  - D. All reporting documents must be submitted by e-mail, fax, or mail. E-mail is preferred, but fax or mail are acceptable.
    1. For submission by mail, use address below:  
Department of State Health Services  
Claims Processing Unit  
P.O. Box 149347  
Austin, TX 78714-9347
    2. For submission by fax, use number below:  
(512) 458-7442

3. For submission by e-mail, see requirements below:
    - a. Form B-13 with supporting documentation and Form B-13A must be sent to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), with a copy to the System Agency contract manager.
    - b. FSR must be sent to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov); [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov); and with a copy to the System Agency contract manager.
  - E. Grantee will be reimbursed on a monthly basis in accordance with the Budget in **Attachment B** of this Contract.
  - F. System Agency reserves the right to redirect grant funds in the event of financial shortfall by Grantee. System Agency will monitor Grantee's expenditures on a quarterly basis. If Grantee expenditures are below projections, System Agency, in its sole discretion, may reduce Grantee's budget for the remainder of the contract term. System Agency also may reduce Grantee's budget if Grantee has vacant positions existing for more than ninety (90) consecutive calendar days.
2. This Amendment shall be effective as of the date last signed below.
  3. Except as amended by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.
  4. Any further revisions to the Contract shall be by written agreement of the Parties.
  5. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 7**  
**SYSTEM AGENCY CONTRACT No. 537-18-0153-00001**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Certificate Of Completion**

Envelope Id: E65EDA3CDE154DF7B9C69209CB65E0D9

Status: Sent

Subject: 537-18-0153-00001 Hays County CPS/Hazards A.7.docx

Source Envelope:

Document Pages: 3

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.8

**Record Tracking**

Status: Original

11/16/2022 9:13:38 AM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

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

Judge Ruben Becerra

judge.becerra@co.hays.tx.us

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

Accepted: 9/14/2022 11:23:02 AM

ID: ee65b070-1d78-45a4-9ae9-a0da60f1eb98

Sent: 11/16/2022 9:21:58 AM

Jonah Wilczynski

Jonah.Wilczynski@dshs.texas.gov

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

Accepted: 11/16/2022 9:10:58 AM

ID: 55407cdb-99a2-4a4a-a59d-dea396c9afb7

Patty Melchior

Patty.Melchior@dshs.texas.gov

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

Accepted: 5/5/2022 10:43:08 AM

ID: f01589da-43a7-481e-996a-7c50409e5d48

Dave Gruber

David.Gruber@dshs.texas.gov

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

Accepted: 1/3/2021 2:48:45 PM

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

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

Carbon Copy Events	Status	Timestamp
<div><div><div>lindsay Mcclune</div><div>lindsay.mcclune@co.hays.tx.us</div><div>Security Level: Email, Account Authentication (None)</div><div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div></div><div><div>Beverly Taylor</div><div>Beverly.Taylor@dshs.texas.gov</div><div>Security Level: Email, Account Authentication (None)</div><div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div></div><div><div>CMS Internal Routing Mailbox</div><div>cms.internalrouting@dshs.texas.gov</div><div>Security Level: Email, Account Authentication (None)</div><div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div></div></div>	<div>COPIED</div>	<div>Sent: 11/16/2022 9:21:58 AM</div> <div>Viewed: 11/16/2022 9:24:51 AM</div>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/16/2022 9:21:58 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

#### **How to contact DSHS Contract Management Section:**

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

To contact us by email send messages to: [alison.joffrion@hhsc.state.tx.us](mailto:alison.joffrion@hhsc.state.tx.us)

#### **To advise DSHS Contract Management Section of your new email address**

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

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

#### **To request paper copies from DSHS Contract Management Section**

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

#### **To withdraw your consent with DSHS Contract Management Section**

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

---

#### **Agenda Item**

Approve specifications for RFP 2023-P01 Traffic Signal Maintenance and authorize Purchasing to solicit for bids and advertise. **BECERRA/BORCHERDING**

#### **Summary**

Hays County (County) is seeking well-qualified and capable vendor(s) to provide routine preventative maintenance, scheduled repairs, emergency repairs, and new equipment installations/upgrades to traffic signals, traffic signal equipment, flashing beacons, and other related equipment by duly trained and qualified personnel as well as coordinate installation of new signals. Services will be required for multiple locations within the county, as requested by the Hays County representative.

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#### **Attachments**

RFP 2023-P01 Traffic Signal Maintenance

RFP 2023-P01 - Cost Proposal



## SOLICITATION, OFFER AND AWARD

Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

**Solicitation No.:**  
RFP 2023-P01 Traffic Signal Maintenance

**Date Issued: November 24, 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 15, 2022.**

**Proposals received after the time and date set for submission will be returned unopened.**

For information please email:  
[purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

Questions concerning this RFP must be received in writing no later than 5:00 p.m. on December 7, 2022.

Phone No.: (512) 393-2283

### OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

#### Respondent

Entity Name:  
Mailing Address:

#### Respondent's Authorized Representative

Name:  
Title:  
Email Address:  
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of  
person authorized to conduct  
negotiations on behalf of Respondent:

### NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award  
made by Commissioners Court on:

Date:

Agenda Item:

**Important: Award  
notice may be made  
on this form or by  
other Authorized  
official written notice.**

\_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hays County Clerk

\_\_\_\_\_  
Date

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## I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

### **A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:**

**The following forms **MUST** be returned for the bid/proposal/SOQ to be considered responsive:**

- \_\_\_ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- \_\_\_ 2. Attachment A: Cost Proposal
- \_\_\_ 3. Vendor Reference Form

### **Required Forms by Hays County:**

- \_\_\_ 1. Conflict of Interest Questionnaire completed and signed
- \_\_\_ 2. Code of Ethics signed
- \_\_\_ 3. HUB Practices signed
- \_\_\_ 4. House Bill 89 Verification signed and notarized
- \_\_\_ 5. Senate Bill 252 Certification
- \_\_\_ 6. Debarment & Licensing Certification signed and notarized
- \_\_\_ 7. Vendor/Bidder's Affirmation completed and signed
- \_\_\_ 8. Federal Affirmations and Solicitation Acceptance
- \_\_\_ 9. Related Party Disclosure Form
- \_\_\_ 10. System for Award Management ([www.SAM.gov](http://www.SAM.gov)) Entity Registration Page
- \_\_\_ 11. Any addenda applicable to this solicitation

**Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:**

- \_\_\_ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to:  
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

OR

- \_\_\_ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:  
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

## II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2023-P01  
Traffic Signal Maintenance
- 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 15, 2022; 11:00 a.m. Central Time (CT)**
- 6. Pre-Proposal Meeting:** **Non-Mandatory Pre-Proposal Conference:**  
Tuesday, November 28, 2022 @ 12:00 PM (CT)  
2171 Yarrington Road  
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](mailto: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 7, 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 24, 2022	Issuance of RFP
November 28, 2022	Pre-Proposal Conference (12:00 PM CT)
December 7, 2022	Deadline for Submission of Questions (5:00 PM CT)
December 15, 2022	Deadline for Submission of Proposals (11:00 AM CT) <b>Late proposals will not be accepted.</b>
January 2023	Anticipated contract award date

### III. Specifications

#### A. Introduction

Hays County (County) is seeking well-qualified and capable vendor(s) to provide routine preventative maintenance, scheduled repairs, emergency repairs, and new equipment installations/upgrades to traffic signals, traffic signal equipment, flashing beacons, and other related equipment by duly trained and qualified personnel as well as coordinate installation of new signals. 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

The Contractor shall provide routine preventive maintenance, scheduled repairs, emergency repairs, and new equipment installations/upgrades to traffic signals, traffic signal equipment, flashing beacons, and other related equipment by duly trained and qualified personnel as well as coordinate installation of new signals. All preventive maintenance and scheduled repairs will be billed at an established flat rate, with additional emergency work/unscheduled repair paid at hourly labor rates and vehicle and equipment rates, in accordance with the cost proposal per this RFP.

The Contractor shall provide and maintain emergency service response of the County's traffic signals and flashing beacons on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals and flashing beacons in the County in compliance with current County and TXDOT standards and specifications. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment are used or installed in the County.

The Contractor shall furnish temporary flashing beacons and other appropriate replacement equipment for non-operational traffic signals. Contractor furnished temporary spare equipment shall be equivalent to the component being replaced in manufacture, make, and model. The Contractor shall provide traffic control/lane closures that conform to Federal Highway Administration (FHWA) – Texas Manual on Uniform Traffic Control Devices (TXMUTCD).

The Contractor shall cooperate with the County and its agents in recalibrating traffic signal coordination timing and progression and shall make all information available to County. The Contractor shall change the timing of traffic signal only upon the direction or advance written approval of the County or its agents. During emergency conditions, the Contractor shall assure full cooperation with the County and those employees of the County and other agencies as indicated.

The Contractor shall not represent the County in matters of policy or procedures under this contract, shall not make any reference to County policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the County.

#### **Routine Preventative Maintenance:**

The Contractor will provide routine preventative maintenance for each traffic signal as described in the following list and subsequent detailed sections of this document:

- Annual Preventative Maintenance – the contract shall begin with the Annual Preventative Maintenance checklist
- Quarterly Preventative Maintenance – to initiate 3 months after Annual Preventative Maintenance is complete
- Semi-Annual Preventative Maintenance – to initiate 6 months after Annual Preventative Maintenance is complete

The Contractor will be required to furnish and use a preventive maintenance checklist form approved by the County for each inspection. The Contractor will be required to provide one electronic copy of the maintenance checklist to the County following each inspection, to maintain a copy of the maintenance checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Contractor's office of records.

#### **Quarterly Preventative Maintenance:**

The contractor shall perform the following inspections on a quarterly basis:

1. Signal Cabinet
  - Test and Check ground fault receptacle
  - Observe the general appearance of the cabinet, noting any rust or other signs of deterioration and complete/recommend repair work if needed
  - Inspect door gasket condition
  - Inspect door lock operation
  - Operate and inspect ventilation fan and cabinet light
  - Inspect for pests in cabinet
  - Visually inspect all relays, photocells, cabinet locks, cabinet fans, switches and make routine adjustments
  - Move the fan thermostat setting and determine if fan is operable. Return thermostat to proper setting
2. Signal Controller
  - Visually inspect signal controller and controller cabinet components for proper operation and recommend repairs/replacements as necessary
  - Check timing of individual signal phases. Contractor shall notify engineer immediately of any operational issue or difference between the timing sheet to the actual timing operating in the controller. The contractor shall not make any timing changes unless it is a matter of public safety or is needed for the proper operation of the traffic signal.
3. Signal & Pedestrian Heads
  - Visually inspect all vehicular signals for proper operation
  - Report burnt out or flickering indications
  - Walk intersection and visually inspect all signal heads including backplates, visors and indications for proper operation and alignment. Report all broken parts, align signal heads and adjust all mast arm signs as necessary
  - Check that all pedestrian signals are in good condition and aimed properly. Make adjustments as necessary.
4. Vehicle Detection

- Verify all detector channels are working. Note any needing repair. Coordinate with County immediately upon finding malfunctioning detection to verify timing/recall adjustments and repair strategy.
- 5. Pedestrian Push Buttons
  - Actuate each button for proper operation. Visually inspect and note condition. Repair any broken or defective pedestrian push buttons.
  - Check all signals are in good condition and properly positioned (where applicable)
- 6. Battery Backup Systems
  - Check battery backup system
- 7. Miscellaneous
  - Visually inspect other signal hardware
  - Report all deficiencies
  - Check operation of flashing beacons at signalized intersections to ensure proper operation

#### **Semi-Annual Preventative Maintenance:**

In addition to the quarterly intersection tasks, the Contractor shall submit perform the following maintenance tasks at each location on a semi-annual basis and submit a report summarizing all activities and findings:

1. Detectors and Loops
  - Visually inspect for exposed wires, cracks, and/or potholes and recommend repairs or replacement as needed
  - Check and re-calibrate detection configurations for all detector types. This includes detection zones for video and radar detection
2. Controller Cabinet
  - Measure voltage level at service entrance in cabinet and record
  - Vacuum and clean controller cabinet and contents; includes removing, cleaning, and replacing cabinet air filters.
3. Battery Backup Systems
  - Test battery charge and report if replacement is needed
  - Measure voltage level at service entrance in cabinet and record
  - Vacuum and clean controller cabinet and contents
4. Controller Cabinet
  - Check wire schematics and records to make sure they are in the cabinet. Notify the County if they are not present
  - Inspect terminal blocks and tighten as needed
  - Lubricate hinges and lock
5. Signal Heads
  - If visual inspection warrants, clean and polish signal lenses and reflectors
  - Align signal heads as needed
6. Miscellaneous
  - Adjust all mast arm mounted street name signs as needed
  - Check condition of paint (frameworks, heads, cabinet, poles, and other appurtenances) and make recommendation for repainting as needed.
  - Check cabinet inventory list and update as needed. Provide an electronic copy to the County.

#### **Annual Preventative Maintenance:**

In addition to the quarterly and semi-annual preventative maintenance activities, the Contractor shall conduct Annual Preventative Maintenance consisting of the following tasks within the first two (2) months of the start of each contract period:

1. Signal System Assessment
  - Perform conflict monitor (MMU) test and submit printout. The County shall furnish appropriate testing equipment to the Contractor.
  - Check for water accumulation and reseal ducts
2. Night Inspection
  - Walk intersection and check for proper visibility and operation of traffic signal heads, pedestrian signal heads and flashing beacons
  - Check operation of safety lighting and recommend repairs and replacements to the County as needed.
3. Signal Heads
  - Check the mounting and wiring of each signal head using bucket truck and adjust/tighten the mounting, as required
4. Miscellaneous
  - Check any other equipment utilized during the term of the Agreement but not specifically listed (i.e., cameras, radios, etc.).
  - Tighten anchor bolts
  - Emergency preemption detection lenses must be cleaned/polished and aligned
  - Megger test all loops and make recommendations
  - Megger test cabinet resistance to ground
  - Load test all Battery Backup System batteries
  - Replace lithium batteries on PROM module, if equipped, every two years

#### **Inventory Records:**

Contractor shall maintain an inventory list of the equipment in the controller cabinet at each location. The inventory should include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated, and a copy shall be furnished to the County every six (6) months in a digital format specified by the County.

#### **Scheduled Repairs**

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the traffic signal system. The Contractor is to provide the County with a list of items recommended for corrective action. Repair work will be performed by the County or by the contractor at the County's discretion. All replacement parts must be equal or equivalent to existing equipment. All repair work including parts and installation must be approved by the County prior to proceeding. Approved work will be paid for on a time and materials basis per the fee schedule submitted by the Contractor. Typical repair work includes but is not limited to the following elements: Signal Indications and Signal Heads, Signal Wiring, Overhead Signage, Vehicular Detection equipment, Pedestrian Detection Equipment, Ground Boxes, Cabinet Foundation, Cabinet Components (Load Switches, Relays, Surge Suppressors, I/O Cards, Breakers, Fuses, etc.), Controllers, Cameras, Preemption Equipment), Communications Equipment, Luminaires, Flashing Beacon Equipment, etc. No permanent change shall be done without prior approval of the County. Whenever equipment is replaced or removed, the County representative shall be notified by phone and emailed within twenty-four (24) hours. When entire parts or equipment become obsolete or are deteriorated beyond repair, report such conditions to the County and provide satisfactory evidence that replacement is necessary. Should

replacement of a controller, camera, radar, or communication unit is required, the serial number of any unit removed will be recorded and the removed unit should be delivered to the County. The Contractor shall handle all warranty and Return Merchandise Authorization (RMA) repairs with equipment manufacturers and vendors on behalf of the County.

## **Emergency Repairs**

The County may request that the Contractor perform unscheduled Emergency Repairs on the traffic signal system not covered by routine preventative maintenance and scheduled repairs. This work shall be performed on a time and materials basis in accordance with the unit costs provided in the Contractor's proposal or by a negotiated cost. The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The Contractor shall provide the County with a contact name and phone number of personnel responsible for 24/7 services.

The maximum response times shall be as follows:

- Emergency and accident maintenance – one (1) hour
- Repair/replacement of pedestrian equipment (signals and detection) – two (2) hours
- Replacement of burned-out signal faces – four (4) hours
- All other signal maintenance – twenty-four (24) hours Signal on flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency.

The County may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public. Repetitive failure to meet response times described above shall be deemed sufficient cause for the County to terminate the contract.

## **New Equipment Installations and Upgrades**

The Contractor shall install new equipment and upgrade existing equipment at the direction of the County. The County will typically provide the equipment needed for installation and supply it to the Contractor. In instances where the County utilizes the Contractor to procure the equipment, the Contractor will supply an estimated invoice for materials and installation costs to the County for approval prior to procurement and installation of equipment. Compensation for installation of new equipment as identified above will be paid at the hourly labor rates and vehicle and equipment rates, in accordance with the Cost Proposal. Material markup will not exceed the value specified in the Cost Proposal.

## **System Integration**

The County may request the Contractor to assist with the deployment and integration of a Central Control Software/Advanced Transportation Management System (ATMS). The Contractor may subcontract this scope of work with an appropriate vendor, as approved by the County, that can provide expertise on County's preferred choice of a Signal Central Control System.

## **New Signal Installations**

The selected Contractor shall be required to coordinate with the County for any new traffic signals installed by another project under contract with the County or by another project under contract with a

private party under the County's jurisdiction. The Contractor will be responsible for assuming maintenance responsibilities for all new traffic signals following activation. Compensation for reviewing new traffic signals as identified above will be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with the Cost Proposal.

## **Extra Work**

New and unforeseen work will be classed as "extra work" when the County determines that such work is not covered by any of the various items for which there is a cost proposal or unit cost, or by a combination of such items. In the event portions of such work are determined by County to be covered by none of the various items for which there is a cost proposal, unit cost, or combination of such items, the remaining portion of such work will be classified as extra work. Extra work also includes work specifically designated as such in this RFP. The Contractor shall submit a scope of work and cost proposal to The County (within 48 hours of a request) for review and approval prior to performing any extra work. If approved, the County shall provide the Contractor (within 24 hours of approval) with a written work order for Contractor to furnish labor, materials, and equipment, therefore.

## **Reporting**

The Contractor shall provide a computerized quarterly activity report to the County by the fifteenth (15) working day of each month for the previous month. This report shall include documentation for semi-annual and annual preventative maintenance when applicable. The report shall be sent via email to the County with the invoice. No payment will be made without submittal of the report. The report shall include Unscheduled and Emergency Response Work; Scheduled Repairs; and Preventative Maintenance. Note: All data gathered and stored by the Contractor while under contract with the County is the property of the County. In the event that the County no longer contracts with the Contractor, full data records will be given to the County in an electronic format.

## **Equipment**

The Contractor shall maintain an inventory of signal heads and electrical components and hardware that are typically required for standard industry practice for routine and emergency repairs. The Contractor shall also maintain an inventory of at least two (2) timber poles that may be used for temporary span-wire operations for an approach during an emergency signal pole knockdown situation. The Contractor shall be subject to a random inquiry of inventory levels and required equipment by the County staff. All materials lists shall be listed by the MUTCD sign codes and are standard roadway sizes. All materials shall be high intensity grade reflective sheeting unless otherwise directed by a County representative.

### **Spare Inventory:**

Contractor shall have the following materials on the truck on a daily basis: · 2 signal heads with LED inserts · 1 traffic signal controllers · 1 conflict monitor (MMU) · 4 load switches · 2 flasher load switches · 4 loop detector cards · 4 DC isolators · 2 APS push-button units and 2 non-APS push button units · 2 Countdown pedestrian display units

### **Salvaged Equipment:**

The Contractor shall deliver any salvaged or salvageable equipment or material to the location in the County as directed by the Public Works Department. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the County and disposed of properly by

the Contractor. Components such as mast arms and luminaries that are undamaged may be re-used at the direction of the County.

## **Warranty Service**

Any materials that are furnished by the Contractor shall be warranted for at least a period of one year or the manufacturer's warranty, whichever is greater. During the warranty period the Contractor shall make all communications to the vendor or manufacturer in order to get the appropriate item replaced. Once a replacement is made the Contractor shall notify the County personnel for their records. In the event of natural events such as storms, fires etc., the Contractor will not be held to any additional warranty of the product if the manufacturer's warranty had expired.

### **C. Qualifications**

Hays County is seeking qualified Contractors with the following minimum qualifications:

- Contractor shall have at least five (5) years of similar experience and shall submit with their proposal a list of at least three (3) customer references with similar scope of services.
- The Contractor shall have all the appropriate licenses required to operate as a contractor in the state of Texas and perform all required work pertaining to the scope of services.
- The Contractor shall have on-staff, certified personnel with the following qualifications:
  - Level one or Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years of experience in traffic signal repairs.
  - The proposal shall identify by name the certified personnel who will be available and would be assigned to provide traffic signal maintenance services to the County.
- Negative History: The Contractor shall include in its Proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose, the firm shall affirmatively state in its Proposal there is no negative history to report. Failure to comply with the terms of this provision may disqualify any proposal. The County reserves the right to reject any proposal based upon the firm's prior documented history with the County or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

**REFERENCES:** Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

**RESPONSIBILITY:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

**TIME OF PERFORMANCE:** It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

**SYSTEM FOR AWARD MANAGEMENT:** Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not



debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

#### **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
- **Cost Proposal**
  - Attachment A: Cost Proposal
- **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. **Cost Proposal** **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 Respondent's 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. 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.

#### **I. Bond Requirements**

PERFORMANCE & PAYMENT BONDS: Contractor shall furnish Performance and Payment Bonds to the County Purchasing Manager within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

## IV. General Terms and Conditions for Solicitations

### Applicable To: Request for Proposals (RFP)

#### 1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFP.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
  - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
  - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

#### 4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:  
County Auditor

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
  - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
  - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
  - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing



Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which

reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

**25. FORFEITURE OF CONTRACT:**

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

**26. CONTRACTOR CLAIMS NOTIFICATION:**

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
  - i. The existence of the claim, or other action;
  - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
  - iii. The alleged basis of the claim, action or proceeding;
  - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
  - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

**27. CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System ([www.epls.gov](http://www.epls.gov)), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

**28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

**29. CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

### 30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

### 31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
  - i. The Schedule of Items/Services
  - ii. Terms and Conditions of Request for Proposals;
  - iii. General Provisions;
  - iv. Other provisions, whether incorporated by reference or otherwise; and
  - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

**32. MODIFICATIONS:**

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
  - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
  - ii. Method of shipment or packing.
  - iii. Place of deliveries.
  - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
  - v. Description of items to be provided.
  - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**33. PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
  - b. Provide County a waiver of subrogation.
  - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
  - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
  - e. Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
<b>Commercial General Liability (Including Contractual Liability):</b>	
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
<b>Excess Liability:</b>	
Umbrella Form	Not Required
<b>Labor Liability:</b>	
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](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2283.



## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received _____	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  _____		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
<b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>          <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> </div>		
<b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>          		
<b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b>		
<b>7</b> _____		
Signature of vendor doing business with the governmental entity		Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

### 2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### 3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

### 4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

---

Signature

---

Date

X. Hays County House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative of  
\_\_\_\_\_(Company or Business name, hereafter referred to as Company) being an adult  
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and  
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter  
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the  
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

(if other than Texas, Write state in here \_\_\_\_\_)

\_\_\_\_\_  
Date

## XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

---

Company Name

---

Print Name of Company Representative

---

Signature of Company Representative

---

Date

### CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

---

Print Name of Hays County Purchasing Representative

---

Signature of Hays County Purchasing Representative

---

Date

---

IFB/RFP/RFQ Number

## XII. Debarment and Licensing Certification

STATE OF 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 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

### Section A: Current Hays County Employee

Employee Name	Title
---------------	-------

### Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
---------------	-------	--------------------------------

### Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title
---	-------

Name of Person Related	Title	Relationship
------------------------	-------	--------------

### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
<b>Person</b>	child or parent	grandchild, sister, brother or 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
<b>Person</b>	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

**RFP 2023-P01 Traffic Signal Maintenance**  
**Attachment A: Cost Proposal**

The following tasks will be compensated on a Unit Cost Basis and shall include time and material cost.

[illegible]



### Hourly Cost

Any tasks not identified in the Unit Cost Proposal shall be compensated using the Hourly Cost below.

Standard working hours shall be 6am-6pm, Monday-Friday, excluding County Holidays. Any work compensated by personnel hourly rates that is completed outside of the Regular working hours (as defined above) will be paid at 1.5 times the hourly rate. Any work outside of Regular hours will require County approval prior to beginning the work. Any tasks that the Contractor anticipates using Emergency Hourly Rates shall be pre-approved by the County before the Contractor initiates work.

### Personnel

Title	Decription	Regular Hourly Rate	Emergency Hourly Rate
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

### Vehicles and Equipment

Item	Decription	Unit	Hourly Rate
1	Personnel Vehicle	per Vehicle	\$
2	Pickup Truck	per Truck	\$
3	Service Truck	per Truck	\$
4	Bucket Truck	per Truck	\$
5	Crane Truck	per Truck	\$
6	Loop Saw	per Saw	\$

### Material Markup

Material mark-up **will not exceed 15%** of supplier's invoice price (cost) that will be furnished to the County in any cost proposal. Hays County shall approve the sources of and prices for supplies, materials, and install equipment valued greater than \$3,000 prior to procurement.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Shell

---

**Agenda Item:**

Accept a proposal from CT Electric to repair and/or replace all parking lot lights at the new Elections/IT Building located at 120 Stagecoach Trail in the amount of \$5,825.00. **SHELL/T.CRUMLEY**

**Summary:**

The parking lot lights at the new Elections Building are not all working properly. Building Maintenance would like to repair the lights that can be repaired and replace the ones that need to be replaced. CT Electric has submitted a proposal under RFP 2018-P10 to complete this work.

**Fiscal Impact:**

Amount Requested: \$5,825.00

Line Item Number: 001-655-00.5741

**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, Misc Capital Improvements

New Revenue Y/N?: N/A

Comments:

---

**Attachments**

CT Electric Proposal

Johnny Homann  
 DBA CT. ELECTRIC  
 PO BOX 1185  
 LOCKHART, TX 78644

# Estimate

Date	Estimate #
11/7/2022	482

Name / Address
Hays County 712 S. Stagecoach Trail Suite 1071 San Marcos, Tx 78666

Project
Elections Building

Item	Description	Qty	Rate	Total
Journeyman	SOW for Hays Elections Offices Exterior Pole Lights: - we need to replace 23 light fixtures on the outside pole lights - the lights are not working - replace all lights with LED	20	55.00	1,100.00
Apprentice	Same as above	20	35.00	700.00
Materials	Materials	1	4,025.00	4,025.00
			<b>Total</b>	\$5,825.00



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Jones

---

#### **Agenda Item**

Approve specifications for IFB 2023-B07 Precinct 2 Office - Parking Lot Expansion and authorize Purchasing to solicit for bids and advertise. **JONES/BORCHERDING**

#### **Summary**

Hays County (County) is issuing this Invitation for Bid (IFB) for the expansion of the parking lot at the Hays County Precinct 2 Office, located at 5500 FM 2770, Kyle, TX 78640.

---

#### **Attachments**

IFB 2023-B07



## SOLICITATION, OFFER AND AWARD

Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

**Solicitation No.: IFB 2023-B07**  
**Precinct 2 Office – Parking Lot Expansion**

**Date Issued: November 24, 2022**

### SOLICITATION

Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive  
Proposals will be received at the Hays County Purchasing Office at the address shown above until:

**12:00 p.m. local time December 15, 2022.**

**Proposals received after the time and date set for submission will be returned unopened.**

For information please email:  
[purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

Questions concerning this RFP must be  
received in writing no later than 5:00  
on December 7, 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:		Name:	
Mailing Address:		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:
<b>Important: Award notice may be made on this form or by other Authorized official written notice.</b>	_____ Hays County Judge	_____ Date
	_____ Hays County Clerk	_____ Date

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## I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that **MUST** be submitted for the bid/proposal 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 to be considered responsive:**

- \_\_\_\_ 1. Solicitation, Offer and Award Form completed and signed
- \_\_\_\_ 2. Mandatory Schedule Rates and Prices: Attachment A
- \_\_\_\_ 3. Mandatory Bid Form: Appendix C
- \_\_\_\_ 4. Vendor Reference Form
- \_\_\_\_ 5. Bid Bond for 5% of total bid amount

### **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 Affirmation and Solicitation Acceptance
- \_\_\_\_ 9. Related Party Disclosure Form
- \_\_\_\_ 10. Any addenda applicable to this solicitation

**Hays County will accept bids, 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 to the Hays County Purchasing Department (address below) or
- \_\_\_\_ 2. One original of the proposal and a 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:** Invitation for Bid (IFB)
- 2. Solicitation Number:** IFB 2023-B07  
Precinct 2 Office – Parking Lot Expansion
- 3. Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed bids marked with Solicitation Number and Respondent Name on the outermost envelope: One (1) original and one (1) digital copy on a thumb drive  
OR  
Electronic bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:  
**December 15, 2022; 12:00 p.m. Central Time (CT)**
- 6. Pre-Bid Meeting:** **Recommended**  
**November 30, 2022; 10:00 AM Central Time (CT)**  
Hays County Transportation Department  
2171 Yarrington Road  
San Marcos, TX 78666
- 7. Bonding Requirements:** Bid Bond: 5% of total bid amount due at bid submittal  
Performance and Payment Bond: 100% of Contract Price within 10 days of contract award.
- 8. Retainage** The owner will withhold 5% retainage of the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.
- 9. Initial Contract Term:** **80 working days (4 months) from notice to proceed (NTP)**
- 10. Optional Contract Terms:** none
- 11. Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)
- 12. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than December 7, 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 after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESBD websites.

**13. 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.

**14. 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 24, 2022	Issuance of IFB
November 30, 2022	Pre-Bid Meeting (10:00 AM CT)
December 7, 2022	Deadline for Submission of Questions (5:00 PM CT)
December 15, 2022	Deadline for Submission of Bids (12:00 PM CT) <b>Late bids will not be accepted.</b>
December 2022/January 2023	Anticipated contract award date

### III. Specifications

#### A. Introduction

Hays County (County) is issuing this Invitation for Bid (IFB) for the expansion of the parking lot at the Hays County Precinct 2 Office, located at 5500 FM 2770, Kyle, TX 78640.

#### B. Scope of Work

The proposed project will consist of, but is not limited to, adding an additional 94 parking spaces, providing new concrete curb ramp and sidewalks, removing existing curb and gutter and constructing new concrete curb and repainting all required markings, earthwork, drainage structures, pavement markings, and erosion control facilities.

The awarded contractor shall provide all materials, equipment, labor, coordination and supervisory activities necessary to complete construction of the project as more fully described in Attachment A: Technical Specification and Attachment B: Construction Plans.

The following attachments/appendices to this IFB provide specific detail regarding this project and should be thoroughly reviewed prior to bid submittal:

Attachment A: Schedule Rates and Prices (mandatory)

Attachment B: Construction Plans

Appendix A: Technical Specifications

Appendix B: Standard Form of Contract

Appendix C: Bid Form (mandatory)

Appendix D: Special Conditions

**SUBSTANTIAL COMPLETION:** Project shall be substantially complete no later than **80 working days (4 months) of notice to proceed (NTP)**.

#### C. Materials & Specifications (Appendix A)

All materials listed shall meet the applicable specifications for the item, class, and type as identified on the bid form (see Attachment A: IFB 2023-B07 Schedule Rates and Prices). For items identified with a "TXDOT Item" number, refer to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (adopted November 1, 2014).

Hays County reserves the right to refuse or reject any materials that do not meet the requirements of the specifications. Any materials refused or rejected based on non-conformance with the specifications shall be removed at no cost to the County.

Where discrepancies occur between the technical specifications, the following Descending order of priority shall govern: (1) special conditions, (2) special Provisions to special specifications, (3) special specifications, (4) special Provisions, and (5) standard specifications.

All specifications and special provisions applicable to this project are identified in Appendix A.

GENERAL NOTES: Refer to Attachment B: Construction Plans for General Notes

#### D. Qualifications

**RESPONSIBILITY:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the 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
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.

**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.

**SYSTEM FOR AWARD MANAGEMENT:** Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

**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.

**COMPLIANCE WITH LAWS:** The successful bidder 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 bid.

**INSURANCE:** The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin. 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.

**E. Mandatory Schedule Rates and Prices (Attachment A) & Bid Form (Appendix C)**

Respondent must provide its total bid amount by completing the mandatory Schedule Rates and Prices form included as Attachment A: Schedule Rates and Prices, as well as the mandatory Bid Form included as Appendix C.

**ESTIMATED QUANTITIES:** If the Bid schedule herein contains estimated quantities, this provision is applicable. The quantities listed for each of the items in the bid schedule are only estimated quantities. Contractors are required to bid a firm unit cost for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail and be considered as the amount of the bid.

**ALTERING BIDS:** Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWING OF BID:** A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

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.

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

#### **F. Submittal Requirements**

Vendor must deliver their bids to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Bids:

- One (1) original bid with required forms manually signed by the Vendor with original signatures
- One (1) digital copy of the full bid with all required forms on a thumb drive

Electronic Proposals:

- Upload bid with required forms manually signed by the Vendor. (through BidNet Direct)
- One (1) original bid with required forms manually signed by the Vendor, delivered to the Hays County Purchasing Office. Either the original or Electronic bid (through BidNet Direct) MUST be received by the due date and time to be considered responsive.
- [www.bidnetdirect.com/hayscounty](http://www.bidnetdirect.com/hayscounty)

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

#### **G. Award of Contract**

BASIS OF AWARD: The County reserves the right to award a contract for named project to a bidder on the basis of total low bid and/or the best value for the County. Bidders must bid on all items in order to be considered responsive. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total Price
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability
- Vendor's references

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid 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 bid will be sixty (60) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

If the bid is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

#### **H. Bond Requirements**

**BID BOND:** A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and in the form of a certified or cashier's check or bid bond issued by a surety company authorized to do business in Texas. Within Ten (10) days of award, it may be returned to you, if you are the unsuccessful offer. If you are the awardee, it shall be held until a Performance Bond is received as explained below.

**PERFORMANCE & PAYMENT BONDS:** Contractor shall furnish Performance and Payment Bonds to the County Purchasing Manager within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

#### **I. Warranty of Performance**

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. 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 IFB shall be governed by the laws of the State of Texas.

**LIQUIDATED DAMAGES FOR DELAYS:** If the work is not substantially complete **80 working days (4 months) from notice to proceed (NTP)** the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$750 (seven hundred fifty dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

**EXCUSABLE DELAYS:** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## IV. General Terms and Conditions for Solicitations

### Applicable To: Invitations for Bid (IFB)

#### 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 IFB.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
  - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
  - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

#### 4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:  
County Auditor  
712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
  - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
  - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
  - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.



## 12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

## 13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

## 14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective

action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the

contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

**25. FORFEITURE OF CONTRACT:**

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

**26. CONTRACTOR CLAIMS NOTIFICATION:**

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
  - i. The existence of the claim, or other action;
  - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
  - iii. The alleged basis of the claim, action or proceeding;
  - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
  - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

**27. CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System ([www.epls.gov](http://www.epls.gov)), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

**28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

**29. CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

### 30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

### 31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
  - i. The Schedule of Items/Services
  - ii. Terms and Conditions of Request for Proposals;
  - iii. General Provisions;
  - iv. Other provisions, whether incorporated by reference or otherwise; and
  - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.

- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

**32. MODIFICATIONS:**

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
  - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
  - ii. Method of shipment or packing.
  - iii. Place of deliveries.
  - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
  - v. Description of items to be provided.
  - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**33. PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County and submitted forty-five (45) days prior to contract renewal date.

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
  - b. Provide County a waiver of subrogation.
  - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
  - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
  - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00

Property Damage | \$1,000,000.00

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Commercial General Liability (Including Contractual Liability):

Bodily Injury (Each accident) | \$1,000,000.00

Property Damage | \$100,000.00

---

Excess Liability:

Umbrella Form | Not Required

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Labor Liability:

Worker's Compensation | Meeting Statutory  
Requirements

## V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

REFERENCE TWO
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_

REFERENCE THREE
-----------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

Email: \_\_\_\_\_



## VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2283.

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 10px;"></div> <p style="text-align: center;">Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <div style="padding: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> </div>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p>		
<p>Signature of vendor doing business with the governmental entity _____</p>		<p>Date _____</p>

## **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

---

Solicitation Number



## XII. Debarment and Licensing Certification

STATE OF \_\_\_\_\_ §

COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ on this the day of \_\_\_\_\_, 20\_\_\_\_, on behalf of said Firm.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
(if other than Texas, Write state in here \_\_\_\_\_)

My commission expires: \_\_\_\_\_

XIII. Vendor/Bidder’s Affirmation

- 1. 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.
- 2. 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.
- 3. 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 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

### Section A: Current Hays County Employee

Employee Name	Title
---------------	-------

### Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County
---------------	-------	--------------------------------

### Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title
---	-------

Name of Person Related	Title	Relationship
------------------------	-------	--------------

### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
<b>Person</b>	child or parent	grandchild, sister, brother or 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
<b>Person</b>	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.



## **Appendix A**

### **IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion**

#### **TECHNICAL SPECIFICATION LIST**

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Adopted November 1, 2014. For complete details of each item listed below visit the Texas Department of Transportation website: <https://www.txdot.gov/business/resources/txdot-specifications.html>

(txdot.gov > business > resources > standard TxDOT specifications for Construction and Maintenance of Highways, Streets and Bridges)

Standard Specifications as adopted, modified and currently amended by Hays County, Texas are incorporated into this project by reference.

- Item 1.00 – Excavation and Subgrade Preparation
- Item 2.00 – Utilities
- Item 3.00 – Flexible Base
- Item 4.00 – Prime Coat
- Item 6.00 – Hot Mix Asphaltic Concrete Pavement (HMACP)
- Item 7.00 – Reinforcing Steel
- Item 8.00 – Concrete for Structures

Specifications not included in Hays County standard specifications shall be as adopted, modified and currently amended by the City of Austin, Texas are incorporated into this project by reference; including, but not limited to:

- Item 102S – Clearing and Grubbing
- Item 104S – Removing Portland Cement Concrete
- Item 401S – Structural Excavation and Backfill
- Item 410S – Concrete Structures
- Item 411 – Surface Finishes for Concrete
- Item 430S – PC Concrete Curb and Gutter
- Item 431S – Machine Laid PC Concrete Curb and Gutter
- Item 508S – Miscellaneous Structures and Appurtenances
- Item 509S – Excavation Safety Systems
- Item 510S – Pipe
- Item 601S – Salvaging and Placing Topsoil
- Item 604S – Seeding for Erosion Control
- Item 642 – Silt Fence
- Item 700S – Mobilization
- Item 860S – Pavement Markings Paint

**Appendix B**  
**STANDARD FORM OF CONTRACT**  
**Hays County, Texas**

**STATE OF TEXAS**

**HAYS COUNTY**

**THIS STANDARD FORM OF CONTRACT** (the "Contract") is by and between **HAYS COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter called "County") and \_\_\_\_\_ (hereinafter called Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

**Article 1. Work**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project is generally described as follows:

Project No. **IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion**  
(Project Name)

**Article 2. Engineer of Record**

The Project has been designed by **Doucet**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

**Article 3. Contract Time**

The Work shall be Substantially Completed by **120 calendar days from notice to proceed (NTP)** (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

**Article 4. Contract Price**

County shall pay Contractor for completions of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.1 below (the "Contract Price")

- 4.1 For all Unit price Work, an amount equal to the sum of the established unit price for each separately identified item of the Unit Price Work times the estimated quantity if that item as indicated in the Bid Form Schedule of Rates and Prices. And as totaled below:

TOTAL OF ALL UNIT PRICES: (bid total) \$ \_\_\_\_\_  
(Written out bid total)

---

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer of Record.

**Article 5. Contractor's Representations**

In order to induce County to enter into this Contract, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which has been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.
- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing to conduct business in the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of the Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or bylaws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court of governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions

explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of the Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

#### **Article 6. Contract Documents**

The "Contract Documents", which comprise the entire agreement between Hays County and Contractor concerning the Work, consist of the following:

- 6.1 This Standard Form of Contract
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond – Omitted: not required
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 Standard Specifications
- 6.8 Special Provisions
- 6.9 Special Conditions
- 6.10 Technical Specifications
- 6.11 Plan Drawings
- 6.12 Addendum numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive
- 6.13 Contractor's Bid Form
- 6.14 Documentation submitted by Contractor prior to Notice of Award
- 6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

#### **Article 7. Miscellaneous**

- 7.1 Terms used in this contract which are defined in the Standard Specifications will have the meanings included in the Standard Specifications.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention if the stricken position.
- 7.5 Each Party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connections with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however its choice of law rules.
- 7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Contract 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.
- 7.9 Each party to the Contract, 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.

7.10 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.

7.11 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 the 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.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed, or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and Contract Documents represent the entire and integrates agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIES, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the "Effective Date" of the Contract)

COUNTY \_\_\_\_\_ CONTRACTOR \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: Rueben Becerra, Printed Name: \_\_\_\_\_

Title: Hays County Judge Title: \_\_\_\_\_

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
Dr. Elaine H. Cardenas, County Clerk

Attest: \_\_\_\_\_

## Appendix C

### BID FORM

#### **PROJECT IDENTIFICATION**

Project No. IFB 2023-B07

#### **THIS BID IS SUBMITTED TO:**

Electronically: BidNet Direct: [www.bidnetdirect.com//hayscounty](http://www.bidnetdirect.com//hayscounty)

#### **Manually:**

Hays County Purchasing Department  
Attn: Stephanie Hunt  
712 South Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

All Bids will be considered non-responsive if the following forms are not signed and submitted with the Bid.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. **The work will be substantially completed by 120 calendar days from notice to proceed (NTP).**

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

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Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON \_\_\_\_\_, 20\_\_\_\_.

State Contractor License Number \_\_\_\_\_

IF BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)

(Individual's Name)

\_\_\_\_\_  
(Signature)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)

(Firm Name)

\_\_\_\_\_  
(General Partner)

\_\_\_\_\_  
(Signature)

Business address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_



A Corporation

By \_\_\_\_\_ (SEAL)  
(Corporate Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_ (SEAL)  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Signature)

(Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

Business Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Qualification to Do Business is \_\_\_\_\_

### A Joint Venture

By \_\_\_\_\_ (Name) \_\_\_\_\_ (SEAL)

(Address)

(Signature)

By \_\_\_\_\_ (SEAL)  
(Name)

(Address)

(Signature)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

(Each joint venturer must sign. The manner for signing for everyone, partnership, and corporation that is a party to the joint venture should be in the manner above.)

## Appendix D

### Special Conditions

#### I. County

Hays County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

Purchasing Department  
Hays County  
712 South Stagecoach Trl, Ste 1071  
San Marcos, TX 78666

County Engineer  
Hays County  
2171 Yarrington Road  
San Marcos, TX 78667

#### II. The Construction Inspector

To Be Determined is the "Construction Inspector" referred to herein and in the Contract Documents. The Construction Inspector will be responsible for performing construction engineering and inspection services on the Project.

#### III. Engineer of Record

DOUCET ENGINEERS is the County's design professional, who shall provide professional engineering services as defined in the Texas Government Code Chapter 2254, Subchapter A, and referred to as the "Engineer of Record" in Article 2 of the "Standard Form of Contract" contained in the Contract Documents. Nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer of Record and the Contractor.

#### IV. Insurance

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under the Contract Documents, in compliance with the following:

Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the Agreement and prior to Final Completion, the Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the County. Certificates of each policy shall be delivered to the County before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the County. Prior to the effective date of cancellation, Contractor must deliver to the County a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated herein. Coverage shall be of the following types and not less than the specified amounts:

- (a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability

insurance of not less than \$500,000 for each accident, \$500,000 disease--each employee,  
\$500,000 disease-policy limit.

- (b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	\$1,000,000
Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$600,000
Each Occurrence	\$600,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with County.

- (c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. County and Project Engineer shall be named as additional insured.

#### Policy Endorsements and Special Conditions

- (a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
- (1) name the County, the Program Manager/GEC, the County's Representatives, the Construction Inspector and the Engineer of Record as an additional insureds to all applicable coverage;
  - (2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.

- (3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
  - (4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
  - (5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
  - (6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- (b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
- (1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
  - (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
  - (3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (c) Contractor agrees to the following:
- (1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;
  - (2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;
  - (3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and
  - (4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under the Contract Documents may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The Contractor shall furnish the County with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by the Contract Documents.

**V. Record ("As-Built") Drawings**

The Contractor shall mark all changes and revisions on all of its copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to Final Acceptance and Payment, the Contractor shall submit to the Construction Inspector one set of its working drawings, dated and signed by the Contractor and its project superintendent and labeled as "As-Built", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including, but not limited to valves, fire hydrants and manholes. These as- built drawings shall be forwarded to the GEC and then to the County and become the property of the County. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

**VI. Limit of Financial Resources**

The County has a limited amount of financial resources committed to this Project; therefore, it shall be understood by Contractor that the County may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of the Project, the County reserves the right to omit any work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

**VII. Limits of Work and Payment**

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Inspector.

**VIII. State Sales Tax**

On a contract awarded by a governmental entity for the construction of a publicly owned improvement in a street right-of-way or other easement which has been dedicated to the public and to the Organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, the Contractor can probably be exempted in the following manner:

The Contractor may buy tax-free any materials incorporated into the project by issuing a resale certificate in lieu of paying the sales tax at the time of purchase. The Contractor may then accept an exemption certificate from the City for the materials.

Even with a separated contract, the rental of equipment and the purchase of items which do not ultimately become part of the physical structure will still be subject to state and local sales taxes.

**IX. Completion of Work on Time**

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and

uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of the Contract, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Specification 000-HC01 per calendar day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **30** working days. This separate time period shall be for completion of the Punch List, as set forth in Technical Specification 5L.12 Final Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth in Technical Specification 8L.7 Default of Contract. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

**X. Layout and Construction Stakes**

All construction staking shall be performed by the Contractor at the Contractor's expense.

The Contractor shall coordinate with design engineer to identify all necessary elements for station development as well as identify the trees, shrubs, and grass areas designated to remain within the construction limits to prevent damage to these items.

**XI. Safety**

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

**XII. Maintenance Bond Term & Amount - OMITTED**

No Maintenance Bond is required.

**XIII. Safety Restrictions - Work Near High Voltage Lines**

The following procedures shall be followed for work near high voltage lines on the Project.

- (a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".
- (b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.
- (c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the

contractor. The contractor shall maintain an accurate log of all such calls to the electric company.

- (d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

#### **XIV. Erosion Control**

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the Project construction. Upon completion of construction and before the Construction Inspector issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Inspector shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas



**XV. Discovery of Hazardous Materials**

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

**XVI. Submittals – Certificate of Compliance**

The Contractor shall submit to the Construction Inspector a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

**XVII. Unavailability of Materials**

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

**XVIII. Traffic Control**

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

The Contractor shall coordinate with other contractors working in the area.

**XIX. Temporary Traffic Handling Devices**

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in

accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Inspector.

The Construction Inspector shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

**XX. Roadway Signs**

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

**XXI. Project Signs**

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering to include: Hays County / TxDOT Partnership Program with the Hays County Seal, the Project's name, and a brief description relating to the estimated date of completion, contact phone number, website address and the appropriate Hays County Commissioner's name and precinct number. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling". Proofs of sign shall be submitted to the Inspector for approval prior to fabrication.

**XXII. Permits**

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404 permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

**XXIII. Landscape Restoration**

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

**XXIV. Existing Fencing**

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

**XXV. Easements**

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

**XXVI. Limits of Contractor's Operation**

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

**XXVII. Maintenance of Pedestrian Walkways**

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

**XXVIII. Spoil**

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Inspector. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

**XXIX. Materials Testing**

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Inspector in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A. The cost of such tests will be incurred by the County and coordinated by the Construction Inspector through funds made available to the Construction Inspector under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Inspector shall furnish for review by the GEC, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization necessary to produce an end product which complies with the contract documents. The Inspector will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of inspection staffing, materials handling and construction procedures, calibration and maintenance of equipment, production process control, and testing deemed necessary to assure quality as specified by the Contract Documents.

**XXX. Pre-Construction Conference**

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

**XXXI. Weight Tickets**

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

**XXXII. Confined Space Entry Program**

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

**XXXIII. Tree and Plant Protection**

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Inspector, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above existing grade level to determine cross section area in square inches. Assessment for damage will be \$27.00 per square inch.

Shrubs and Grass Areas: An initial fine of \$1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of \$8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Inspector shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

- (1) Compaction of root area by equipment, vehicles or material storage;
- (2) Trunk damage by moving equipment material storage, nailing or bolting;
- (3) Strangling by tying ropes or guy wires to trunks or large branches;
- (4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
- (5) Cutting of roots by excavating or ditching;
- (6) Damage of branches by improper pruning;
- (7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
- (8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
- (9) Do not cut roots 1-1/2" in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

- (1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
- (2) Pruning will be performed by County.

#### **XXXIV. Prosecution and Progress**

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

- (1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
- (2) Assure coordination of the efforts of the Contractor, County, Program Manager/GEC, Construction Inspector, utilities and others that may be involved in the Project;
- (3) Assist the Contractor, County, Program Manager/GEC and Construction Inspector in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
- (4) Assist the County, Program Manager/GEC and Construction Inspector in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

**Type B Schedule:**

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). The Contractor shall create and maintain the schedule using the latest version, at the time of the award of the Project, of Primavera System, Inc. Primavera Project Planner or Suretrak Project Scheduler computer scheduling software, except when a general note requires otherwise. Microsoft Project will not be acceptable. No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

- (1) **Personnel.** The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Inspector or Program Manager/GEC.
- (2) **Schedule.** The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the County, Program Manager/GEC, or Construction Inspector; concise description of the Work represented by the activity; and activity durations in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager/GEC or Construction Inspector. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type. If allowed and if the

Contractor chooses to use Suretrak Project Manager to create the schedule, the Contractor shall not use the independent activity type. This would cause the schedule to be incompatible with Primavera Project Planner.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

“Total float” is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project’s completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule on diskette or CD-ROM.

The schedule shall encompass the time from the start of the Contract Time to the Project’s Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

- (3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Inspector or County authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

- (4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project Schedule update shall be submitted on the first working day of each month. The Contractor shall meet with the Construction Inspector or County authorized personnel each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:
  - a) Electronic copy of the updated schedule including revisions and changes on diskette or CD-ROM or other storage media.
  - b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.
- (5) Project Schedule Revisions. If the Contractor desires to make major changes in the Project Schedule, the Contractor shall notify the County or Construction Inspector in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Inspector.

Major changes are hereby defined as those that may affect compliance with the requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

- (6) Time Impact Analysis. The Contractor shall notify the County or Construction Inspector when an impact may justify an extension of Contract Time or



adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Inspector by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted, and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Inspector a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Inspector the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Inspector may require Step 1 and Step 2 of the time impact analysis be submitted

at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Inspector or Program Manager/GEC shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

**XXXV. Sanitary Provisions**

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

**XXXVI. Work Near Railroads**

**(A) General.**

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

**(B) Temporary Crossings.**

If a temporary crossing is needed, obtain permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic. Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor's expense.

**XXXVII. Clearance of Right of Way and Utilities**

The acquisition of right-of-way was not required for this project. All utility adjustments will be completed prior to letting for this project.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Sheriff Gary Cutler

**Sponsor:**

Commissioner Ingalsbe

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**Agenda Item**

Approve and execute the Sheriff's Office Equitable Sharing and Agreement Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program. **INGALSBE/CUTLER**

**Summary**

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**Attachments**

FY 2022 Equitable Sharing Agreement and Certification



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** TX1050000  
**Agency Name:** Hays County Sheriff's Office  
**Mailing Address:** 810 South Stagecoach Trail  
San Marcos, TX 78666

**Type:** Sheriff's Office

**Agency Finance Contact**

**Name:** Faulkner, Yvette

**Phone:** 512-393-7890

**Email:** yvette.faulkner@co.hays.tx.us

**Jurisdiction Finance Contact**

**Name:** Villarreal-Alonzo, Marisol

**Phone:** 512-393-2283

**Email:** marisol.alonzo@co.hays.tx.us

**ESAC Preparer**

**Name:** Faulkner, Yvette

**Phone:** 512-393-7890

**Email:** yvette.faulkner@co.hays.tx.us

**FY End Date:** 09/30/2022

**Agency FY 2023 Budget:** \$58,379,682.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$36,441.72	\$17,411.26
2	Equitable Sharing Funds Received	\$68,075.34	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$68,075.34	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$169.95	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$104,347.11	\$17,411.26

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$169.95	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$169.95	\$0.00

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor**

**Name:** Janet Pitman  
**Company:** ABIP CPA  
**Phone:** 210-341-2581

**Email:** jpitman@abipcpa.com

**Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.**

YES ☒ NO ☐ THRESHOLD NOT MET ☐

**Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 930411**

# Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The



Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

### Agency Head

Name: Cutler, Gary

Title: Sheriff

Email: gary.cutler@co.hays.tx.us

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Becerra, Ruben

Title: County Judge

Email: judge.becerra@co.hays.tx.us

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

Requested By:

Sponsor:

Judge Becerra

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**Agenda Item:**

Authorize the County Auditor to process necessary expenditures related to incoming Elected Officials following Texas Local Government Code and Hays County Policies & Procedures. **BECERRA**

**Summary:**

Pursuant to Texas Local Government Code 152.907, the Commissioners Court of a county may authorize payment of reasonable continuing education expenses incurred by a county or precinct officer if the expenses are related to the officer's official duties, including expenses incurred by the officer between the general election at which the officer is elected and the beginning of the officer's term of office.

The County Auditor requests approval to process payments related to incoming elected officials for required continuing education. Additionally, essential items necessary to ensure a seamless transition may be required such as officials bonds or seals. Also, a signature chip for the County Treasurer will need to be ordered prior to January 1 in order to allow time for shipping and installation for required dual signature on all county payments.

**Fiscal Impact:**

Amount Requested: TBD

Line Item Number: Multiple Elected Officials offices

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?:

Comments: Additional funds may be required in order to meet the required needs for each elected official's office. A budget amendment may be presented at a later date once all costs are identified.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: TBD at time of expense

New Revenue Y/N?: N/A

Comments:

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Judge Beth Smith

**Sponsor:**

Commissioner Jones

**Co-Sponsor:**

Commissioner Smith

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**Agenda Item:**

Authroize the Information Technology Department to purchase one new Dell Latitude 5530 Laptop valued at \$1,370.97 for the Justice of the Peace, Pct. 2 Office utilizing the JP Technology Fund and amend the budget accordingly. **JONES/SMITH/B.SMITH**

**Summary:**

The JP 2 Judge is requesting a secondary laptop in order to allow for remote work to process warrants and other duties needed after hours. Funds are available within the JP Technology Fund for this purchase.

**Fiscal Impact:**

Amount Requested: \$1,370.97

Line Item Number: 112-627-00.5202/.5712\_400

**Budget Office:**

Source of Funds: Justice Court Technology Fund

Budget Amendment Required Y/N?: Yes

Comments: Funds are available within this special revenue fund and will be moved to the appropriate line item for the equipment purchase.

\$1,329 - Increase JP2 Computer Equipment\_Operating 112-627-00.5712\_400 (laptop only)

(\$1,329) - Decrease Non-Departmental Data Supplies 112-000-00.5202

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Computer Equipment Operating Expense

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Dell Quote



## A quote for your consideration

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

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

<b>Quote No.</b>	<b>3000136996235.1</b>	<b>Sales Rep</b>	Michael Harden
<b>Total</b>	<b>\$1,370.97</b>	<b>Phone</b>	(800) 456-3355, 80000
Customer #	9657350	<b>Email</b>	Michael_Harden@Dell.com
Quoted On	Nov. 16, 2022	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Dec. 16, 2022		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	23048855		

### Message from your Sales Rep

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

Regards,  
Michael Harden

### Shipping Group

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

Product	Unit Price	Quantity	Subtotal
Targus Citylite Laptop Case	\$42.23	1	\$42.23
Dell Latitude 5530	\$1,328.74	1	\$1,328.74

---

<b>Subtotal:</b>	<b>\$1,370.97</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$1,370.97</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$1,370.97</b>
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## Shipping Group Details

### Shipping To

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

### Shipping Method

Standard Delivery

### Targus Citylite Laptop Case

Estimated delivery if purchased today:

Nov. 27, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Quantity	Subtotal
1	\$42.23

### Description

### SKU

### Unit Price

### Quantity

### Subtotal

Targus Citylite Laptop Case

A0372709

-

1

-

### Quantity

### Subtotal

### Dell Latitude 5530

\$1,328.74

1

\$1,328.74

Estimated delivery if purchased today:

Nov. 21, 2022

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

### Description

### SKU

### Unit Price

### Quantity

### Subtotal

Dell Latitude 5530 BTX Base

210-BDJK

-

1

-

12th Generation Intel vPro Essentials with Intel Core i7-1255U (10 Core, 12 MB Cache, 12 Threads, up to 4.70 GHz)

379-BETV

-

1

-

Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish

619-AQMP

-

1

-

No Microsoft Office License Included

658-BCSB

-

1

-

Assembly Base

338-CDKI

-

1

-

i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt

338-CDNB

-

1

-

Intel ME disabled

631-ADFG

-

1

-

16GB, 2x8GB, DDR4 Non-ECC

370-AFVQ

-

1

-

M.2 256GB PCIe NVMe Class 35 Solid State Drive

400-BNKW

-

1

-

15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, FHD IR Camera, WWAN

391-BGML

-

1

-

Single Pointing Backlit English US Keyboard with numeric keypad

583-BHBG

-

1

-

Wireless Intel AX211 WLAN Driver

555-BHKF

-

1

-

Intel AX211 Wi-Fi 6e 2x2 AX+ with Bluetooth 5.2

555-BHHU

-

1

-

58WHR, 4 Cell Battery Express Charge Capable

451-BCWY

-

1

-

65W Type-C Adapter

492-BDGC

-

1

-

Single Pointing, Smart Card Reader, Finger Print Reader, Thunderbolt 4

346-BHSX

-

1

-

E4 Power Cord 1M for US

537-BBDO

-

1

-

[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide

340-CYGF

-

1

-

ENERGY STAR Qualified

387-BBPW

-

1

-

Fixed Hardware Configuration

998-FNQH

-

1

-

SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
Packaging BTS 65W Adapter + ADL CPU	340-CYVL	-	1	-
POD Label	389-EDJB	-	1	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-

<b>Subtotal:</b>	<b>\$1,370.97</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$1,370.97</b>

## Important Notes

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### Terms of Sale

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

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

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

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

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

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

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

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

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

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Marcus Pacheco

**Sponsor:**

Commissioner Shell

---

**Agenda Item:**

Approve out of state travel for Development Manager, Michael Berlad, to attend the MyGovernmentOnline National Conference on December 13th - December 15th 2022 in New Orleans, Louisiana. **SHELL/PACHECO**

**Summary:**

Out-of-state travel is needed to send Michael Berlad to the MyGovernmentOnline (MGO) National Conference on December 13 -- 15, 2022 in New Orleans, Louisiana. The MGO software is currently used by three departments for various plan review & permits required by the County. By attending the conference, Mr. Berlad will be able to enhance his understanding of best management practices, new software updates & functionality, software automation, receive hands-on training from MGO staff, and work alongside other jurisdictions. Funding for travel expenses including, hotel, mileage or airfare, and meal per diem will be paid for out of the Development Services Continuing Education Fund.

**Fiscal Impact:**

Amount Requested: TBD

Line Item Number: 001-657-00.5551

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: TBD

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

New Revenue Y/N?: N/A

Comments:

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Judge Becerra

---

**Agenda Item:**

Authorize the purchase of additional Christmas Lights for the Historic Courthouse grounds not to exceed \$5,000.00 and amend the budget accordingly. **BECERRA**

**Summary:**

The County Judge's Office has received a request to add additional Christmas Lights to the historic courthouse grounds for the following:

Green Lights will be added to trees in Quadrant 3 for those celebrating Kwanzaa  
Blue Lights will be added to trees in Quadrant 4 for those celebrating Hanukkah

**Fiscal Impact:**

Amount Requested: \$5,000 NTE

Line Item Number: 121-752-00.5201

**Budget Office:**

Source of Funds: Tobacco Settlement Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential Funding Source.

\$5,000 - Increase General Supplies 121-752-00.5201

(\$5,000) - Decrease Contract Services 121-752-00.5448

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: TBD

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

New Revenue Y/N?: N/A

Comments:

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

Requested By:

Pacheco / Kennedy

Sponsor:

Commissioner Smith

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#### Agenda Item

Authorize the County Judge to execute an Amended and Restated Development Agreement between Hays County and Half-Ton, LLC, originally approved by the Hays County Commissioners Court on July 13, 2021. **SMITH**

#### Summary

The Parties have agreed to clarify that, while Developer has some vested rights and entitlements associated with the project, the exemption of the project from subdivision platting does not also exempt it from other permitting issues.

---

#### Attachments

Amended D.A.

## AMENDED AND RESTATED DEVELOPMENT AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This Amended and Restated Development Agreement for (the "Agreement") is hereby executed on this the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") between Hays County, a political subdivision of the State of Texas (the "County"), and Half-Ton, LLC (the "Owner"). County and Owner are sometimes hereinafter collectively referred to as "the Parties".

1. The Owner owns approximately 11.98 acres of land described on **Exhibit "A"** (The "Property") and desires to develop a condominium regime (The "Regime") on the property.
2. The Property is located within Hays County, Texas.
3. The Property has not been platted in accordance with the applicable laws of Hays County, Texas, and it is the desire of Owner to leave the property unplatted.
4. The Owner and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway system, drainage improvements, septic system, and other common elements as required (The "Improvements") as described in the concept plan. The County wishes to ensure all the private improvements are completed properly and maintained appropriately.
5. The Owner desires to pursue commercial project containing up to eighty (80) units. The Owner may develop the Property in phases, which may include the condominium form of ownership, being divided into units and common elements. A concept plan of such proposed development is attached hereto as **Exhibit "B"**, which Owner agrees shall guide development of the Property. Once the proposed Condominium Regime is recorded, this agreement shall transfer to the newly formed Regime. Owner agrees to provide Hays County Development Services with a file-stamped copy of the recorded Regime, as well as a file-stamped copy of any future amendments to the Regime.
6. Subject to and in consideration of Owner's agreement to the terms in this Agreement, the County hereby grants the Owner a conditional exemption from the requirement to prepare, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.
7. The County confirms that:
  - (i) the importance to the Owner of having certainty and predictability of development regulations while planning a project that will need to be developed over a several year period. Likewise, Owner recognizes the the County's need over time to modify its existing development regulations in response to the requirements of a growing county. As a result, Owner shall have statutory authority to develop the Property in accordance

with the terms of this Agreement. Owner shall be deemed vested (and rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement. This Agreement shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the Texas Local Government Code. To the extent any such standard or other criteria specified in this Agreement are in conflict with any other current or future regulations of the County or any other County regulations, policies, or requirements, this Agreement shall govern.

- (ii) A Condominium Regime is sufficient for a condominium form of ownership on the Property, provided the Property complies with the Uniform Condominium Act (see Chapter 82 of the Texas Property Code).

8. Owner will provide water utility services in the form of a public water supply permitted through the State \_\_\_\_\_. Wastewater services shall be provided via an On-Site Septic Facility ("OSSF"), permitted through the County. For reference, the current conceptual design of the OSSF is attached hereto as Exhibit "B", each Unit will be served by a private on-site sewage facility serving the Unit (each, a "Wastewater System"). The Wastewater System shall be constructed in accordance with applicable law, including the TCEQ and Hays County, Texas rules and regulations and Texas Administrative Code, Title 30, Chapter 285. It is hereby agreed that all water, wastewater, water quality, drainage and detention facilities, and ponds which serve the Property will be maintained privately by the condominium association in accordance with applicable law.

9. If the Owner makes any substantial modifications to the Concept Plan in Exhibit "B", the County may require the Owner to either amend this Agreement or enter into an additional or supplemental Agreement.

10. If Hays County determines that Owner is in default of its obligations under this agreement, it shall provide written notice of such default, with detail regarding the basis for default, to Owner, providing Owner at least ten (10) business days to cure such default. If Owner has not cured default within ten (10) business days, or any longer period provided by the County, then the County may provide notice of termination of this Agreement, revoke the waiver provided under this Agreement, and assert County authority provided by federal, state, and local laws, including its Development Regulations that were in place on the Effective Date of this Agreement.

11. Notices shall be provided by the Parties to the respective addresses below. Valid notice, under this Agreement, includes written communications by U.S. Mail or, if accepted by the Party being noticed, by email.

To the County: Marcus Pacheco (or successor)

Director of Development Services

2171 Yarrington Road, Suite 100

Kyle, TX 78640

Email: *marcus.pacheco@co.hays.tx.us*

To Owner:       Half-Ton, LLC  
                      1450 Hwy 290 #69  
                      Dripping Springs, Tx 78620

12.   This Agreement shall commence and bind the Parties of the Effective Date and continue until a date which is thirty-five (35) years after the Effective Date, unless sooner terminated by express written agreement executed by both Parties.

This Amended and Restated Development Agreement is hereby Agreed and Executed to be effective on the Effective Date described in the first paragraph hereof and replaces in its entirety the Development Agreement dated February 12, 2022.

COUNTY:

Hays County, Texas

By: \_\_\_\_\_  
      Ruben Becerra  
      Hays County Judge

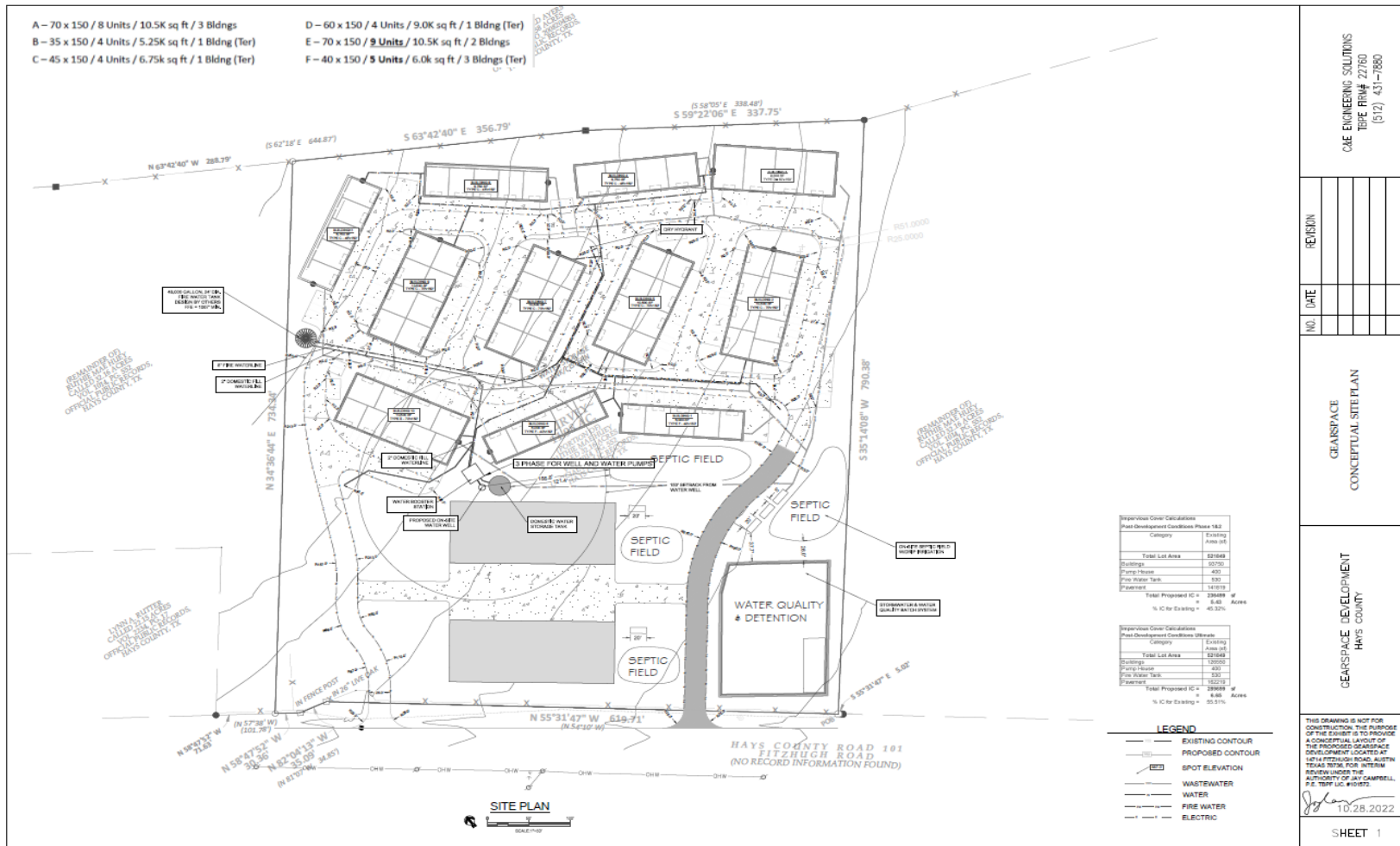
ATTEST: \_\_\_\_\_  
          Elaine Cardenas, MBA, PhD  
          Hays County Clerk

OWNER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"  
Metes and Bounds / Survey

EXHIBIT “B”  
Concept Plan of Proposed Improvement









## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jeff McGill

**Sponsor:**

Commissioner Shell

---

**Agenda Item:**

Authorize the Information Technology Department to accept one UltraSharp 34" Curved USB-C Hub Monitor from Dell Technologies as part of their Seed Program and amend the budget accordingly. **SHELL/McGILL**

**Summary:**

The IT Department has been asked to participate in the Dell Seed Program to test a 34" Hub Monitor. The monitor will be placed in the IT Departments inventory for testing and the Director will provide feedback to the vendor.

**Fiscal Impact:**

Amount Requested: None

Line Item Number: 001-680-00.4610/.5712\_400

**Budget Office:**

Source of Funds: Donated Equipment

Budget Amendment Required Y/N?: Yes

Comments: Amend budget to record value of donated monitor.

(\$919) - Increase Contributions 001-680-00.4610

\$919 - Increase Computer Equipment\_Operating 001-680-00.5712\_400

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Contributions and Computer Equipment Operating

New Revenue Y/N?: Yes, \$919 value of donated equipment

Comments:

---

**Attachments**

Dell Seed Program

Dell Monitor Quote

**Marva Pearce**

---

**From:** eval@evaluation.dell.com  
**Sent:** Wednesday, November 9, 2022 2:44 PM  
**To:** Marva Pearce  
**Subject:** You are invited by Dell (1041)



## Welcome to Dell's Seed program!

Invitation

Registration

Evaluation

Provide  
Feedback

THIS OFFER EXPIRES IN 30 DAYS. REGISTER NOW.

DEAR MARVA PEARCE,

We're delighted to invite you to join our **Seed Unit** program.

The **Seed** program enables selected customers to test our products without buying them.

In return we ask you to provide some honest feedback.

At the end of the promotion we will send you an email asking what you think of the **Seed Unit**. Your comment will help us develop our products and improve our business.

### Your Seed Unit Info:

**Product Type:** Monitors

**Product Description:** U3421WE - Dell UltraSharp 34 Curved USB-C Hub Monitor



### Register Now

The sooner you register, the faster we can start your **Seed Unit** promotion, so please register immediately at <https://contactdell.com/> using these credentials:

**Last Name:** PEARCE

**PIN#:** 81a11387544

### THINGS YOU NEED TO KNOW

- We cannot deliver your Seed Unit product until you've completed registration
- At the end of the promotion we ask you report back with truthful feedback
- Customer accounts are not eligible for Seed Unit promotions while on credit hold

- Thanks for participating in Dell's evaluation program. Please reach out to your Dell Account team for further pricing information
- Full terms and conditions are listed on the registration form - please read them in detail

#### RESOURCES FOR YOUR EVALUATION UNIT

The following links can assist with set up and performance of your evaluation unit. These can be utilized by all Dell customers, so feel free to explore and forward to others who are participating in the evaluation process.

- Visit [Dell.com/Support](https://Dell.com/Support) to download the latest drivers & updates, contact technical support, and view more information on your product.
- Those developing images for testing may visit [Dell.com/Command](https://Dell.com/Command) to access Dell's industry leading Client Systems Management tools to streamline deployment, configuration, monitoring, and updating systems.

**Hurry! This offer expires 30 days after this e-mail is sent.**

[Change Email Preferences](#)

Dell respects your privacy. Please visit our [Privacy Policy](#) for more information.

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Dell Inc. is located at One Dell Way, Mailstop 8056, Round Rock, TX 78682.



# Packing Slip

This is not an invoice

www.dell.com  
www.support.dell.com

HAYS COUNTY - AUDITORS  
**Sold To:** ACCOUNTS PAYABLE  
712 S STAGECOACH TRL STE 1071  
  
SAN MARCOS, TX 78666-6247  
5123932273

HAYS COUNTY - AUDITORS  
**Ship To:** MARVA PEARCE  
712 S STAGECOACH TRL STE 1206  
HAYS COUNTY ESD #3  
SAN MARCOS, TX 78666-6250  
5123932845

Customer Number	Customer PO Reference	Salesperson	Order Number
9657350	 SS1387544	MICHAEL_HARDEN	 558447783
Order Date	Date Printed	Ship Via	Tracking/Bill of Lading Number
2022-11-10	2022-11-10	FEDG	SEE BELOW

Delivery Terms:

## IN THIS SHIPMENT:

Box	Ship Qty	Tracking Number	Item Number	Item Description	Service Tag
1	1	615547081689	210-AXQS	Dell UltraSharp 34 Curved USB-C Hub Monitor - U342	CTRH753

Your items may ship separately to allow for faster service. (Non-Direct Orders)/This completes your order. (Direct Orders)

Total Wgt.	Total Boxes	Receiver Name	Receiver Signature	Date	Remarks
35.20000	1				



## A quote for your consideration

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

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

<b>Quote No.</b>	<b>3000136997032.1</b>	<b>Sales Rep</b>	Michael Harden
<b>Total</b>	<b>\$918.99</b>	<b>Phone</b>	(800) 456-3355, 80000
Customer #	9657350	<b>Email</b>	Michael_Harden@Dell.com
PO Number	SS1387544	<b>Billing To</b>	ACCOUNTS PAYABLE
Quoted On	Nov. 16, 2022		HAYS COUNTY - AUDITORS
Expires by	Dec. 16, 2022		712 S STAGECOACH TRL STE 1071
Contract Name	Standard governing terms		SAN MARCOS, TX 78666-6247
	in Supplier's quote		
Contract Code	C000000006563		
Deal ID	23048855		

### Message from your Sales Rep

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

Regards,  
Michael Harden

### Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 HAYS COUNTY ESD #3 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell UltraSharp 34 Curved USB-C Hub Monitor - U3421WE, 86.72cm (34.14"), Spkr	\$918.99	1	\$918.99

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<b>Subtotal:</b>	<b>\$918.99</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$918.99</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$918.99</b>
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Shipping Group Details

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 HAYS COUNTY ESD #3 SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

		Quantity	Subtotal
Dell UltraSharp 34 Curved USB-C Hub Monitor - U3421WE, 86.72cm (34.14"), Spkr	\$918.99	1	\$918.99
Estimated delivery if purchased today: Nov. 21, 2022 Contract # C000000006563			

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 34 Curved USB-C Hub Monitor - U3421WE, 86.72cm (34.14"), Spkr	210-AXQS	-	1	-
Dell Limited Hardware Warranty	844-1966	-	1	-
ProSupport 7x24 Technical Support and Assistance 3 Years	844-1979	-	1	-
ProSupport Advanced Exchange Service 3 Years	844-1987	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	1	-

Subtotal:	\$918.99
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$918.99



## Important Notes

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### Terms of Sale

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

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

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

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

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

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

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

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

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

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Ingalsbe

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and BGE, Inc. to perform a corridor study regarding the possible extension of William Pettus Road from Hwy. 21 west to FM 110 in Precinct 1. **INGALSBE/BORCHERDING**

**Summary:**

The court selected BGE as the most qualified firm to perform a corridor study of Yarrington Road from SH 21 west to IH 35 on August 17, 2021, and staff has negotiated the Professional Services Agreement and scope of work presented. This study is in conjunction with a planning effort by Caldwell County to create a connection from SH 142 in Caldwell County west to Hwy 21 and IH 35. Since that selection was made, Caldwell County has refined its plan to connect SH 142 to William Pettus Road's terminus at SH 21. This Professional Services Agreement will study several alternatives to take this new regional transportation project from SH 21 west to FM 110. Besides alternatives analysis, this PSA will include preliminary engineering, schematic development, public involvement and NEPA compliance.

**Fiscal Impact:**

Amount Requested: \$1,000,000.00

Line Item Number: 020-710-00.5448\_008

**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, RFQ 2021- Q01 Professional Engineering Services

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

New Revenue Y/N?: N/A

Comments:

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**Attachments**

PSA

Project Map



**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 million dollars (\$1,000,000.00)** (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:

Hays County Engineer  
Jerry Borcharding, PE  
2171 Yarrington Rd.  
Kyle, TX 78640

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

**Eric Busker, PE**  
**BGE, Inc.**  
**1701 Directors Blvd, Suite 1000**  
**Austin**, **Texas** **78744**

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

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

and to:                               Office of General Counsel  
  Hays County  
  111 E. San Antonio Street, Room 202  
  San Marcos, Texas 78666

Engineer: Erin Gonzales, PE  
BGE, Inc.  
1701 Directors Blvd, Suite 1000  
Austin, Texas 78744

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for

action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

**H. Gender, Number and Headings.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person

or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a “day” or “days” shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County’s payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County’s budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

### **ARTICLE 33**

#### **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator’s fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

### **ARTICLE 34**

#### **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:



**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or

supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

### **COUNTY**

HAYS COUNTY, TEXAS

By: \_\_\_\_\_  
Ruben Becerra, County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

### **ENGINEER**

**BGE, Inc.**

By Erin N. Gonzales

Printed Name: **Erin Gonzales, PE**

Title: **Director**

Date: **September 21, 2022**

## **LIST OF EXHIBITS ATTACHED**

- |                      |                           |
|----------------------|---------------------------|
| (1) <b>Exhibit A</b> | Debarment Certification   |
| (2) <b>Exhibit B</b> | Engineering Services      |
| (3) <b>Exhibit C</b> | Work Authorization        |
| (4) <b>Exhibit D</b> | Rate Schedule             |
| (5) <b>Exhibit E</b> | 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.

**BGE, Inc.**

\_\_\_\_\_  
Name of Firm

  
\_\_\_\_\_  
Signature of Certifying Official

**Erin Gonzales**

\_\_\_\_\_  
Printed Name of Certifying Official

**Vice President**

\_\_\_\_\_  
Title of Certifying Official

**September 21, 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 Erin N. Gonzales  
the Twenty-First of September 2022, on behalf of  
said firm.



[Signature]  
Notary Public in and for the  
State of Texas

My commission expires: Feb. 18/2026

## **EXHIBIT B**

### **ENGINEERING SERVICES**

**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**  
**FOR WILLIAM PETTUS RD EXTENSION**

**1. PROJECT DESCRIPTION**

The work to be performed by the ENGINEER under this work authorization shall consist of the corridor planning, preliminary and final schematic design, environmental coordination and supporting tasks to select a preferred William Pettus Rd Extension concept from FM 110 to SH 21 at the Hays/Caldwell County Line. This planned facility within Hays County will connect the existing William Pettus Rd. alignment at SH 21 to the future FM 110. The corridor limits will extend from FM 110 to SH 21, for an approximate length of 1.0 mile. The intent of this is to develop final schematics and complete NEPA environmental clearance for William Pettus Road Extension.

The ENGINEER shall also provide project management, environmental studies and clearance, public involvement, survey, geotechnical investigation, geometric design, cross-sections and preliminary cost estimates. The schematic will show up to 4 alternative routes with a PER (Preliminary Engineering Report) describing the preferred route and evaluation criteria for route selection.

Design Criteria

The ENGINEER will perform all work and prepare all deliverables in accordance with the applicable/current requirements of the TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions, the American Association of State Highway and Transportation Officials (AASHTO) Policy on the Geometric Design of Highways and Streets, 6th Edition, 2011 and the TxDOT Roadway Design Manual May 2022.

1. PLANNING/SCHEMATIC PHASE SERVICES:

- a. This phase of the project generally consists of preparing schematic and planning documents along with achieving NEPA environmental clearance. Services may include, but are not limited to:
- Environmental Evaluation
  - Right of Way Data /Utility Analysis
  - Roadway Design
  - Drainage
  - Signing, Pavement Marking, and Signalization
  - Miscellaneous
  - Project Management



## **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:

BGE, Inc.

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

COUNTY:

Hays County, Texas

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/21/2022

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).

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>	<b>CONTACT NAME:</b> <b>Stephanie Anguiano/Michelle W.</b> <b>PHONE (A/C, No, Ext):</b> <b>713 490-4600</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>stephanie.anguiano@usi.com</b>														
<b>INSURED</b> <b>Brown and Gay Engineers, Inc.</b> <b>DBA BGE, Inc.</b> <b>10777 Westheimer, Suite 400</b> <b>Houston, TX 77042</b>	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1433 478"><b>INSURER A : Continental Insurance Company</b></td> <td data-bbox="1433 451 1563 478"><b>35289</b></td> </tr> <tr> <td data-bbox="816 478 1433 506"><b>INSURER B : Transportation Insurance Company</b></td> <td data-bbox="1433 478 1563 506"><b>20494</b></td> </tr> <tr> <td data-bbox="816 506 1433 533"><b>INSURER C : Lexington Insurance Company</b></td> <td data-bbox="1433 506 1563 533"><b>19437</b></td> </tr> <tr> <td data-bbox="816 533 1433 560"><b>INSURER D : Valley Forge Insurance Company</b></td> <td data-bbox="1433 533 1563 560"><b>20508</b></td> </tr> <tr> <td data-bbox="816 560 1433 588"><b>INSURER E :</b></td> <td data-bbox="1433 560 1563 588"></td> </tr> <tr> <td data-bbox="816 588 1433 615"><b>INSURER F :</b></td> <td data-bbox="1433 588 1563 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Continental Insurance Company</b>	<b>35289</b>	<b>INSURER B : Transportation Insurance Company</b>	<b>20494</b>	<b>INSURER C : Lexington Insurance Company</b>	<b>19437</b>	<b>INSURER D : Valley Forge Insurance Company</b>	<b>20508</b>	<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D : Valley Forge Insurance Company</b>	<b>20508</b>														
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			<b>6075541416</b>	<b>12/31/2021</b>	<b>12/31/2022</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>D</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>6075541433</b>	<b>12/31/2021</b>	<b>12/31/2022</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION <b>\$10000</b>			<b>6075541464</b>	<b>12/31/2021</b>	<b>12/31/2022</b>	EACH OCCURRENCE <b>\$15,000,000</b> AGGREGATE <b>\$15,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>6075541447</b>	<b>12/31/2021</b>	<b>12/31/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>C</b>	<b>Professional Liability CLAIMS MADE</b>			<b>031565521</b>	<b>12/31/2021</b>	<b>12/31/2022</b>	<b>\$5,000,000 per claim</b> <b>\$10,000,000 annl aggr.</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Blanket Additional Insured on all policies (except Professional Liability and Workers Compensation), is provided to the Certificate Holder, when required by written contract or written agreement between the Named Insured and the Certificate Holder, but limited to the operations of the Named Insured per policy forms CNA75079XX 10/16, including completed operations (GL); CA2048 10/13 (Auto).**

(See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

**Hays County**  
**Attn: Vickie G. Dorsett**  
**712 S. Stagecoach Trail, Suite 1071**  
**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

*Stephanie Anguiano*

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## DESCRIPTIONS (Continued from Page 1)

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

The Umbrella Follows Form (CNA88301XX 08/17) to the underlying General, Auto and Employers Liability policies.

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

RE: Project: William Pettus Extension.



158

159

229

228

36

160



21  
TEXAS

229

1966

**CITY OF  
SAN MARCOS**

**CITY OF  
MAXWELL**

142  
TEXAS

238

123

1984

80  
TEXAS

240

**OLD BASTROP RD.**



246

**CITY OF  
MARTINDALE**

**SAN MARCOS HWY.**

107

William Pettus Rd Extension





## Hays County Commissioners Court

Date: 11/22/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Ingalsbe

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### Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 3 in the amount of \$31,000.00 to the Professional Services Agreement between Hays County and Doucet & Associates, Inc. for design services on the Old Bastrop Road project in Precinct 1, as part of the Hays County Road Bond Program; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**

### Summary:

The requested Contract Amendment increases the contract compensation cap by \$31,000.00, from \$530,000.00 to \$561,000.00. This will allow for the execution of Work Authorization #1 Supplemental #5 in the amount of \$35,018.53, which authorizes the modification of design plans for advertisement to accommodate two new roadway connections to Old Bastrop related to new developments in the area as well as extends the termination date to September 30, 2023.

### Fiscal Impact:

Amount Requested: \$31,000.00

Line Item Number: 035-801-96-522.5621\_700

### Budget Office:

Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)

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:

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### Attachments

OldBastrop-D&A-PSA Amendment #3



**CONTRACT AMENDMENT NO. 3**  
**TO**  
**HAYS COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**HAYS COUNTY ROAD BOND PROJECT:**  
**Old Bastrop Road (Centerpoint Rd to Rattler Rd)/CR 266 ("Project")**

THIS CONTRACT AMENDMENT NO. 3 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 Doucet & 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 February 13, 2018 (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 \$530,000.00; 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**

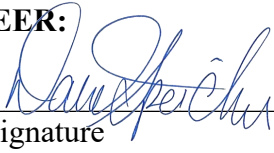
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$530,000.00 to \$561,000.00.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:   
Signature

David Speicher, PE, ENV SP

Printed Name

Regional Director, Transportation and Public Works

Title

11/09/2022

Date


**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
11/15/2022

**EXHIBIT D**

**Fee/Rate Schedule**

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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:** Jerry Borcharding, P.E., Transportation Director

**Sponsor:** Commissioner Shell

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Halff Associates, Inc. to provide right-of-way acquisition services for the RM 12 safety improvements near the intersection of Skyline Drive in Precinct 3. **SHELL/BORCHERDING**

**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 right-of-way (ROW) acquisition services to support the development of the project. Halff 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 \$59,995.00 to complete these services. Work Authorization #1 in the amount of \$59,995.00 will authorize ROW coordination services including negotiation, title and closing services on up to five (5) parcels, initial and update appraisal services, as well as condemnation support services.

Halff Associates, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2021-Q02 on July 27, 2021 Item 48. 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: \$59,995.00

Line Item Number: 020-710-00-777.5632\_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, RFQ 2021-Q02 Professional Right of Way Services

G/L Account Validated Y/N?: Yes, Right of Way Operating Expense

New Revenue Y/N?: N/A

Comments:

---

### Attachments

RM12atSkyline Mtn Crest (ROW) - Halff - Contract

RelatedPartyDisclosureForm-Halff

HB89Verification-Halff

Form1295-Halff

CodeOfEthics-Halff

CIQ-Questionnaire-Halff

**HAYS COUNTY**  
**CONTRACT FOR RIGHT OF WAY ACQUISITION**  
**SERVICES**

**FIRM:** Halff Associates, Inc. ("Contractor")  
**ADDRESS:** 1201 North Bowser Road, Richardson, TX 75081  
**PROJECT:** RM 12 at Skyline and Mountain Crest ("Project")

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

**THIS CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Contractor, and such Contract is for the purpose of contracting for right of way acquisition services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Contractor desire to contract for such professional Right of Way Acquisition services; and

WHEREAS, County and Contractor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** The Contractor will refer to the following documents:

- A. Texas Landowners Bill of Rights
- B. Design plans from the Engineer

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED**

**A. Non-collusion.** Contractor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or contractor 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.** Contractor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Contractor covenants and represents that Contractor, 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**  
**RIGHT OF WAY COORDINATION SERVICES**

Contractor shall perform Right of Way Coordination Services as identified in **Exhibit B** entitled "Right of Way Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. 1", to authorize

the Contractor to perform one or more tasks of the Right of Way Acquisition 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 Contractor of all Right of Way Acquisition Services and a fee amount agreed upon by the County and Contractor. 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 Contractor'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 Contractor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Contractor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Right of Way Acquisition Services take longer than shown on the Work Authorization, through no fault of Contractor, Contractor 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 Contractor is expected to complete the Right of Way Acquisition Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Contractor does not perform the Right of Way Acquisition 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 Right of Way Acquisition Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Right of Way Acquisition Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Contractor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Right of Way Acquisition Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Contractor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Right of Way Acquisition 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, Contractor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Right of Way Acquisition Services required under this Contract in a professional manner.

**C. Commencement of Right of Way Acquisition Services.** After execution of this Contract, Contractor shall not proceed with Right of Way Acquisition Services until Contractor 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 Contractor agrees to accept up to the amount shown below as full compensation for the Right of Way Acquisition 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 Right of Way Acquisition 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 **Fifty-Nine Thousand Nine Hundred Ninety-Nine and no/100 Dollars (\$59,995.00)** (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 Right of Way Acquisition 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 Right of Way Acquisition 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 Contractor shall receive compensation for only actual fees and costs of the Right of Way Acquisition 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 Right of Way Acquisition Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Contractor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Right of Way Acquisition 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 Right of Way Acquisition Services shall be an absolute condition of payment.

Contractor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Contractor'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 Contractor without mark-up.



## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Contractor shall be made while Right of Way Acquisition Services are in progress. Contractor 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 Right of Way Acquisition 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, Contractor 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 Right of Way Acquisition Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Right of Way Acquisition Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Right of Way Acquisition 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 Right of Way Acquisition Services performed. Contractor 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 Contractor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Contractor 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 Contractor 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.

Contractor 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 Contractor 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 Contractor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Right of Way Acquisition 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 Contractor 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 RIGHT OF WAY ACQUISITION SERVICES**

The Contractor shall not proceed with any task of the Right of Way Acquisition Services until Contractor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Right of Way Acquisition Services. The County shall not be responsible for work performed or costs incurred by Contractor 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. Contractor 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 Contractor 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 Contractor 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.

Contractor's Designated Representative for purposes of this Contract is as follows:

Halff Associates, Inc.  
1201 North Bowser Road  
Richardson, TX 75081  
Attn: Mark M. Janicki, JD, PE

Contractor shall have the right, from time to time, to change the Contractor'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 Contractor under this Contract, the Contractor'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 Contractor's Designated Representative on behalf of Contractor 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 Contractor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Contractor's Designated Representative shall be binding on Contractor. Contractor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Contractor.

## **ARTICLE 10**

### **PROGRESS EVALUATION**

Contractor shall, from time to time during the progress of the Right of Way Acquisition Services, confer with County at County's election. Contractor 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 Right of Way Acquisition Services. At the request of County or Contractor, conferences shall be provided at Contractor'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 Right of Way Acquisition Services. County may, from time to time, require Contractor to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Right of Way Acquisition Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Contractor to determine corrective action required.

Contractor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Right of Way Acquisition 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 Right of Way Acquisition 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 Right of Way Acquisition Services, but not to terminate this Contract, then such suspension may be effected by County giving Contractor 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 Right of Way Acquisition 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 Right of Way Acquisition 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, Contractor shall have the option of terminating this Contract and, in the event, Contractor shall be compensated for all Right of Way Acquisition Services performed and reimbursable expenses incurred, provided such Right of Way Acquisition Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Right of Way Acquisition 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 Right of Way Acquisition Services performed or costs incurred prior to the date authorized by County for Contractor to begin Right of Way Acquisition Services, and/or during periods when Right of Way Acquisition Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES**

If Contractor 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 Right of Way Acquisition Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Right of Way Acquisition Services, County shall so advise Contractor 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 Right of Way Acquisition Services must be set forth in such Contract Amendment. Contractor shall not perform any proposed Additional Right of Way Acquisition 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 Right of Way Acquisition Services, a written Work Authorization, which sets forth the Additional Right of Way Acquisition Services to be performed, must be executed by the parties. County shall not be responsible for actions by Contractor nor for any costs incurred by Contractor relating to Additional Right of Way Acquisition Services not directly associated with the performance of the Right of Way Acquisition Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED RIGHT OF WAY ACQUISITION SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed Right of Way Acquisition Services or parts thereof which involve changes to the original Right of Way Acquisition Services or character of Right of Way Acquisition Services under this Contract, then Contractor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Right of Way Acquisition Services and paid for as specified under Article 12.

Contractor shall make revisions to Right of Way Acquisition 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 Right of Way Acquisition 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 Right of Way Acquisition 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 “Contractor’s Work Products”) prepared by Contractor 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 Contractor’s Work Product 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 Work Products by County shall be at County’s sole risk and without liability to Contractor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Contractor 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 Contractor. Contractor shall be liable to County for any loss or damage to any such Work Products while they are in the possession of or while being worked upon by Contractor or anyone connected with Contractor, including agents, employees, Engineers or subcontractors/subconsultants. All Work Products so lost or damaged shall be replaced or restored by Contractor without cost to County.

Upon execution of this Contract, Contractor grants to County permission to reproduce Contractor’s Work Products 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. Contractor shall obtain similar permission from Contractor’s subcontractors/subconsultants consistent with this Contract. If and upon the date Contractor 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 Products 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 Contractor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Right of Way Acquisition Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Right of Way Acquisition Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Right of Way Acquisition Work Products shall be at County's sole risk and without liability to Contractor and its Contractors.

Prior to Contractor providing to County any Right of Way Acquisition Work Products in electronic form or County providing to Contractor any electronic data for incorporation into the Right of Way Acquisition Work Products, County and Contractor shall by separate written contract set forth the specific conditions governing the format of such Right of Way Acquisition Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Contractor 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 Contractor, the hardcopy shall prevail. Only printed copies of documents conveyed by Contractor shall be relied upon.

Contractor shall have no liability for changes made to the Work Products 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**

Contractor shall furnish and maintain, at its own expense, quarters for the performance of all Right of Way Acquisition Services, and adequate and sufficient personnel and equipment to perform the Right of Way Acquisition Services as required. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Right of Way Acquisition Services shall immediately be removed from association with the Project when so instructed by County. Contractor certifies that it presently has adequate qualified personnel in its employment for performance of the Right of Way Acquisition Services required under this Contract, or will obtain such personnel from sources other than County. Contractor may not change the Project Manager without prior written consent of County.

#### **ARTICLE 17**

#### **SUBCONTRACTING**

Contractor shall not assign, subcontract or transfer any portion of the Right of Way Acquisition Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Contractor of any responsibilities under this Contract.

#### **ARTICLE 18**

#### **REVIEW OF RIGHT OF WAY ACQUISITION SERVICES**

Contractor's Right of Way Acquisition 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 Contractor 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 Right of Way Acquisition Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Contractor in writing within such thirty (30) day period if such Right of Way Acquisition Services have been found to be incomplete. If the submission is Complete, County shall notify Contractor and County's technical review process will begin.

If the submission is not Complete, County shall notify Contractor, who shall perform such professional services as are required to complete the Right of Way Acquisition Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Right of Way Acquisition Services for compliance with this Contract. If necessary, the completed Right of Way Acquisition Services shall be returned to Contractor, who shall perform any required Right of Way Acquisition Services and resubmit it to County. This process shall be repeated until the Right of Way Acquisition 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, Contractor 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 Right of Way Acquisition Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Contractor shall, without additional compensation, perform any work required as a result of Contractor's development of the work which is found to be in error or omission due to Contractor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Right of Way Acquisition Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Contractor's Right of Way Acquisition Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Contractor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Contractor.** CONTRACTOR'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 CONTRACTOR 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



**CONTRACTOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE RIGHT OF WAY ACQUISITION SERVICES REQUIRED HEREUNDER.**

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Contractor shall be grounds for termination of this Contract, and any increased costs arising from Contractor's default, breach of contract, or violation of contract terms shall be paid by Contractor.

**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 Contractor, as a consequence of failure by Contractor to perform the Right of Way Acquisition 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 Contractor, upon not less than thirty (30) days' written notice to Contractor.
- E.** By satisfactory completion of all Right of Way Acquisition 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 Contractor. In determining the value of the Right of Way Acquisition Services performed by Contractor prior to termination, County shall be the sole judge. Compensation for Right of Way Acquisition Services at termination will be based on a percentage of the Right of Way Acquisition 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 Contractor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Contractor, then County shall give consideration to the actual costs incurred by Contractor in performing the Right of Way Acquisition Services to the date of default, the amount of Right of Way Acquisition Services required which was satisfactorily completed to date of default, the value of the Right of Way Acquisition Services which are usable to County, the cost to County of employing another firm to complete the Right of Way Acquisition Services required and the time required to do so, and other factors which affect the value to County of the Right of Way Acquisition 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 Contractor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Right of Way Acquisition Services to completion. In such case, Contractor shall be liable to County for any additional and reasonable costs incurred by County.

Contractor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Contractor in support of the Right of Way Acquisition Services under this Contract.

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

**A. Compliance.** Contractor 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. Contractor shall furnish County with satisfactory proof of his/her/its compliance.

Contractor shall further obtain all permits and licenses required in the performance of the Right of Way Acquisition Services contracted for herein.

**B. Taxes.** Contractor will pay all taxes, if any, required by law arising by virtue of the Right of Way Acquisition 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**

CONTRACTOR 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 CONTRACTOR, CONTRACTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH CONTRACTOR INCLUDING, WITHOUT LIMITATION, CONTRACTOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR 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 CONTRACTOR'S FAILURE TO PAY CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR.

CONTRACTOR 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 CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CONTRACTOR'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 CONTRACTOR IS NOT LEGALLY LIABLE, CONTRACTOR'S OBLIGATIONS SHALL BE IN PROPORTION TO CONTRACTOR'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 CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONTRACTOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONTRACTOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR 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 CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **ARTICLE 23**

### **CONTRACTOR'S RESPONSIBILITIES**

Contractor shall be responsible for the accuracy of his/her/its Right of Way Acquisition 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 Contractor's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Contractor 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 Right of Way Acquisition submissions to County in accordance with the Texas Right of Way Acquisition Practice Act and the rules of the State Board of Registration for Professional Engineers.

## **ARTICLE 25**

### **INSURANCE**

Contractor must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Contractor, at Contractor'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.** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Contractor 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, Contractor 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 Contractor 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.** Contractor shall furnish County with a certification of coverage issued by the insurer. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Contractor 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 Contractor, 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 Contractor, Contractor 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.

Contractor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Contractor 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 Contractor shall be borne solely by Contractor, 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 Contractor 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. Contractor 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**  
**CONTRACTOR'S ACCOUNTING RECORDS**

Contractor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Right of Way Acquisition 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. Contractor 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 Contractor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor further agrees that County shall have access during normal working hours to all necessary Contractor 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 Contractor 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

**Contractor:** Halff Associates, Inc.  
1201 North Bowser Road  
Richardson, TX 75081  
Attn: Mark M. Janicki, JD, PE

## **ARTICLE 32**

### **GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Contractor understands and agrees that time is of the essence and that any failure of Contractor to complete the Right of Way Acquisition 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. Contractor shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Right of Way Acquisition Services will not be completed in accordance with an applicable Work Authorization. Contractor 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 Contractor's standard of performance as defined herein. Where damage is caused to County due to Contractor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Contractor's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Contractor 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 Right of Way Acquisition, consulting and related services performed or furnished by Contractor and its employees under this Contract will be the care and skill ordinarily used by members of Contractor'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 Contractor are made on the basis of information available to Contractor and on the basis of Contractor's experience and qualifications and represents its judgment as an experienced and qualified professional Contractor. However, since Contractor 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, Contractor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Contractor 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 Contractor 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 Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Contract, the Contractor 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 Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, 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 Contractor'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. Contractor 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 Contractor 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 Contractor.

### **ARTICLE 33**

#### **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Contractor 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, Contractor, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor of the Contractor'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 Contractor 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 Contractor 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 Contractor'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 Contractor under the contract until the Contractor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Contractor 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 Contractor 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 Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **ARTICLE 35**

#### **STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS**

As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

#### **SIGNATORY WARRANTY**

The undersigned signatory for Contractor 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 Contractor, 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\_\_\_\_

*Carlos A. Lopez, P.E.*  
11/14/2022

**CONTRACTOR**

HALFF ASSOCIATES, INC.

By 

Printed Name: Mark M. Janicki, JD, PE

Title: Vice President

Date: 10 05, 20 22

**LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                 |
| (2) <b>Exhibit B</b> | Right of Way Acquisition Services (ROW) |
| (3) <b>Exhibit C</b> | Work Authorization                      |
| (4) <b>Exhibit D</b> | Rate Schedule                           |
| (5) <b>Exhibit E</b> | 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 Contractor 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.

Halff Associates, Inc.

Name of Firm



Signature of Certifying Official

Mark M. Janicki, JD, PE

Printed Name of Certifying Official

Vice President

Title of Certifying Official

10 07, 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 Mark M. Janicki  
the Vice President of Half Associates, on behalf of  
said firm.



Victoria C. Gill  
Notary Public in and for the  
State of Texas

My commission expires: 10/27/23



## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE CONTRACTOR ROW ACQUISITION SERVICES FOR RM 12 at Skyline and Mountain Crest**

The Contractor may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- APPRAISALS
- NEGOTIATIONS
- PREPARATION OF AGREEMENTS
- RIGHT OF WAY ACQUISITION
- RELOCATION ASSISTANCE

## **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 Right of Way Acquisition 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 "Contractor").

Part 1. The Contractor will provide the following Right of Way Acquisition 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 Contractor 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 Right of Way Acquisition 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. Contractor 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 Contractor 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 Contractor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

COUNTY:

Halff Associates, Inc.

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 Contractor

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**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/05/2022

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).

<b>PRODUCER</b> <b>Greyling Ins. Brokerage/EPIC</b> <b>3780 Mansell Road, Suite 370</b> <b>Alpharetta, GA 30022</b>	<b>CONTACT NAME:</b> Rebecca Egan <b>PHONE (A/C, No, Ext):</b> 770-670-5355 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> rebecca.egan@greyling.com														
<b>INSURED</b> <b>Half Associates, Inc.</b> <b>1201 N. Bowser</b> <b>Richardson, TX 75081</b>	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 449">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 449 1433 478">INSURER A : National Union Fire Ins. Co.</td> <td data-bbox="1433 449 1563 478">19445</td> </tr> <tr> <td data-bbox="816 478 1433 508">INSURER B : The Continental Insurance Company</td> <td data-bbox="1433 478 1563 508">35289</td> </tr> <tr> <td data-bbox="816 508 1433 537">INSURER C : New Hampshire Ins. Co.</td> <td data-bbox="1433 508 1563 537">23841</td> </tr> <tr> <td data-bbox="816 537 1433 567">INSURER D : Allied World Surplus Lines Ins</td> <td data-bbox="1433 537 1563 567">24319</td> </tr> <tr> <td data-bbox="816 567 1433 596">INSURER E :</td> <td data-bbox="1433 567 1563 596"></td> </tr> <tr> <td data-bbox="816 596 1433 625">INSURER F :</td> <td data-bbox="1433 596 1563 625"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : The Continental Insurance Company	35289	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Allied World Surplus Lines Ins	24319	INSURER E :		INSURER F :	
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INSURER D : Allied World Surplus Lines Ins	24319														
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER: 22-23****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.

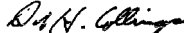
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5856923	08/01/2022	08/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	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			CA5717893	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 \$10,000			7034027549	08/01/2022	08/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC014195843	08/01/2022	08/01/2023	<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 incl. Pollution			03113813	08/01/2022	08/01/2023	Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: AVO 43193.002 / Rm. 12 at Skyline &amp; Mountain Crest.

Hays County, its directors, officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

<b>Hays County</b> <b>111 E. San Antonio Street, Ste. 300</b> <b>San Marcos, TX 78666</b>	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 
---	---

## DESCRIPTIONS (Continued from Page 1)

allowed by law.



## Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

### Section A: Current Hays County Employee

Employee Name	Title

### Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

### Section C: Person Related to Current or Former Hays County Employee

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:

Halff Associates, Inc. has no known relationships in accordance with the list above



Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Halff Associates, Inc  
Name of Vendor

  
Signature of Certifying Official

Mark M. Janicki  
Printed Name of Certifying Official

Vice President  
Title of Certifying Official

11-09-22  
Date

<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

**Hays County  
House Bill 89 Verification**

I, Mark M. Janicki (Person name), the undersigned  
representative of (Company or Business name) Halff 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.*

November 9, 2022  
DATE

Mark M. Janicki  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 9th day of November, 2022, personally appeared  
Mark M. Janicki, 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 SIGNATURE

Date



[Signature]  
Date 11/9/22

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Half Associates, Inc.  
Richardson, TX United States

**Certificate Number:**  
2022-953902

**Date Filed:**  
11/09/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hays County

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

43193.002  
ROW Acquisition Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Baker, Jessica	Richardson, TX United States	X	
	Bertram, Shawn	Austin , TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Miller, Steven	Austin, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Pylant, Ben	Fort Worth , TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Zapalac, Russell	Austin, TX United States	X	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Half Associates, Inc.  
Richardson, TX United States

Certificate Number:  
2022-953902

Date Filed:  
11/09/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

43193.002  
ROW Acquisition Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Mark M Janicki, and my date of birth is 6/20/60.

My address is 1201 N. Bowser Rd. Richardson TX 75081 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 9 day of Nov., 20 22  
(month) (year)

Mark M Janicki

Signature of authorized agent of contracting business entity  
(Declarant)

## 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.

1. 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.
2. 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:
  - A. 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.
  - B. 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.
  - C. **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.

- D. 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.
- E. Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. 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: Mark M. Janicki, Vice President

COMPANY NAME: Halff Associates, Inc.

# 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.

THERE ARE NO KNOWN BUSINESS RELATIONSHIPS BETWEEN HALFF ASSOCIATES, INC. OR ANY OF ITS EMPLOYEES OR PRINCIPALS WITH THE LOCAL GOVERNMENTAL ENTITY

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.

None

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.

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

NOT APPLICABLE

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

NOT APPLICABLE

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.

NONE

6 ☐ N/A 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

11-08-22  
Date



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:** Jerry Borcharding, P.E., Transportation Director

**Sponsor:** Commissioner Smith

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Buda relating to the County's RM 967 rehabilitation project between South Main Street near the Union Pacific Railroad Crossing and the I-35 Southbound Frontage Road and amend the budget accordingly. **SMITH/BORCHERDING**

**Summary:**

Hays County is developing rehabilitation improvements to RM 967 between South Main Street near the Union Pacific Railroad Crossing and the I-35 Southbound Frontage Road in cooperation with the Texas Department of Transportation (TxDOT) as part of the County's 2016 Road Bond Program. The County shall be responsible for 50% of the costs associated with the construction of the rehabilitation improvements and TxDOT shall be responsible for 50% of the costs associated with the construction of the rehabilitation improvements, per the Advanced Funding Agreement approved on November 10, 2021. Construction of the project will be let and managed by TxDOT. Construction of the project will require the construction of a City of Buda culvert, which will be jointly bid with construction of the RM 967 rehabilitation improvements. The cost of the culvert is currently estimated to be \$144,120.00 and is the cost responsibility of the City of Buda. The City will also provide the design for the culvert to be incorporated into the project plans. The Interlocal Agreement would memorialize the roles and responsibilities of Hays County and the City of Buda regarding provision of the design to the County, the construction costs associated with the City of Buda's culvert, and the reimbursement to the County by the City for the costs associated with the construction of the culvert. Project development is moving forward and it is anticipated that TxDOT will let the project for construction in Spring 2023.

**Fiscal Impact:**

Amount Requested: N/A

Line Item Number: 035-802-96-646]

**Budget Office:**

Source of Funds: Intergovernmental Revenue

Budget Amendment Required Y/N?: Yes

Comments: Budget funds to be reimbursed by the City for construction of culvert.

(\$144,120) - Increase Intergovernmental Revenue 035-802-96-646.4301

\$144,120 - Increase Construction\_Operating 035-802-96-646.5621\_400

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenue and Construction Operating Expense

New Revenue Y/N?: Yes, \$144,120

Comments:

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**Attachments**

RM 967 Interlocal Agreement with City of Buda



**INTERLOCAL AGREEMENT BETWEEN**  
**HAYS COUNTY AND THE CITY OF BUDA**  
**RELATED TO THE RM 967 MAINTENANCE PROJECT**

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF HAYS                   §

This Interlocal Agreement (the “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and the City of Buda, 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 rehabilitate RM 967 between South Main Street near the Union Pacific Railroad Crossing and the I-35 Southbound Frontage Road; and

**WHEREAS**, a portion of RM 967 lies within the city limits of the City; and

**WHEREAS**, the County and the City desire to cooperate in the expeditious rehabilitation of RM 967 between South Main Street near the Union Pacific Railroad Crossing and the I-35 Southbound Frontage Road (the “**Project**”);

**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**

**1.01 General.** The purpose of this Agreement is to provide for the City’s participation in the design and construction of the Project. The Project includes the design and construction of pavement rehabilitation from South Main Street near the Union Pacific Railroad Crossing and the I-35 Southbound Frontage Road and the addition of turn lanes and drainage culverts, at the approximate location shown on Exhibits A and B.

## **II. COUNTY OBLIGATIONS**

**2.01 Design Costs.** The County shall be responsible for contracting with the firm of BGE, Inc. (“Design Firm”) regarding the engineering and design costs for the Project. The County will incorporate the design prepared by the City of a cross culvert under RM 967 at Goforth Road (the “Culvert #1”) into the Project plans. Culvert #1 is shown on Exhibit B, RM 967 Culvert #1 Layout. The County shall be responsible for 100% of the Project design costs, which are estimated to be \$995,802.81.

**2.02 Construction Costs.** The County shall be responsible for 50% of the costs associated with the construction of the Project and the Texas Department of Transportation (TxDOT) shall be responsible for 50% of the costs associated with the construction of the Project, per the Advanced Funding Agreement approved on November 10, 2021. The estimated construction cost is \$5,271,408.60. The County will also fund the costs associated with the Culvert #1, estimated to be \$144,120.00, as shown on Exhibit C, RM 967 Culvert #1 Cost Estimate, and to be reimbursed by the City. Construction of Culvert #1 will be accomplished as part of the construction of the Project.

**2.03 Construction Plans** The County will approve the plans and specifications related to the Project, including the Culvert #1 design.

**2.04 Inspection.** The County will approve the plans and specifications related to the Project.

## **III. CITY OBLIGATIONS**

**3.01 Design.** As stated above, the County shall contract with the Design Firm and be responsible for the payment of all Design Firm invoices. However, the City shall be responsible for the design of the Culvert #1 and provide the County with the Culvert #1 design which will be incorporated into the Project plans. The City will submit plans for Culvert #1 to the County for review.

**3.02 Construction Reimbursements.** The City shall pay the County for the construction of the Culvert #1, estimated to be \$144,120.00 (“City Participation Amount”) as its cost to participate in the construction of the Project. The City shall provide funds for the full City Participation Amount no later than thirty (30) days upon receipt of the invoice provided by the County after the opening of construction bids for the Project by the Texas Department of Transportation. In the event change orders related to the construction of the Culvert #1 become necessary, the County will invoice the City for the amount of the invoice. The City will provide funds to the County for the invoiced amount within thirty (30) calendar days after receipt of the invoice.

**3.04 Acquisitions and Relocations.** The City agrees to be solely responsible for the relocation of any City utilities within the City's right-of-way or otherwise directly affected by the Project. This obligation is in addition to the City Participation as stated above. The City will make a good faith effort, as agreed to by the City and the County, to initiate the relocation of these pending utilities during the first month of the identified RM 967 construction phase as identified in Exhibit D, City of Buda Pending Utility Relocations, and to complete relocation of these utilities by March 31, 2023 as identified in Exhibit E.

## **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 business 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 damages 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.

**4.04 Consequential Damages.** NOTWITHSTANDING THE PROVISIONS OF SECTIONS 4 OR 5 HEREIN, NEITHER PARTY SHALL BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, ENHANCED, TREBLE OR SIMILAR STATUTORY, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF PRODUCTION, LOSS OF USE, OR BUSINESS INTERRUPTIONS, REGARDLESS OF THE FORESEEABILITY OF SUCH LOSSES OR COSTS, HOWEVER SAME MAY BE CAUSED. THE PROTECTION AGAINST SUCH LIABILITY SHALL BE APPLICABLE IN ANY ACTION, WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE, AND, TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED BY THE PARTIES.

## **V. GENERAL PROVISIONS**

**5.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**5.02 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project.

**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 within thirty (30) days of the City notifying the County of its breach, County will be deemed to be in default under this Agreement and 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.

**5.09 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:

<b>CITY:</b>	City of Buda 405 E. Loop Street, Bldg. 100 Buda, Texas 78610 Attn: Micah Grau Telephone: (512) 312-0084 Facsimile: (512) 312-1889 Email: <a href="mailto:mgrau@ci.buda.tx.us">mgrau@ci.buda.tx.us</a>
<b>COUNTY:</b>	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

**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 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

**5.13 No Joint Venture.** The 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 Ruben Becerra of Hays County, Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF BUDA, TEXAS**

By: \_\_\_\_\_  
Micah Grau, City Manager

Date: \_\_\_\_\_

**ATTEST:**

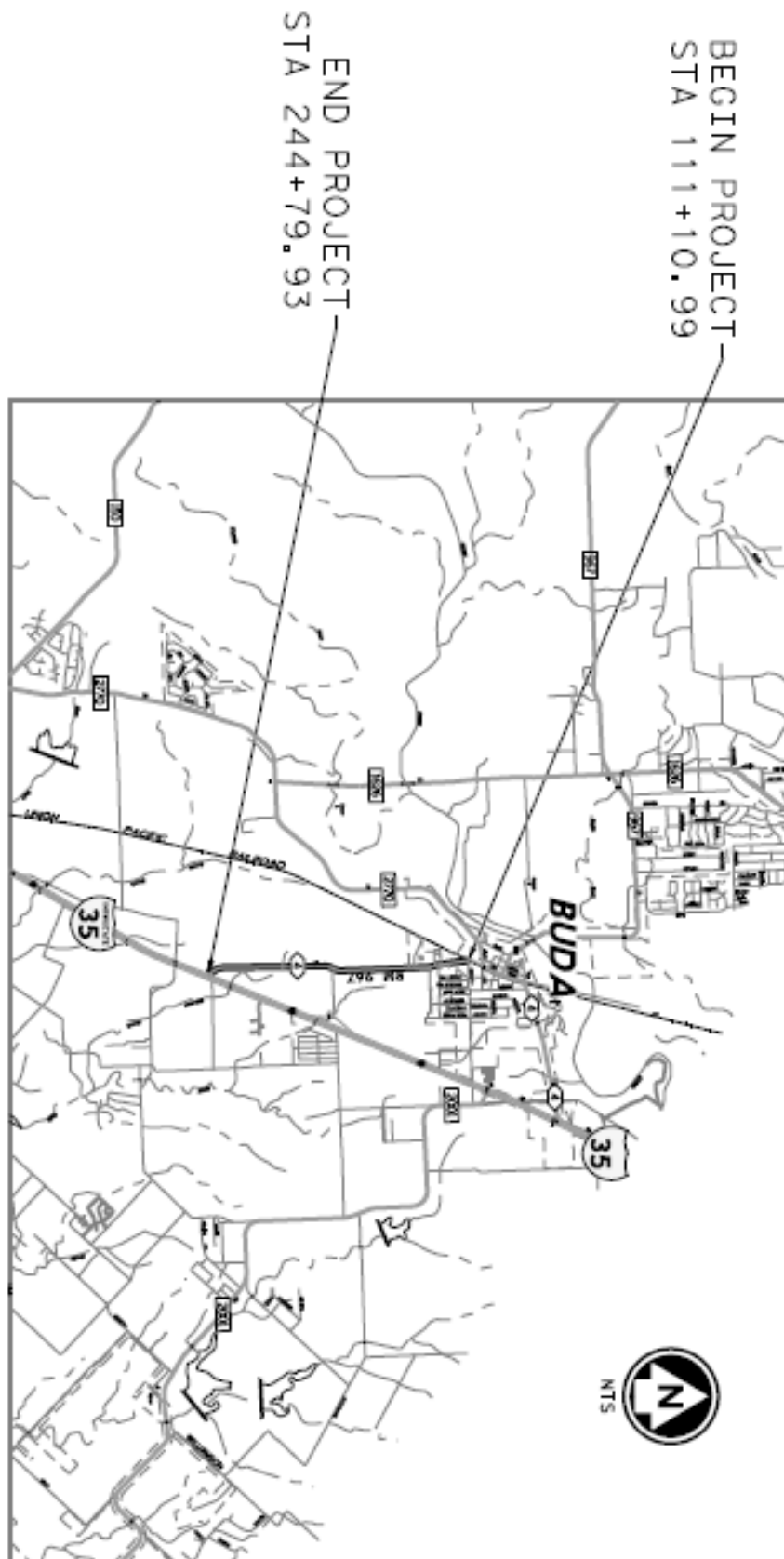
By: \_\_\_\_\_  
Alicia Ramirez, City Clerk

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS           §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Micah Grau of the City of Buda, a Texas home-rule city, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

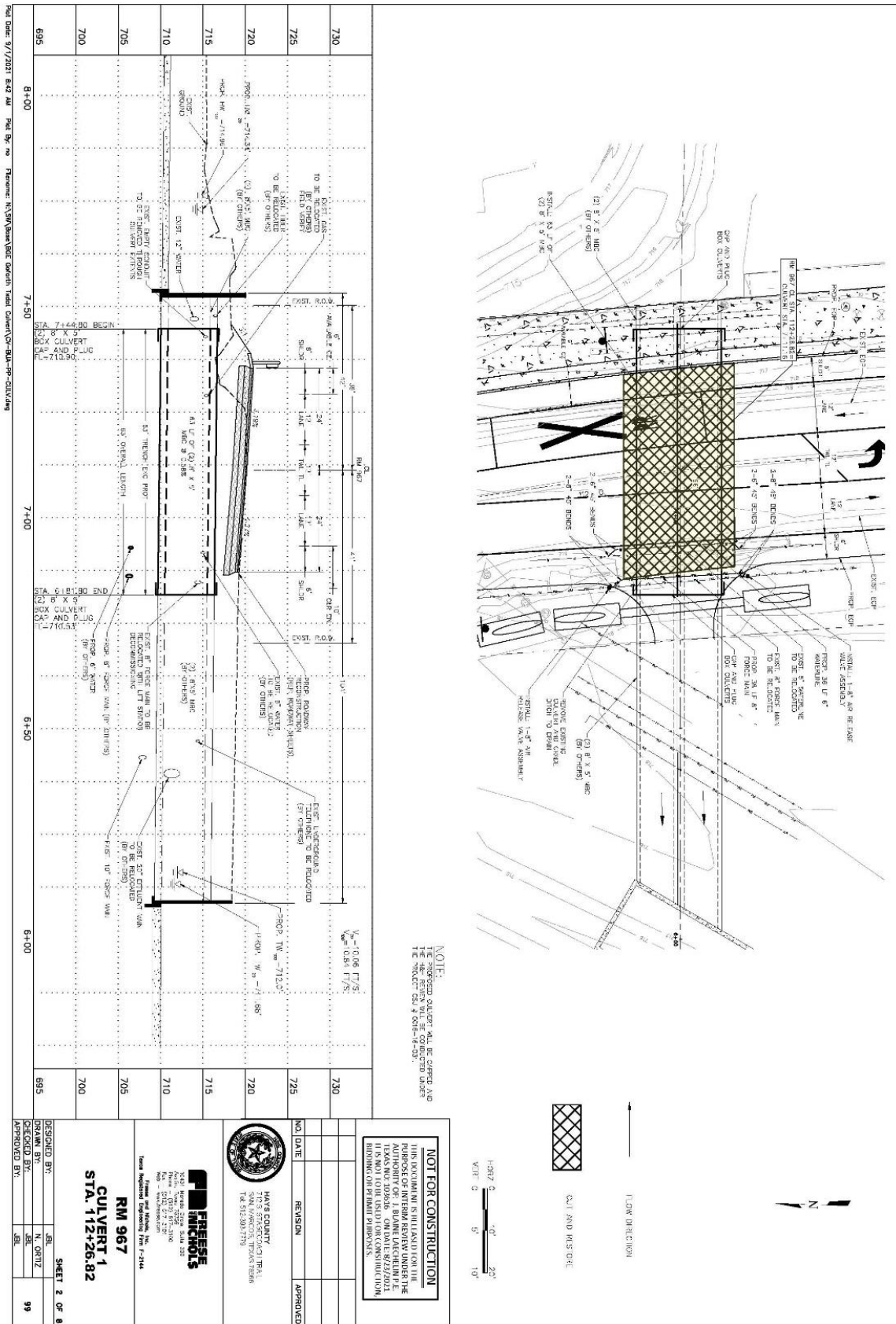
EXHIBIT A  
PROJECT LOCATION





# RM 967 CULVERT #1 LAYOUT

ACAD Ref: 24.0s (LMS Tech)  
 Filename: N:\SW\Bases\BCE Gefarth Txdot Culvert\CV-BUA-PP-CULV.dwg  
 Last Saved: 9/1/2021 8:04 AM Saved By: no



**EXHIBIT C**  
**RM 967 CULVERT #1 COST ESTIMATE**



Date: 9/8/2021

**RM 967 - City of Buda Culvert**  
**Cost Estimate**

CSJ: 0016-16-028  
Highway: RM 967  
County: Hays

LENGTH:

FEET= \_\_\_\_\_  
MILES= 0 \_\_\_\_\_

LIMITS: Culvert 1

ITEM #	BID CODE	SPEC. #	DESCRIPTION	BID UNIT	QUANTITY	UNIT PRICE	COST
400	6005		CEM STABIL BKFL	CY	97	\$ 150.00	\$ 14,550.00
400	6008		CUT & RESTORE ASPH PAVING	SY	92	\$ 120.00	\$ 11,040.00
402	6001		TRENCH EXCAVATION PROTECTION	LF	63	\$ 10.00	\$ 630.00
420	6029		CL C CONC (CAP)	CY	3	\$ 1,500.00	\$ 4,500.00
462	6020	002	CONC BOX CULV (8 FT X 5 FT)	LF	126	\$ 900.00	\$ 113,400.00
<b>TOTAL</b>							<b>\$ 144,120.00</b>

**EXHIBIT D**  
**CITY OF BUDA PENDING UTILITY RELOCATIONS**

Exhibit Location Number	Utility Owner	Utility Type	Location	Est Date of Adjustment Completion	Type of Conflict	Construction Phase	Est. Constr. Activity Start	Effect on Construction
1	City of Buda	12" Water Line	110+48 LT to 110+97 LT	3/31/2023	MBGF	Ph 3	5/24/24	None 13 mo. Buffer
2	City of Buda	6" Water Line	110+87 LT	3/31/2023	MBGF	Ph 3	5/24/24	None 13 mo. Buffer
3	City of Buda	12" Water Line	111+18 LT to 112+75 LT	3/31/2023	Culvert 1	Ph 3	5/24/24	None 13 mo. Buffer
4	City of Buda	6" Water Line	111+18 RT to 112+75 RT	3/31/2023	Culvert 1	Ph 3	5/24/24	None 13 mo. Buffer
5	City of Buda	8" Force Main Wastewater Line	111+18 RT to 112+75 RT	3/31/2023	Culvert 1	Ph 3	5/24/24	None 13 mo. Buffer
6	City of Buda	12" Water Line	112+55	3/31/2023	grading	Ph 3	6/1/24	None 14 mo. Buffer
7	City of Buda	Water Valve	112+65 LT	3/31/2023	grading	Ph 3	6/1/24	None 14 mo. Buffer
8	City of Buda	Water Valve	112+70 LT	3/31/2023	grading	Ph 3	6/1/24	None 14 mo. Buffer
9	City of Buda	Fire Hydrant	112+57 RT	3/31/2023	grading	Ph 3	6/1/24	None 14 mo. Buffer
10	City of Buda	8" Force Main Wastewater Line	112+75 RT to 116+55 RT	N/A	grading	Ph 3	6/1/24	None Exception to Policy
11	City of Buda	8" Force Main Wastewater Line	137+37 RT to 139+04 RT	N/A	grading	Ph 3	6/1/24	None Exception to Policy
12	City of Buda	8" Force Main Wastewater Line	175+52 RT to 177+28 RT	12/31/2022	Culvert 3	Ph 1, Step 1	10/1/23	None 9 mo. Buffer

EXHIBIT E  
CITY OF BUDA UTILITY CLEARANCE LETTER



Utility Clearance Letter

U-Number or Utility ID: City of Buda

ROWCSJ: \_\_\_\_\_ County: Hays  
Construction CSJ: 0016-16-028; 0016-16-031 Highway: RM 967  
District: Austin From: Goforth Rd. (CR 228)  
Projected Highway Letting Date: 04/01/2022 To: IH 35 Southbound Frontage Road

- ☐ No Conflict with the proposed highway improvements.  
☐ Protect in Place. Below is the contact person for the utility to contact during construction if needed.  
Name: John P. Nett, P.E., City Engineer Phone Number: 512-523-1025 (O); 512-966-5131 (M)  
☒ The purpose of this Utility Clearance Letter is to inform **State** of the anticipated dates by which **Utility's** facilities that are in conflict with the above project limits will be adjusted. The dates below assume that the **State** has acquired all necessary right-of-way for the project, that sufficient plans indicating the proposed highway improvements have been submitted to **Utility**, and that design changes necessitating material utility facility redesign do not occur.

Utility Company Name: City of Buda  
Anticipated Construction Start Date: 10/01/2022  
Anticipated Duration of Construction: 6 months  
Anticipated Construction Completion Date: 03/31/2023

The information provided above is strictly an estimate and is provided to **State** solely for **State's** planning purposes. This letter is not intended to create any legally binding commitments on either **Utility or State**, nor to waive any rights **Utility or State** might otherwise possess.

If there is a conflict between prior submitted dates and those shown in this letter, the dates set forth above should be used for **State's** planning purposes.

 02/01/2022  
Authorized Utility Representative Date



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:** Jerry Borcharding, P.E., Transportation Director

**Sponsor:** Commissioner Ingalsbe

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute a Utility Reimbursement Agreement in the amount of \$650,918.29 in eligible reimbursement costs with Guadalupe-Blanco River Authority for utility relocations on the widening of FM 621 project in Precinct 1, as part of the Hays County Road Bond Program. **INGALSBE/BORCHERDING**

**Summary:**

Guadalupe-Blanco River Authority (GBRA) has existing facilities in conflict with the widening of FM 621, Phase 2 Road Bond project. GBRA and Hays County have agreed upon some modifications to the Standard Utility Reimbursement Agreement template as attached to this item. The Utility Reimbursement Agreement for the relocations is for a total amount of \$1,234,671.00. GBRA is 52.72% eligible for reimbursement. The Total anticipated reimbursement to GBRA by the County is \$650,918.29 (52.72% of \$1,234,671.00).

**Fiscal Impact:**

Amount Requested: \$650,918.29

Line Item Number: 035-801-96-521.5623\_400

**Budget Office:**

Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)

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, Utility Relocation Operating Expense

New Revenue Y/N?: N/A

Comments:

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**Attachments**

FM621-Utility Reimbursement Agreement - GBRA

## **REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement ("Agreement") is made and entered into and effective the day of \_\_\_\_\_, 20\_\_\_\_, by and between Guadalupe-Blanco River Authority (hereinafter referred to as "Utility"), and Hays County, Texas, (hereinafter referred to as "County").

### **WITNESSETH:**

WHEREAS, Utility is the owner of certain 30" Water main with a 48" Casing (herein called "the Facilities").

WHEREAS, County desires to construct proposed Widening of FM 621 (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Install 177 LF of a 30" Water Main inside a 48" casing and 41 LF for 30" Water Main by open cut
- County will reimburse Utility for all eligible costs per Attachment A.
- Upon completion of Project, the Utility Relocation Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs per Attachment A to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County. County shall, at its own expense, acquire replacement easements for GBRA's work prior to GBRA commencing construction.
3. This agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

212 LF of underground water main defined as Work, estimated at One Million, Two-Hundred-and-Thirty-Four Thousand, Six-Hundred-and-Seventy-One dollars (\$1,234,671.00 USD)

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. When requested, the County will make intermediate payments at not less than monthly intervals to the Utility when properly billed. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay all eligible costs within 30 days.
5. County shall perform all of its own operations and construction activities adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility during its relocation of the Facilities. No construction activity by County shall be performed under or across the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of reasonable attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. TO THE FULLEST EXTENT PERMITTED BY LAW AND WITHOUT NECESSITATING THE ESTABLISHMENT OF A SINKING FUND, THE COUNTY SHALL INDEMNIFY, SAVE, HOLD HARMLESS, AND AT UTILITY'S OPTION, DEFEND UTILITY AND ITS AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, COST (INCLUDING REASONABLE ATTORNEY AND EXPERT WITNESS FEES AND COURT COSTS), EXPENSES, LOSSES, CAUSES OF ACTION (WHETHER AT LAW OR IN EQUITY), FINES, CIVIL PENALTIES, AND ADMINISTRATIVE PROCEEDINGS FOR INJURY OR DEATH TO PERSONS OR DAMAGE OR LOSS TO PROPERTY OR OTHER BUSINESS LOSSES, THAT IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE COUNTY, AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE COUNTY.
8. TO THE FULLEST EXTENT PERMITTED BY LAW, THE UTILITY SHALL INDEMNIFY, SAVE, HOLD HARMLESS, AND AT COUNTY'S OPTION, DEFEND COUNTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, COST (INCLUDING REASONABLE ATTORNEY AND EXPERT WITNESS FEES AND COURT COSTS), EXPENSES, LOSSES, CAUSES OF ACTION (WHETHER AT LAW OR IN EQUITY), FINES, CIVIL PENALTIES, AND ADMINISTRATIVE PROCEEDINGS FOR INJURY OR DEATH TO PERSONS OR DAMAGE OR LOSS TO PROPERTY OR OTHER BUSINESS LOSSES, THAT IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE UTILITY, AND ANYONE DIRECTLY EMPLOYED OR CONTRACTED BY THE UTILITY.
9. The Utility and/or the Utility's contractor(s) will obtain and maintain in full force and effect



during this Agreement a policy or policies of insurance, or risk pool coverage, in amounts sufficient to cover the work being completed by the Utility and the Utility's Contractor(s).

10. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
11. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

**UTILITY**

Utility: Guadalupe-Blanco River Authority  
Name of Utility

By: *Darrell Nichols*  
Authorized Signature

Darrell Nichols  
Print or Type Name

Title: Acting General Manager/CEO

Date: 10/17/2022

**HAYS COUNTY**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment A**  
**Plans, Specifications, and Estimated Costs**

MASTER PROFESSIONAL SERVICES AGREEMENT  
WORK AUTHORIZATION NO. 9

Guadalupe-Blanco River Authority  
933 East Court Street  
Seguin, Texas 78155

FNI PROJECT NO. GBA19459  
CLIENT CONTRACT REFERENCE  
DATE: 06/07/2021

This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on January 4, 2018.

**Project Name:** FM 621 Pipeline Crossing Replacement

**Description of Services:** As shown in more detail in the attached Scope of Services.

**Deliverables:** As shown in more detail in the attached Scope of Services.

**Schedule:** As shown in more detail in the attached Scope of Services.

**Compensation shall be as follows:** A not to exceed amount of Sixty-Two Thousand, and One Hundred Eighty-Three Dollars, in accordance with Attachment B.

**Task Authorization Amount:**

\$62,183.00

*The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.*

**FREESE AND NICHOLS, INC.**

BY: 

David T. Bennett, P.E.

Print Name

TITLE: Principal / Vice President

DATE: 06-07-2021

**GUADALUPE-BLANCO RIVER AUTHORITY**

BY: 

Kevin Patterson

Print Name

TITLE: GM

DATE: 7/7/21

Approved Legal





Innovative approaches  
Practical results  
Outstanding service

## OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	FM 621 Pipeline Crossing Replacement	DATE	6/17/2022
CLIENT	Guadalupe Blanco River Authority	GROUP	1147
% SUBMITTAL	100% Design Submittal	PM	Kira Iles, P.E.

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Eric Kong	Joel Kokemor	GBA19459

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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### FM 621 Pipeline Crossing Replacement

#### Mobilization and Demobilization (may not exceed 5% of Scope of Work for FM 621 Pipeline Crossing Replacement)

1	Mobilization and Demobilization	1	LS	\$ 53,800.00	\$ 53,800
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#### Intermediate Remobilization and Demobilization (may not exceed 3% of Scope of Work for FM 621 Pipeline Crossing Replacement)

2	Intermediate Remobilization and Demobilization	1	LS	\$ 32,300.00	\$ 32,300
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#### Preparation and Implementation of Stormwater Pollution Prevention Plan

3	SWPPP - Silt Fence	740	LF	\$ 8.75	\$ 6,475
4	SWPPP - Stabilized Entrance / Exit	2	EA	\$ 8,750.00	\$ 17,500

#### Trench Safety Implementation

5	Trench Safety / Perimeter Protection	460	LF	\$ 43.75	\$ 20,125
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#### Traffic Control Measures

6	Traffic Controls	30	DAY	\$ 875.00	\$ 26,250
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#### Raw Water Transmission Main Highway Crossing Replacement

7	Temporary Fencing	740	LF	\$ 26.25	\$ 19,425
8	Site Preparation and Clearing	0.3	ACRE	\$ 43,750.00	\$ 13,125
9	Pothole / Existing Utility Locate	1	DAY	\$ 8,750.00	\$ 8,750
10	Dewatering of Exist. RW Pipeline	1	DAY	\$ 6,125.00	\$ 6,125
11	30-inch Restrained DI Water Transmission Main (Open Cut) 250 PSI	41	LF	\$ 918.75	\$ 37,669
12	30-inch Restrained DI Water Transmission Main (Installed in Casing) 250 PSI	177	LF	\$ 962.50	\$ 170,363
13	48-inch Steel Casing w/ Spacers (Open-Cut)	177	LF	\$ 1,575.00	\$ 278,775
14	DI Fittings, MJ	5	EA	\$ 35,000.00	\$ 175,000
15	Transition Coupling Connection (CCP to DIP)	2	EA	\$ 70,000.00	\$ 140,000
16	Hydrostatic Testing	1	LS	\$ 13,125.00	\$ 13,125
17	Install Corrosion Test Station	2	EA	\$ 8,750.00	\$ 17,500
18	Pipeline Markers	3	EA	\$ 3,500.00	\$ 10,500
19	Flowable Fill Encasement	192	CY	\$ 350.00	\$ 67,200
20	Grout to Abandon Exist. 30-inch CSC & 42-inch Steel Casing	59	CY	\$ 306.25	\$ 18,069
21	Concrete Cap	9	CY	\$ 600.00	\$ 5,400
22	Restoration of Exist. TXDOT ROW and Road	22	SY	\$ 175.00	\$ 3,850
23	Fence Repair	40	LF	\$ 96.25	\$ 3,850
24	Fence Gate	1	EA	\$ 1,600.00	\$ 1,600
25	Site Restoration / Hydromulch	1435	SY	\$ 10.00	\$ 14,350

PROJECT NAME	FM 621 Pipeline Crossing Replacement	DATE	6/17/2022
CLIENT	Guadalupe Blanco River Authority	GROUP	1147
% SUBMITTAL	100% Design Submittal	PM	Kira Iles, P.E.

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FM 621 SUBTOTAL \$ 1,161,125

NOTES:

- 1 FNI OPCC classified as an AACE Class 1 Estimate with accuracy range or -3 to + 15%.
- 2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.

Items highlighted in red will be Buy America compliant in accordance with "TxDOT Buy America Guidelines for Utility Accommodations".

**FM 621**Internal Inspection

GBRA Inspection cost	HR	150	\$52.00	\$7,800.00
GBRA mileage	EA	2500	\$0.625	\$1,562.50

GBRA Administrative Cost	HR	20	100	\$2,000.00
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<b>Total</b>				<b>\$11,362.50</b>
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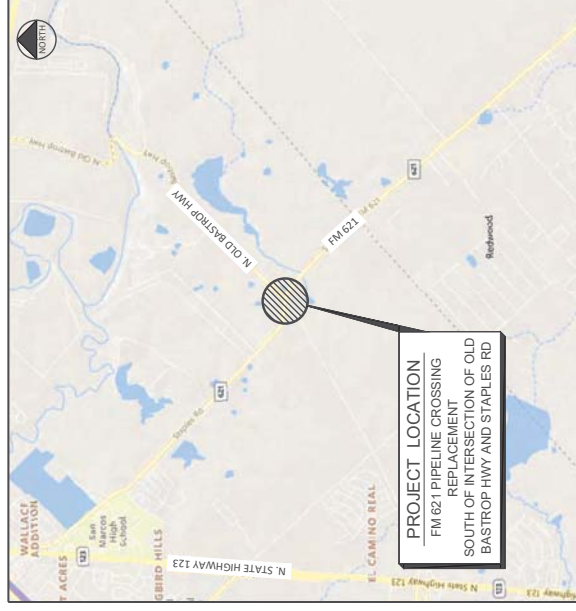
GUADALUPE-BLANCO  
RIVER AUTHORITY  
GENERAL MANAGER  
KEVIN PATTESON, J.D.

BOARD OF DIRECTORS

DENNIS L. PATILLO	CHAIR
DON MEADOR	VICE-CHAIR
WILLIAM CARBONARA	SECRETARY-TREASURER
KENNETH A. MOTL	DIRECTOR
STEVE EHRIG	DIRECTOR
OSCAR FOGLE	DIRECTOR
SHEILA L. OLD	DIRECTOR
ANDRA WISIAN	DIRECTOR
EMANUEL VALDEZ	DIRECTOR

# CONSTRUCTION PLANS FOR GUADALUPE-BLANCO RIVER AUTHORITY

FM 621 PIPELINE CROSSING REPLACEMENT  
AND WINDY HILL CASING MODIFICATION  
JUNE 2022



LOCATION MAP  
NOT TO SCALE























10431 Morado Circle, Suite 300  
Austin, Texas 78759  
Phone - (512) 617-3100  
Web - [www.freese.com](http://www.freese.com)

FNI PROJECT NO. GBA19459  
ISSUED FOR BID

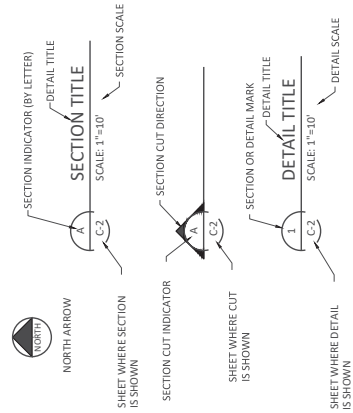


Freese and Nichols, Inc.  
Texas Registered Engineering Firm # 2144

PROPOSED  
EXISTING  
PROP. FLOW LINE ELEVATION  
CENTER LINE  
RIGHT OF WAY  
TEMPORARY BENCH MARK  
WATER LINE  
SANITARY SEWER  
DUCTILE IRON  
MECHANICAL JOINT  
COMBINATION AIR/VACUUM VALVE  
AIR RELEASE VALVE  
SANITARY  
NATURAL GROUND  
MANHOLE  
WINDHOLE CLAY  
ASBESTOS CEMENT  
SEPTIC TANK ITEM  
RIP RAP  
CORRUGATED METAL PIPE  
INVERT ELEVATION  
CONCRETE CYLINDER PIPE  
GUADALUPE-BLANCO RIVER AUTHORITY

	REINFORCED PAVEMENT
	CONCRETE PAVING
	GRAVEL ROAD
	FENCE (WOOD)
	FENCE (CONCRETE/STEEL)
	FENCE (CHAIN LINK)
	LOW
	PROF. CONTOURS
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	UTILITY WATER LINE
	UTILITY TO BE ABANDONED
	FLOOD WAY
	100-YEAR FLOOD PLANE
	SET FENCE
	LIMITS OF CONSTRUCTION
	CATHODIC TEST STATION
	TRIM MON.
	MARKER POST
	PROF. UTILITY MARKER
	DIRECTION AND LINE OF RESTRAINT REQUIRED

1	COVER	
2	GENERAL	
3	SHEET INDEX AND LEGEND	
4	GENERAL NOTES	
5	MATERIAL QUANTITIES	
6	CIVIL	
7	FM-1	
8	STANDARD DETAILS	
9	SD-1 STANDARD DETAILS I	
10	SD-2 STANDARD DETAILS II	
11	SD-3 STANDARD DETAILS III	
12	RECORD DRAWINGS	
13	RD-1 FIELDWORKING INSTRUMENT RECORD DRAWING	
14	RD-2 RECORD DRAWINGS EASEMENT DETAILS	
15	EROSION AND SEDIMENTATION	
16	ES-1 EROSION AND SEDIMENTATION CONTROL DETAILS I	
17	ES-2 EROSION AND SEDIMENTATION CONTROL DETAILS II	
18	ES-3 EROSION AND SEDIMENTATION CONTROL DETAILS III	
19	TRAFFIC CONTROL	
20	TC-1 TC NARRATIVE	
21	TC-2 TRAFFIC CONTROL DETAILS I	
22	TC-3 TRAFFIC CONTROL DETAILS II	
23	TC-4 TRAFFIC CONTROL DETAILS III	
24	TC-5 TRAFFIC CONTROL DETAILS IV	
25	TC-6 TRAFFIC CONTROL DETAILS V	
26	TC-7 TRAFFIC CONTROL DETAILS VI	
27	TC-8 TRAFFIC CONTROL DETAILS VII	
28	TC-9 TRAFFIC CONTROL DETAILS VIII	
29	TC-10 TRAFFIC CONTROL DETAILS IX	
30	TC-11 TRAFFIC CONTROL DETAILS X	
31	TC-12 TRAFFIC CONTROL DETAILS XI	
32	TC-13 TRAFFIC CONTROL DETAILS XII	
33	TC-14 TRAFFIC CONTROL DETAILS XIII	
34	TC-15 TRAFFIC CONTROL DETAILS XIV	



- ## MATERIAL NOTES

- ## TESTING NOTES

- (h) (FM 621\GN-ALT-NOTES 02 PM Saved By: 07155

1. ALL EXPOSED VERTICAL AND HORIZONTAL CONCRETE EDGES SHALL BE FORMED WITH 3/4" CHAMFERED STRIPS.
2. GROUNDWATER MAY BE PRESENT. CONTRACTOR SHALL PERFORM ALL Dewatering NECESSARY TO PERFORM THE WORK.
3. PIPE BELLS SHALL BE INSTALLED IN UPSTREAM DIRECTION.
4. ALL PIPING SHALL BE INSTALLED IN STRAIGHT ALIGNMENT VERTICALLY AND HORIZONTALLY BETWEEN BEND FITTINGS. PIPE CURVATURE AND/OR DEFLECTION ARE NOT ALLOWED.
5. REFORM FIELD PAINTING PER MATERIAL NOTES.
6. RESTORE ALL DISTURBED AREAS TO ORIGINAL SLOPE/GRADE CONDITIONS AND HYDROMULCH OR RE-SEED. FINAL COMPLETION OF THE PROJECT WILL NOT BE GRANTED UNTIL RESTORATION IS COMPLETE TO THE SATISFACTION OF THE OWNER.
7. EXISTING PIPELINE WILL NOT BE SHUTDOWN DURING CONSTRUCTION AND SHALL REMAIN IN SERVICE EXCEPT AS DICTATED IN THE SEQUENCE OF CONSTRUCTION NOTES. ONLY DURING TIE-INS WILL WATER SHUTDOWN BE ALLOWED.
8. CONTRACTOR TO POTHOLE AND VERIFY EXISTING JOINT CONFIGURATION, ELEVATIONS OF EXISTING PIPE, AND LOCATIONS OF ALL JOINTS. CONTRACTOR TO REPORT ALL JOINT INFORMATION TO THE OWNER.
9. ONLY ONE SHUTDOWN WILL BE ALLOWED FOR THE PROJECT. THE SHUTDOWN SHALL BE LIMITED TO A 24 HOUR MAXIMUM AS MEASURED FROM PUMPS OFF TO RESTORATION OF NORMAL PRESSURE AND FLOW.

SEQUENCE OF CONSTRUCTION NOTES FOR FM 621 PIPELINE CROSSING REPLACEMENT:

1. ANY VARIATIONS OR ADJUSTMENTS TO THE PROPOSED SEQUENCE OF CONSTRUCTION SHALL REQUIRE OWNER AND ENGINEER APPROVAL PRIOR TO PROCEEDING.
2. CONTRACTOR TO POT-HOLE AND VERIFY EXISTING JOINT CONFIGURATION, ELEVATIONS OF EXISTING PIPE AND LAYOUT AT TIE-IN LOCATIONS BEFORE ORDERING MATERIALS AND PRIOR TO PERFORMING WORK.
3. CONTRACTOR SHALL INSTALL CONNECTION CAP ABOVE EXISTING 30" RCP LINE FROM WESTERN EDGE OF EXISTING 42" STEEL CASING TO 5' FEET BEYOND THE PROPOSED 30"X10' RIGHT-OF-WAY. REFER TO DETAILS ON SHEET 3D-2.
4. CONTRACTOR SHALL INSTALL THE PROPOSED 48" STEEL CASING WITH OPEN CUT EXCAVATION AS SHOWN AS SHOWN FOR INSTALLATION OF THE STEEL CASING. CONTRACTOR SHALL INSTALL BOTH CASING AND SEALS PRIOR TO EXCAVATION OF EXISTING 30" DIW PIPE. CONTRACTOR SHALL PROVIDE PROTECTIVE BRACING AND BACKFILL AND RESTORE EXCAVATED AREAS IN ACCORDANCE WITH DETAILS ON SHEETS 3D-1 AND 3D-2. CONTRACTOR SHALL THEN COORDINATE WITH OWNER UPON COMPLETION OF CASING INSTALLATION PRIOR TO DEMOLITION WORK.
5. REMAINING WORK FOR THE PROJECT SHALL BE STARTED AFTER PROCUREMENT AND DELIVERY OF REMAINING MATERIALS, INCLUDING DUCTILE IRON PIPE. MATERIALS SHALL BE DELIVERED AND STORED AT OWNER'S SITE. CONTRACTOR SHALL COORDINATE WITH OWNER PRIOR TO REMOVAL AND START OF CONSTRUCTION FOR REMAINING WORK.
6. AFTER RECEIVING AUTHORIZATION FROM OWNER, CONTRACTOR SHALL INSTALL PROPOSED 30" DUCTILE IRON PIPE WITH PREVIOUSLY-INSTALLED 48" STEEL CASING AS MUCH AS POSSIBLE PRIOR TO SHUTDOWN OF EXISTING PIPING AND INSTALLING TIE-IN CONNECTIONS.
7. INSTALL TEMPORARY 30" MUG PILES AND PERFORM PRESSURE TESTING OF THE NEWLY INSTALLED PIPE. CONTRACTOR SHALL PROVIDE A MINIMUM 50% (75% NOTIFICATION TO OWNER AND ENGINEER PRIOR TO TESTING) OF THE EXISTING 30" DIW PIPE TO BE REMOVED AND PRESERVED FOR TIE-IN WORK PRIOR TO SCHEDULING THE 30" RAW WATER TRANSMISSION MAIN SHUTDOWN AND PERFORMING TIE-IN CONNECTIONS. ALL PIPING AND APPURTENANCES SHALL BE PRESENT ON SITE AND BE SCHEDULED. ONCE MATERIALS ARE INSPECTED AND APPROVED, THE SHUTDOWN CAN BE SCHEDULED.
8. PERFORM SHUTDOWN OF EXISTING PIPELINE AND INSTALL TIE-INS CONNECTIONS AS FOLLOWS:
  - A. SCHEDULE WITH GBRRA A MINIMUM OF TWO (2) WEEKS IN ADVANCE PRIOR TO SHUTDOWN OF EXISTING PIPELINE MEASURED FROM THE START OF STEP D.
  - B. ASSEMBLE PROPOSED PIPING AS MUCH AS POSSIBLE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.
  - C. EXCAVATE THE CONSTRUCTION AREA FOR THE PROPOSED 30" DIW PIPELINE FOLLOWING ALL CONSTRUCTION REQUIREMENTS SPECIFIED IN THE DRAWINGS AND SPECIFICATIONS.
- 9.

- D. CONTRACTOR TO COORDINATE WITH OWNER FOR SHUTDOWN OF RAW WATER PUMPING STATION AND DEPRESSURIZATION OF EXISTING RAW WATER PIPELINE. CONTRACTOR TO ISOLATE AND DEWATER THE EXISTING PIPELINE USING PUMPS ON THE EXISTING PIPELINE AND IN WHICH THE MAXIMUM TWENTY-FOUR (24) HOUR SHUTDOWN PERIOD SHALL BE:
- E. REMOVE EXISTING PIPING AS NECESSARY FOR THE INSTALLATION OF THE PROPOSED CONNECTIONS.
- F. INSTALL NEW PIPING INCLUDING ALL BEND FITTINGS.
- G. CONTRACTOR SHALL PROVIDE A MINIMUM SEVEN (7) DAY NOTIFICATION TO OWNER AND ENGINEER PRIOR TO PERFORMANCE OF PRESSURE TESTING AND PROCEEDING WITH THE FOLLOWING STEPS.
- H. INSTALL TIENS TO EXISTING PIPE. ALL WELDING MUST BE PERFORMED BY THOMPSON PIPE GROUP.
- I. FILL PIPELINE AND CHECK FOR LEAKS. ALL VISIBLE LEAKS MUST BE REPAIRED PRIOR TO BACKFILL.
- J. ENCASE ALL PIPING WITHIN EXCAVATED AREAS WITH FLOWABLE FILL. USE CUSTOM CRETE 4# MIX QUICK SET FLOWABLE FILL OR APPROVED EQUAL.
- K. PLACE PIPELINE BACK INTO SERVICE. PROVIDE A MINIMUM OF 6-HOUR NOTICE TO OWNER PRIOR TO BACKFILLING. CONTRACTOR SHALL PROVIDE DETERMINATION WHEN THE SHUTDOWN PERIOD HAS CONCLUDED.
- L. PRESSURE GROUT ABANDONED SECTIONS OF EXISTING 42" STEEL CASING AND 30" COP PRIOR TO BACKFILL. PRESSURE GROUTING MUST BE PERFORMED AT THE EAST SIDE OF FM 6211 TO NOT DISTURB OR DEWATER EXISTING GROUT. UPON COMPLETION OF GROUT NO PALATION, CONTRACTOR SHALL EXCAVATED AREAS USING THE DETAIL ON SHEET SD-1.

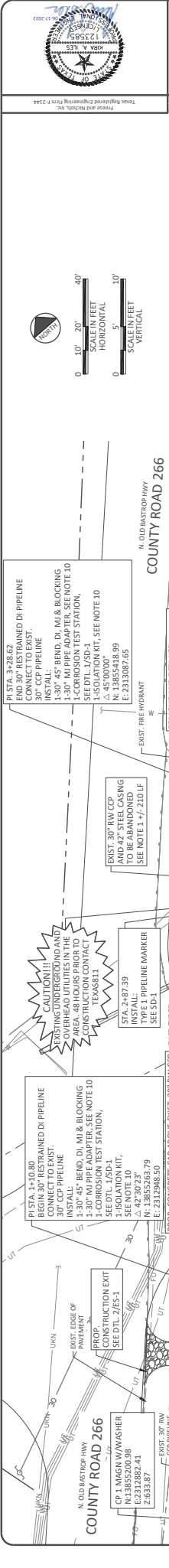
## GENERAL

GUADALUPE-BLANCO RIVER AUTHORITY  
FM 621 PIPELINE CROSSING REPLACEMENT  
AND WINDY HILL CASING MODIFICATION

[illegible]



FM 621 PIPELINE CROSSING REPLACEMENT



NOTES:

- CONTRACTOR SHALL ABANDON THE EXISTING SECTIONS OF THE 30" CP AND 42" STEEL CASING AS DESCRIBED IN THE DRAWINGS AND INSTALL CONCRETE CAP ABOVE EXIST. 30" CP LINE FROM WESTERN EDGE OF EXIST. 42" STEEL CASING TO 30' FROM EXIST. 30" CP LINE FROM WESTERN EDGE OF EXIST. 42" STEEL CASING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING CASING AND WATER TRANSMISSION LINE. CONTRACTOR SHALL PRESERVE GROUT THE EXISTING 30" CP.
- CONTRACTOR SHALL FIELD VERIFY PRESENCE, LOCATION, AND DEPTH OF EXISTING PIPE AND ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND FABRICATION. CONTRACTOR SHALL CONDUCT FIELD SURVEY AT THE ONSET OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE DEPTHS, TO ENGINEER AND OWNER TO DETERMINE WHETHER MODIFICATIONS TO THE PROPOSED IMPROVEMENTS ARE REQUIRED.
- UPON COMPLETION OF WORK, RESTORE SITE AND BE GRADE SURFACE TO EQUAL OR BETTER CONDITIONS THAN EXISTING PRIOR TO COMMENCING WORK. ANY DAMAGE TO SITE PROPERTY SHALL BE REPAIRED AT NO COST TO THE OWNER.
- CONTRACTOR TO MAINTAIN ALL PROPOSED CONSTRUCTION WITHIN THE EXISTING 30' WIDE PERMANENT EASEMENT (VOL. 2710, PG. 255) AND THE EXISTING 30' WIDE PERMANENT EASEMENT (VOL. 2710, PG. 255).
- CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING AND IMPLEMENTING SEDIMENTATION AND EROSION CONTROL MEASURES.
- REFERENCE SHEET G-2 FOR DUCTILE IRON PIPE MATERIAL REQUIREMENTS.
- AS STATED IN SPECIFICATION SECTION 01.35.00 "SPECIAL PROCEDURES" AND STANDARD SPECIFICATION SECTION 01.35.00 "WATER TRANSMISSION MAINS" 24 HOURS SET SPECIFICATION FOR ADDITIONAL DETAILS.
- PRIOR TO SCHEDULING THE 30" RAW WATER TRANSMISSION MAIN SHUTDOWN, ALL PIPING AND APPURTENANCES SHALL BE PRESENT ON SITE AND INSPECTED. EXISTING UTILITY LINES SHALL BE INSPECTED AND APPROVED THE SHUTDOWN CAN BE SCHEDULED.
- EXISTING PIPE IS 8-303 BAR-WRAPPED CONCRETE STEEL CYLINDER PIPE AND WAS FABRICATED BY GIFFORD-HILL-AMERICAN, INC. (JOB #88-1118).
- THOMPSON PIPE GROUP M1 SPIGOT ADAPTER WITH SWIVEL GLAND OR M1 BELL ADAPTER. ALL WELDING TO BE PERFORMED BY THOMPSON PIPE GROUP. THIS WILL ALLOW ALL OTHER FITTINGS TO BE DUCTILE IRON. CONTRACTOR TO MAINTAIN ALL FITTINGS TO BE DUCTILE IRON. CONTRACTOR TO MAINTAIN INSULATION MUST BE TESTED PRIOR TO BACKFILL OF THE PIPE. CONTRACTOR SHALL CONFIRM THAT STEEL CASING AND DUCTILE IRON PIPE ARE ELECTRICALLY ISOLATED AND ANY NECESSARY REPAIRS TO MAINTAIN INSULATION SHALL BE DONE AT CONTRACTOR'S EXPENSE.
- CONTRACTOR TO COORDINATE WITH GBRA FOR UTILIZATION OF EXISTING ISOLATION VALVES FOR LINE ISOLATION AND DEWATERING. CLOSEST UPSTREAM ISOLATION VALVE IS APPROX. 12,700 LF OF THE EXISTING CASING AND CLOSEST ISOLATION VALVE IS APPROX. 12,700 LF OF THE EXISTING CASING. THIS INFORMATION IS BASED ON SEPTEMBER 1988 RECORD DRAWINGS. CONTRACTOR TO CONFIRM STATUS AND LOCATION OF EXISTING ISOLATION VALVES WITH GBRA PRIOR TO CONSTRUCTION.
- ENCASE ALL FITTINGS AND PROPOSED PIPING IN FAST SETTING FLOWABLE FILL. ALL PROPOSED DUCTILE IRON PIPE TO BE FULLY RESTRAINED IN ACCORDANCE WITH MATERIAL NOTES ON SHEET G-2 AND SPECIFICATIONS.
- CONTRACTOR TO NOTIFY UTILITY OWNER BEFORE CONSTRUCTION BEGINS.

WATER AND WASTEWATER:  
CITY OF SAN MARCOS  
RICHARD REMOSA  
512-393-8235

TXDOT:  
COOPER WISTRAND  
512-482-7126

TELECOMMUNICATION:  
CENTURYLINK  
DEVELOPER CONTACT GROUP  
1-800-526-3557

GBRA:  
GENERAL OFFICE  
830-379-5822

TXDOT:  
COOPER WISTRAND  
512-482-7126

TELECOMMUNICATION:  
CENTURYLINK  
DEVELOPER CONTACT GROUP  
1-800-526-3557

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512-482-7126

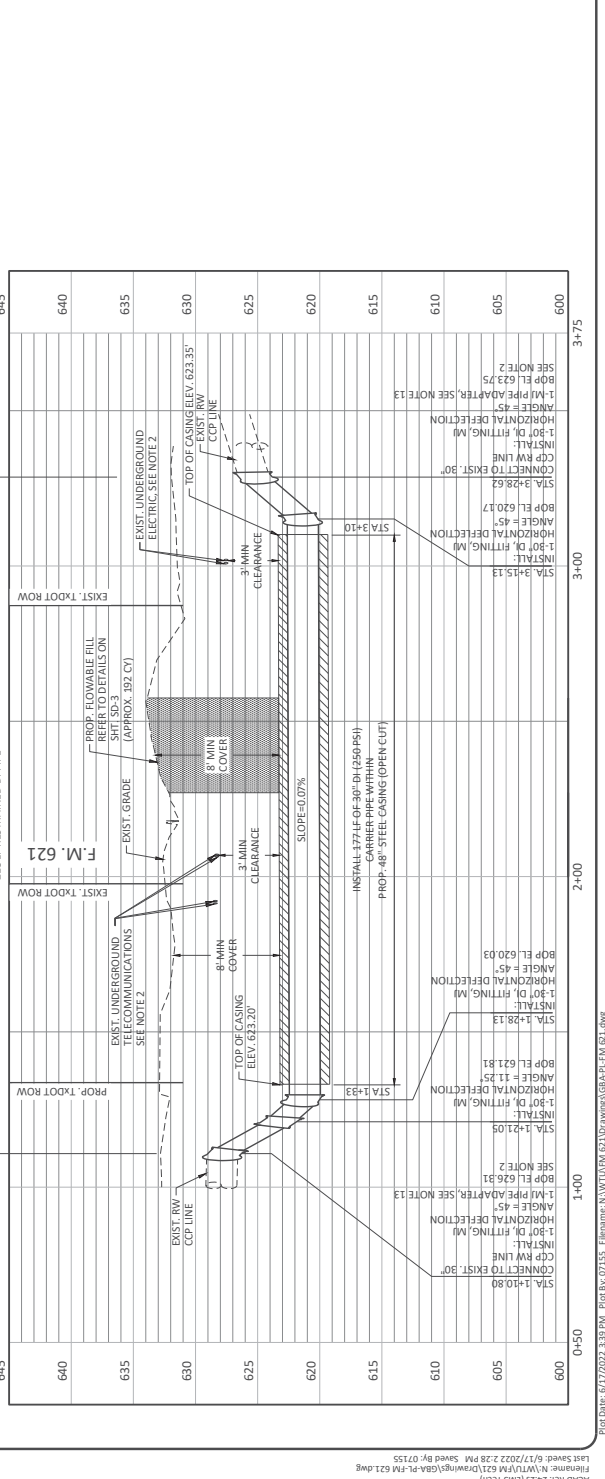
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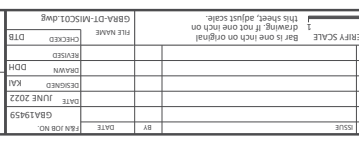
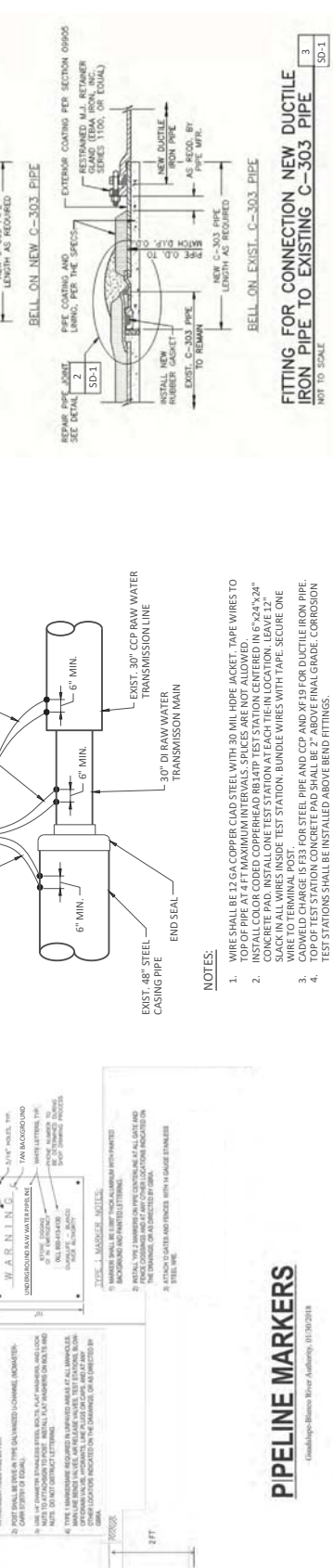
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GBRA:  
GENERAL OFFICE  
830-379-5822





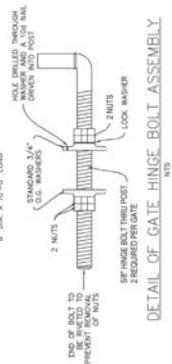
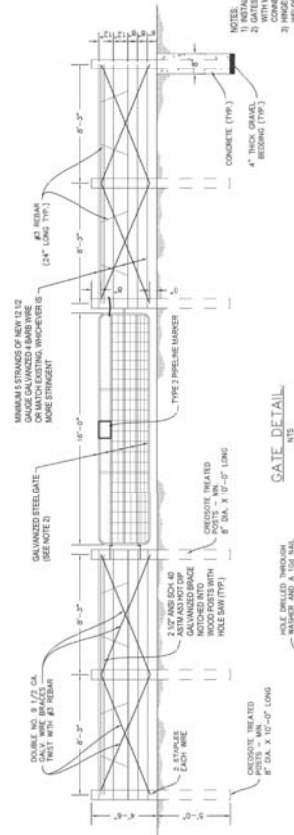
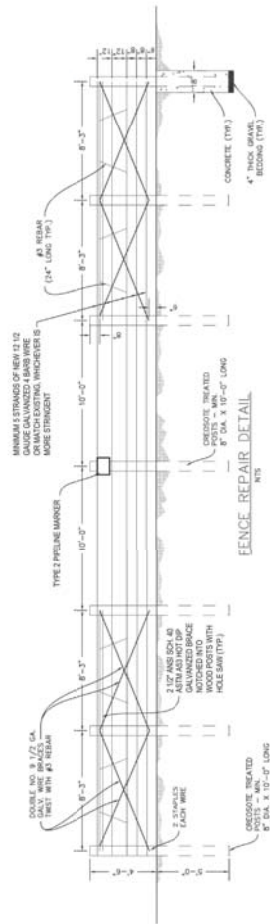
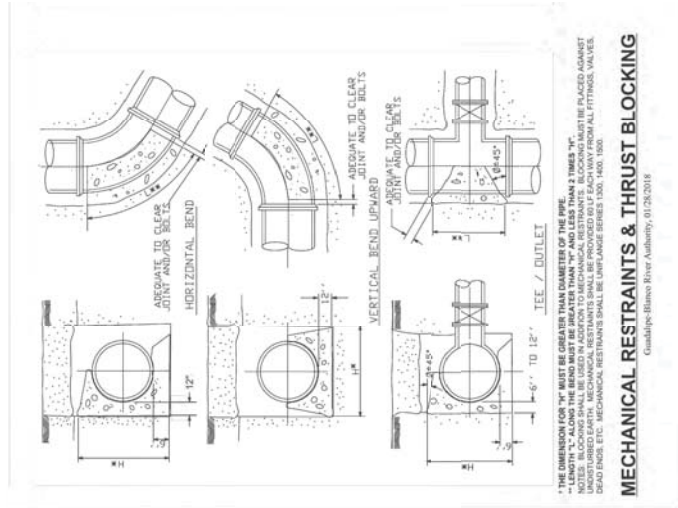
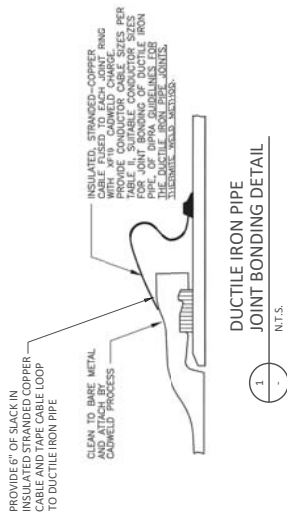


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REVIEWED	
DRAWN	DDH
DESIGNED	KAI
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BY	GBRA19459
DATE	
BY	
DATE	
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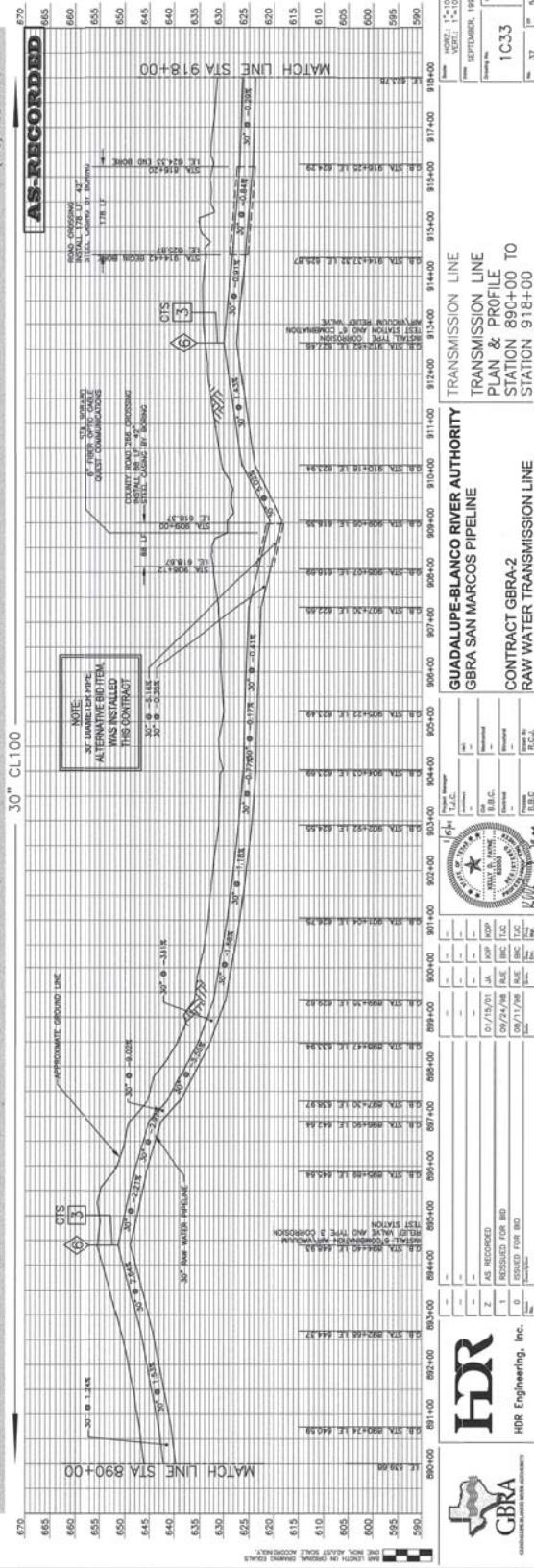
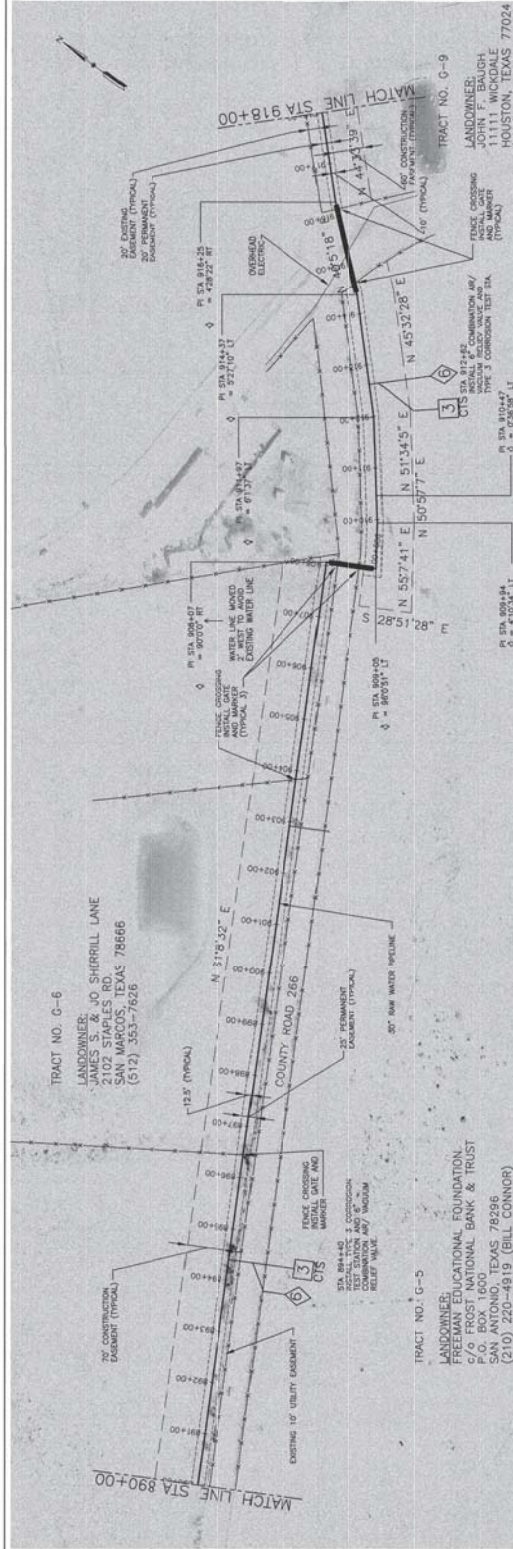






## **GATE AND BARBED WIRE FENCE DETAILS**

Guadalupe-Blanco River Authority. 01/28/2018



## NOTES:

- THIS RECORD/AS-BUILT DRAWING AND ALL THE EXISTING INFORMATION SHOWN WAS OBTAINED FROM THE PROJECT ENTITLED "CONTRACT GRAB-2 RAW WATER TRANSMISSION MAIN," DATED SEPTEMBER 1998. THIS DRAWING MAY NOT EXACTLY REFLECT THE FIELD CONDITIONS OF THE EXISTING SYSTEM. WORKERS SHOULD BE AWARE THAT THE DISCOVERY VERIFICATIONS OF THE EXISTING RELOCATIONS, FIELD ADJUSTMENTS BECOME A NECESSITY TO THE EXISTING OR PROPOSED SYSTEM (AS APPLICABLE). THE EXISTING DISCOVERED FIELD ADJUSTMENTS MUST BE BROUGHT TO THE OWNER'S ATTENTION FOR EXECUTION OF THE NECESSARY ADJUSTMENTS/MODIFICATIONS.
- THIS DRAWING IS PROVIDED FOR REFERENCE ONLY.

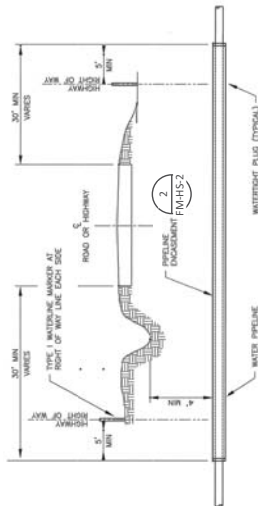
RECORD DRAWING FOR  
REFERENCE ONLY

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CHECKED	DTB
REVIEWED	
DRAWN	DDH
DESIGNED	KAI
DATE	JUNE 2022
G8A19459	

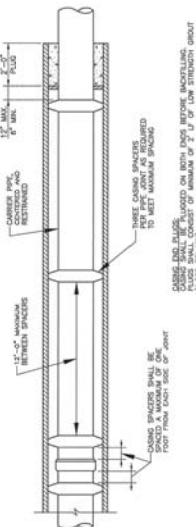
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REFERENCE ONLY

## NOTES:

- THIS PROJECT/AS-BUILT DRAWING AND ALL THE EXISTING INFORMATION SHOWN WAS OBTAINED FROM THE PROJECT ENTITLED "CONTRACT GBR4 - RAW WATER TRANSMISSION MAIN" DATED SEPTEMBER 1998. THIS DRAWING MAY NOT EXACTLY REFLECT THE CURRENT EXISTING CONDITIONS. THEREFORE, THE CONTRACTOR IS TO FIELD VERIFY THE EXISTING CONDITIONS PRIOR TO COMMENCING FULL SCALE DEMOLITION OR RENOVATION ACTIVITIES. FOLLOWING THE DISCOVERY VERIFICATIONS OF THE EXISTING FIELD CONDITIONS, SHOULD ADJUSTMENTS BECOME A NECESSITY TO THE EXISTING OR PROPOSED SYSTEM (AS APPLICABLE), THE EXISTING DISCOVERED FIELD CONDITIONS MUST BE BROUGHT TO THE OWNER'S ATTENTION FOR EXECUTION OF THE NECESSARY ADJUSTMENTS/MODIFICATIONS.
- THIS DRAWING IS PROVIDED FOR REFERENCE ONLY.



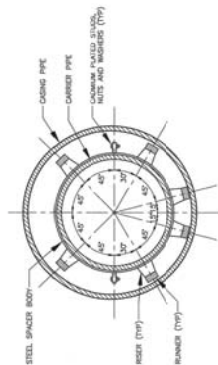
1 TYPICAL ROAD AND HIGHWAY CROSSING  
- NOT TO SCALE



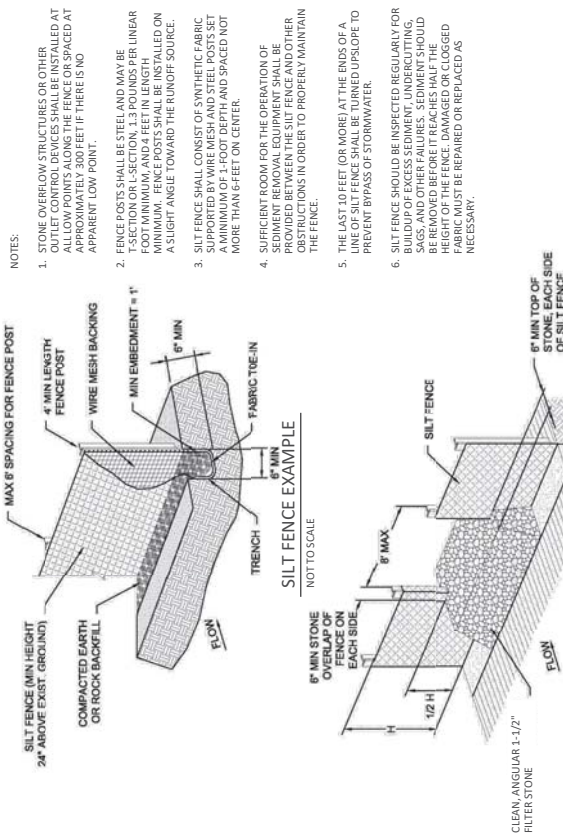
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TYPICAL ENCASEMENT

NOT TO SCALE

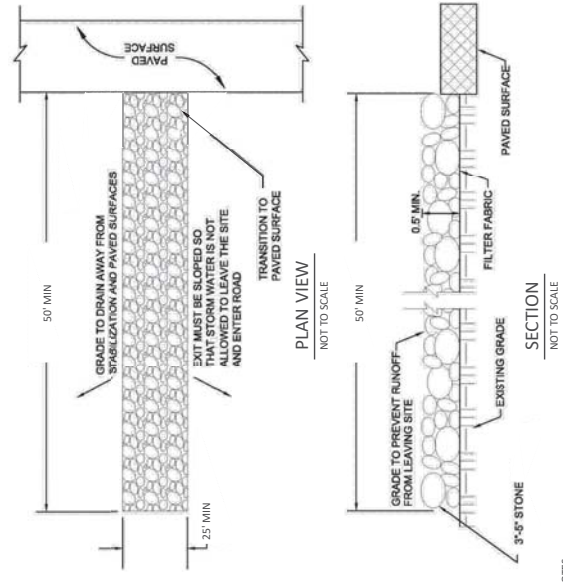






STONE OVERFLOW STRUCTURE EXAMPLE  
 NOT TO SCALE

1  
 ES-1  
 NOT TO SCALE



NOTES:

1. THE STABILIZED CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION THAT PREVENTS TRACKING OR FLOW OF SEDIMENT ONTO PAVED SURFACES. PERIODIC RE-GRADING AND TOP DRESSING WITH ADDITIONAL STONE MUST BE DONE TO KEEP THE EFFICIENCY OF THE EXIT FROM DIMINISHING. THE ROCK SHALL BE RE-GRADED WHEN RUTS APPEAR. ADDITIONAL ROCK SHALL BE ADDED WHEN SOIL IS SHOWING THROUGH THE ROCK SURFACE.
2. ADDITIONAL CONTROLS ARE NEEDED IF INSPECTIONS REVEAL A PROPERLY INSTALLED AND MAINTAINED EXIT, BUT TRACKING OF SOIL OUTSIDE THE CONSTRUCTION AREA IS STILL EVIDENT. ADDITIONAL CONTROLS MAY BE DAILY SWEEPING OF ALL SOIL SPILLED, DROPPED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY OR THE INSTALLATION OF A WHEEL CLEANING SYSTEM.

2  
 ES-1  
 NOT TO SCALE

STABILIZED CONSTRUCTION EXIT  
 NOT TO SCALE



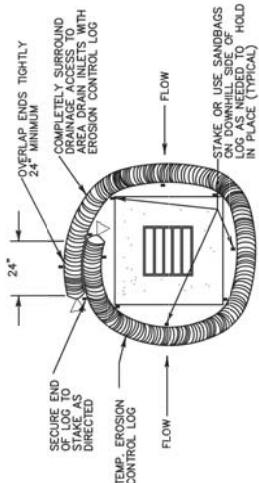
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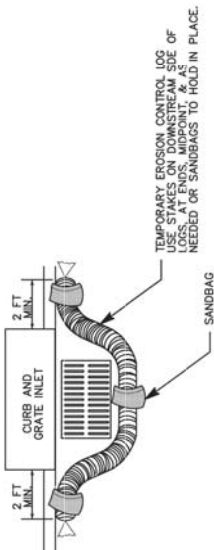
### DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

<b>The City of San Marcos</b> Engineering and Capital Improvements	RECORD COPY SIGNED BY _____ LAURIE MOYER, P.E.	1/1/2020 ADOPTED	CURRENT AS OF 1/1/2020
	<b>MULCH SOCK</b>		
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE PRIVATE USE OF THIS STANDARD.		STANDARD NO. <b>648S-1-SM</b> 1 OF 3	

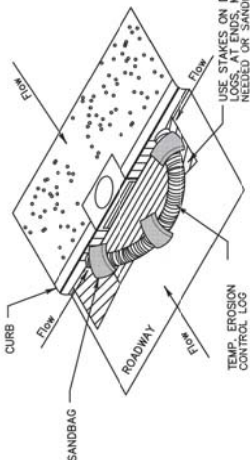




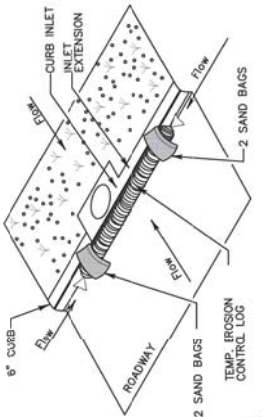
EROSION CONTROL LOG AT DROP INLET



EROSION CONTROL LOG AT CURB & GRADE INLET



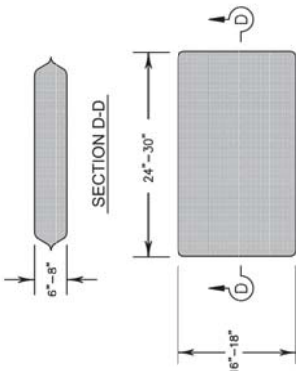
EROSION CONTROL LOG AT CURB INLET



EROSION CONTROL LOG AT CURB INLET

**NOTE:**

EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.



SANDBAG DETAIL

<b>The City of San Marcos</b> Engineering and Capital Improvements	CURRENT AS OF 11/1/2020
RECORD COPY SIGNED BY _____ <b>Laurie Moyer, P.E.</b>	11/1/2020
MULCH SOCK	ADOPTED _____
THE ARCHITECT ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. <b>648S-1-SM</b> 3 OF 3



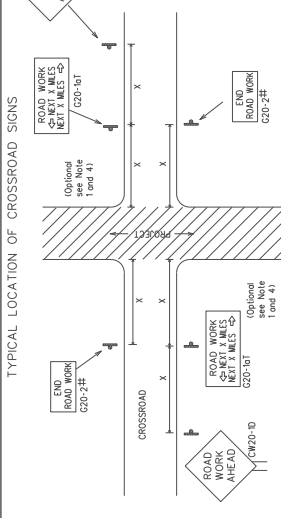








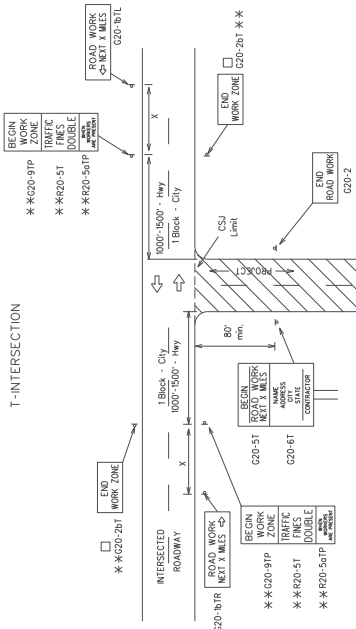
## TYPICAL LOCATION OF CROSSROAD SIGNS



# May be mounted on back of "ROAD WORK AHEAD"(CW20-TD) sign with approval of Engineer

1. The Engineer may require a crossing approach should be a "ROAD WORK AHEAD" (W20-2) Sign and a "ROAD NARROW AHEAD" (W20-3) Sign.
  2. The Engineer may use the reduced size 36" x 18" ROAD WORK AHEAD (W20-2) sign mounted back to back with the reduced size 36" x 18" ROAD NARROW AHEAD (W20-3) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume roads.
  3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSEDE AGGREGATE, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Diagram.
  4. The "ROAD NARROW AHEAD" (W20-3) sign should be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
  5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
- Note: The signs and/or delineation shown on the sheets are for informational purposes only. The Engineer/Inspector shall be responsible for determining the signs and/or delineation to be used on the project.

## T-INTERSECTION

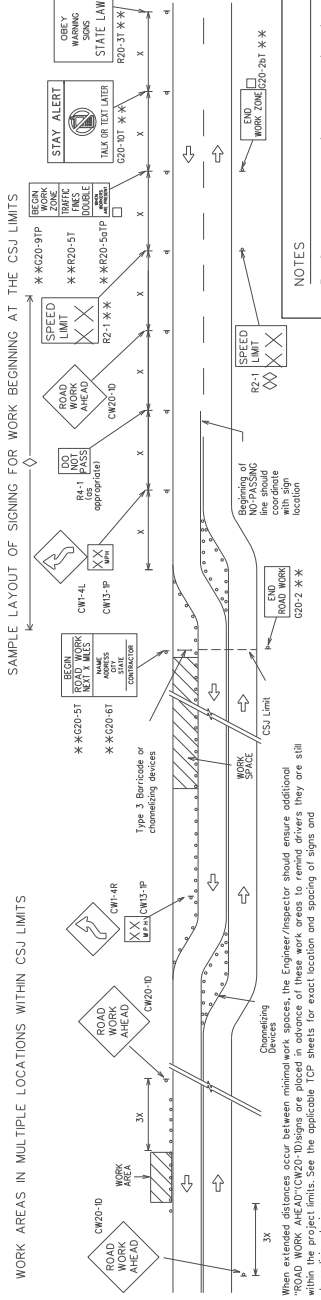


## CS LIMITS AT T-INTERSECTION

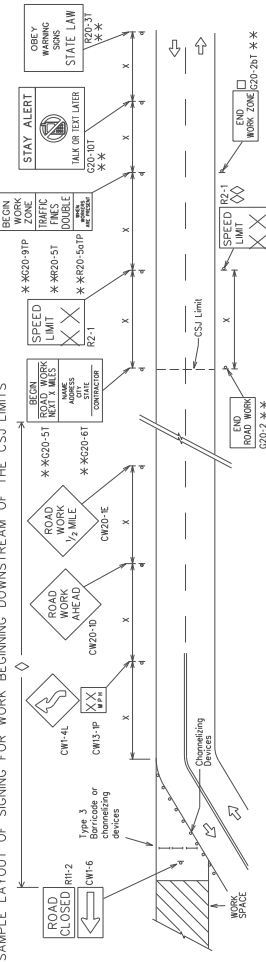
1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.

2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bL) and "ROAD WORK NEXT X MILES" right arrow(G20-1bR) signs shall be replaced by the detour signing called for in the plans.

## WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



channelizing devices.



**NOTES**

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-51) sign for each specific project. This distance shall replace the "x" and shall be rounded to the nearest whole mile with the approval of the Engineer.

☐ The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-26T) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

- ◆ Area for placement of "ROAD WORK AHEAD" (CW20-1D) signs and other signs or devices as called for on the Traffic Control Plan.
- \*\*\* CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

Contractor will install a regulatory speed limit sign at the end of the project.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING	15.6
--	------





Sign Number or Series	Conventional Road	Expressway/Freeway	Posted Speed	Sign Spacing "x"
CW20d*			MPH	Feet (Approx.)
CW21	48" x 48"	48" x 48"	30	120
CW22			35	160
CW23			40	240
CW24			45	320
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	50	400
			55	500
			60	600
			65	700
CW3, CW4, CW5, CW6, CW6-3, CW6, CW12	48" x 48"	48" x 48"	70	800
			75	900
			80	1000
			*	* 3

- \* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

## GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.

311

		Type 3 Barricade
		Channelizing Devices
		Sign
		See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

[illegible]BARRICADE AND CONSTRUCTION  
PROJECT LIMIT

BC(2)-21

[illegible]

100% DESIGN

Office: On Site

Date: 04/01/2022

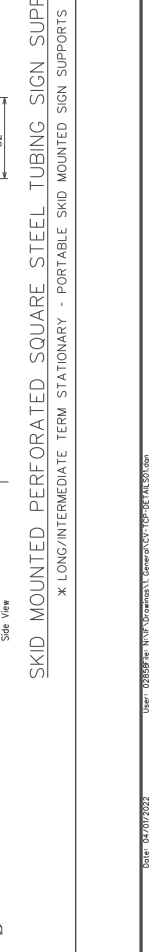
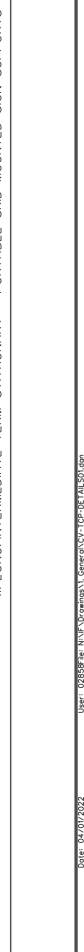
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DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of the standard to other formats or for the results of any computer calculations.









DATE:



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e
CP-DETAILS01.dgn
mo.pictg
Model: Default
Project: Freese and Nichols, Inc. - True Type Fonts
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## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date:     November 2, 2022**

**Estimated Completion Date:     May 30, 2024**

Attachment B-FM 621 Schedule

Date	Milestone
July 28th, 2002	Publication Date
August 4, 2022	Pre-Bid Conference
August 9, 2022	Question Deadline
August 19, 2022	Bid Date
October 29, 2022	Award Date <sup>1</sup>
November 2, 2022	Notice to Proceed <sup>2</sup>
March 1, 2023	Completion of FM 621 Casing Installation
December 1, 2023	Remobilization for remaining work of FM 621 Pipeline Crossing Replacement
March 30, 2024	Substantial Completion of remaining work
May 30, 2024	Final Completion

1- Award date contingent on executed reimbursement agreement with the County.

2 - NTP will be partial for material procurement. Mobilization will not occur until remaining easement is acquired by County

**Attachment C**  
**Eligibility Ratio**

- ☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “H” for proof of property interest, which is established at 100% eligible.
- ☒ Eligibility Ratio Calculation attached

**ELIGIBILITY RATIO = 52.72%**

**Estimated Construction Costs: \$1,161,125**

**Engineering Cost: \$62,183**

**GBRA Inspection and Administrative Costs: \$11,363**

**Total Construction & Engineering Cost: \$1,234,671**

**Eligibility Ratio: 52.72%**

**Estimated Reimbursable Amount: \$650,918.29**

## **Attachment D**

### **Betterment Calculation and Estimates**

- ☒ Betterment does not exist in this agreement.
- ☐ Betterment Calculation attached.



**Attachment E**  
**Proof of Property Interest**

97110010

1462 629

Initial Here

HC  
10/6/98  
(9) 25.00

The Frost National Bank, Trustee of the  
Freeman Educational Foundation  
to  
Guadalupe-Blanco River Authority

**PIPELINE EASEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

WHEREAS, GUADALUPE-BLANCO RIVER AUTHORITY ("GBRA"), a conservation and reclamation district created under a series of acts compiled as Article 8280-106, Vernon's Annotated Texas Civil Statutes, as amended, pursuant to the provisions of Article XVI, Section 59 of the Constitution of the State of Texas (hereinafter called "GBRA"), acting under the power and authority granted to it by its Charter and the Laws of the State of Texas, is now engaged in the San Marcos Raw Water Delivery System Project which requires the acquisition of certain parcels of land in certain counties for public purposes; and

WHEREAS, it is necessary as a part of the San Marcos Raw Water Delivery System Project, that GBRA acquire an easement to construct, maintain, operate, repair, rebuild, relocate, replace and remove one (1) pipeline for the transportation of water from a point on the Guadalupe River in Guadalupe County on, over and across that certain tract or parcel of land more fully described in Exhibit A attached hereto and made a part hereof ("Permanent Easement"), and a temporary construction easement for the initial construction of the pipeline on, over and across that certain tract or parcel of land more fully described in Exhibit B attached hereto and made a part hereof ("Temporary Easement"). The land comprising the Permanent Easement and the Temporary Easement is herein collectively referred to as the "Easement Area."

WHEREAS, the undersigned (hereinafter called "Grantor") is the owner of the Easement Area and has agreed to grant such easements to GBRA for the consideration and upon the terms and provisions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by GBRA to the Grantor, the

receipt of which is hereby acknowledged and confessed, Grantor does hereby grant unto GBRA, and unto its successors and assigns, a perpetual easement for the purpose of constructing, maintaining, operating, repairing, rebuilding, relocating, replacing and removing one (1) pipeline for the transportation of water from the Guadalupe River and its tributaries on, over and across the Permanent Easement described in Exhibit A attached hereto. The right of way and Permanent Easement herein conveyed is described in Exhibit A attached hereto, except that during the limited period of initial construction of said pipeline, GBRA shall have the right to use the additional strip of land described in Exhibit B, as a temporary construction easement. Upon completion of construction of the pipeline, the Temporary Easement shall terminate, and all right, title and interest of GBRA therein shall revert to Grantor, free and clear of all liens, claims and encumbrances.

THERE IS EXPRESSLY RESERVED to the Grantor, its successors and assigns, the right to use fully all of the Easement Area covered hereby for any purpose not inconsistent with the rights granted to GBRA, its successors and assigns, which reserved rights in and to the Easement Area by the Grantor shall be at all times subject and subservient to the easement rights granted to GBRA hereunder.

TO HAVE AND TO HOLD the said Easement Area, upon and subject to the following special terms and conditions, together with all and singular the rights and appurtenances thereto in anywise belonging unto the GUADALUPE-BLANCO RIVER AUTHORITY, its successors and assigns, for the purposes aforesaid; and the Grantor does hereby bind itself, its successors and assigns, to warrant and defend all and singular, the Easement Area unto the GUADALUPE-BLANCO RIVER AUTHORITY, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except as to the limitations, reservations and exceptions set forth herein, by, through or under Grantor, but not otherwise.

#### Special Terms and Conditions

The easement herein granted is made and accepted expressly subject to the following limitations, reservations, covenants and conditions:

1. Grantor herein is acting solely in its capacity as Trustee of the Freeman Educational Foundation, and not in its individual or corporate capacity. GBRA acknowledges and agrees that any claims or recovery against Grantor hereunder shall be against such Foundation and shall be limited to the assets of such Foundation.

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Initial Here

2. The easements herein granted are subject to all encumbrances and other matters of record in Hays County, Texas, and/or visible and on the ground that a correct survey would reveal, to the full extent the same exist and affect the easement herein granted, and to all leases, easements and other similar agreements granting access to or use of the Easement Area, now existing and, to the extent same do not unreasonably interfere with GBRA's rights hereunder, hereafter entered into. GBRA acknowledges that a portion of the Easement Area lies within the easement heretofore granted by Grantor to Qwest Communications Corporation, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Real Property Records of Hays County, Texas.
3. Grantor expressly reserves the right to the full use and enjoyment of said lands within the Easement Area except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction or excavation, except as expressly reserved herein by Grantor as to roads, curbing, and other paving, utilities, sewer, waterlines and underground powerlines, and fencing, on, over or across said Easement Area.
4. Grantor expressly reserves the right to construct fences, roads, curbing, utilities, sewer, waterlines, and underground powerlines across said Easement Area so long as GBRA's use of said Easement Area is not materially interfered with or disturbed.
5. Grantor expressly reserves all oil, gas and other minerals owned by Grantor, in, on, and under the Easement Area, provided, however, that Grantor shall not be permitted to drill or operate for minerals, on the surface of the said Easement Area, but will be permitted to extract oil and/or gas and/or other minerals from and under said Easement Area by directional drilling or other means, so long as GBRA's use of said Easement Area is not materially interfered with or disturbed.
6. GBRA agrees to pay for all damages to growing crops, pasture, livestock, fences, timber and all other personal property on said land which may be caused by the exercise of the rights granted hereunder.

7. GBRA, and its successors and assigns, are hereby expressly given and granted the right to assign this easement, or any part thereof or interest therein, and/or rights granted hereunder, so that each assignee or owner shall have the full rights and privileges herein granted to be owned and enjoyed in common or severally; provided, however, that any such assignment shall not relieve or release GBRA from its obligations or liabilities hereunder.
8. GBRA, in constructing the water pipeline within the Permanent Easement, will bury said pipeline so that the top of such pipeline is at least three feet (3') below the surface of the earth, except that GBRA shall have the right to construct and maintain pipeline drain valve assemblies and/or air releases and vacuum valve assemblies and cut off valves in their protective casements and barriers as well as testing devices and corrosion prevention appliances and structures on the pipeline above and below the surface of the earth within the Permanent Easement described in Exhibit A.
9. GBRA, its successors and assigns, shall have the right of ingress and egress on, over and along the Permanent Easement described in Exhibit A for any and all purposes necessary and incident to the exercise by GBRA of the rights hereunder. GBRA agrees that GBRA's, its successors and assigns, ingress and egress over Grantor's adjoining property is limited to ingress and egress over existing roads (to the extent possible) within the Easement Area herein granted, except by prior written permission of Grantor.
10. GBRA, its successors and assigns, shall have the right to install gates in Grantor's fences which are adjacent to, or cross the Easement Area, and to maintain locks on said gates. Grantor may construct other fences across the Easement Area, however, if said fences are built, GBRA, its successors and assigns, shall have the right to construct gates in said fences consistent with requirements of GBRA, its successors and assigns, with respect to access, and GBRA may maintain locks on said gates. GBRA agrees to repair or replace any fencing along Grantor's boundary adjacent to the Easement Area which is damaged by GBRA or GBRA's agents or contractors in connection with the construction, reconstruction, operation and maintenance of said Easement Area, and to restore said fence to as good a condition as existed prior to any such damage by GBRA or GBRA's agents or contractors.

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Initial Here

11. During the period of initial construction of the said pipeline, GBRA may construct such temporary fences as are required by its contractor or engineers and if such fences are constructed, GBRA will allow access, and ingress and egress across the Easement Area to Grantor.
12. After construction of the said line, GBRA will restore the surface of the Easement Area and any of Grantor's adjoining property as nearly as practicable to its original condition, so as not to affect normal drainage.
13. GBRA agrees that in the event GBRA should fail to start construction within the Permanent Easement on or before two (2) years after the date of this agreement, or in the event GBRA should cease to use and abandon said Permanent Easement as to its use herein provided, for a period of five (5) consecutive years, then GBRA's rights herein shall be deemed to have been abandoned and shall automatically terminate and the easements shall revert to Grantor free and clear of any right, title and interest in GBRA under this agreement or otherwise.

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IN WITNESS WHEREOF, this instrument is executed by the parties hereto to be effective as of September 10, 1998.

GRANTOR:

THE FROST NATIONAL BANK, AS  
TRUSTEE OF THE FREEMAN  
EDUCATIONAL FOUNDATION

By: Todd B. Herber  
Name: Todd B. Herber  
Title: Vice President

Address: P.O. Box 1600  
San Antonio, Texas  
78296-1400

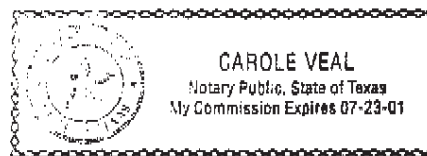
STATE OF TEXAS §  
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Todd B. Herber, Vice President of The Frost National Bank, in its capacity as Trustee of the Freeman Educational Foundation, known to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he executed the same in the stated capacity and for the purposes and consideration expressed therein.

Given under my hand and seal of office this 10<sup>th</sup> day of September, 1998.

Carole Veal

Notary Public, State of Texas



Initial Here

GRANTEE:

GUADALUPE-BLANCO RIVER AUTHORITY

By: W. E. West, Jr.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

W. E. West, Jr.  
General Manager

Address: \_\_\_\_\_

933 East Court  
Ogden, Tex. 75155

STATE OF TEXAS

§  
§  
§COUNTY OF Guadalupe

This instrument was acknowledged before me on the 23rd day of September, 1998, by W. E. West, Jr., General Manager, of Guadalupe-Blanco River Authority, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he executed same for the purposes and consideration therein expressed by and on behalf of said corporation.

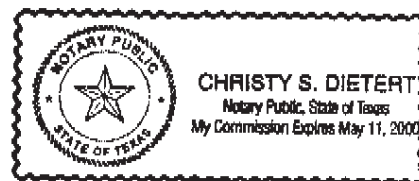
Christy S. Dietert

Notary Public, State of Texas

Exhibits:

Exhibit A - Permanent Easement

Exhibit B - Temporary Easement



D:\data\jmw\frost\freeman\pipeline.easement.doc



GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-5  
THE FROST NATIONAL BANK, TRUSTEE UNDER THE WILL of JOSEPH  
FREEMAN

FIELD NOTES FOR A 40 FOOT WIDE PERMANENT EASEMENT

Being a 40 foot wide strip (0.552 acre) out of a 525.22 acre tract called to be out of the S.A. & M.G. Railroad Survey No. 10, the William West Survey No. 2, and the Jesse W. Wilson Survey, Hays County, Texas said 525.22 acre tract described in Volume 359, Page 870 of the Deed Records of Hays County, Texas and being more particularly described as follows;

Beginning at a 1/2" iron pin with GBRA cap set at the intersection of the Southwest line of State Highway 621 with the Southeast line of County Road 266, said point being the existing North corner of said 525.22 acre tract;

Thence with said Southwest line in a curve to the right having a radius of 915.06 feet, delta angle of 02° 58' 19", tangent length of 23.74 feet, a chord bearing and distance of S 77° 00' 23" E 47.46 feet, an arc length of 47.46 feet to a point;

Thence 40 feet Southeast of and parallel with the Southeast line of County Road 266, S 45° 33' 13" W 280.83 feet, S 52° 25' 21" W 249.43 feet and S 60° 54' 24" W 82.70 feet to a point;

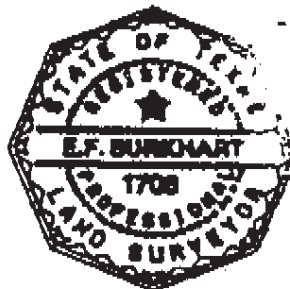
Thence N 46° 06' 28" W 41.83 feet to a 1/2" iron pin with GBRA cap set in the Southeast line of said County Road 266;

Thence with said Southeast line, N 60° 54' 24" E 91.98 feet to a 1/2" iron pin with GBRA cap set, N 52° 25' 21" E 244.06 feet to a 1/2" iron pin with GBRA cap set and N 45° 33' 13" E 252.88 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 31<sup>st</sup> day of Aug, 1998.



*E.F. Burkhardt*  
E. F. Burkhardt, RPLS 1706

GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-5  
THE FROST NATIONAL BANK, TRUSTEE UNDER THE WILL of JOSEPH  
FREEMAN

FIELD NOTES FOR A 60 FOOT WIDE TEMPORARY EASEMENT

Being a 60 foot wide strip (1.010 acres) out of a 525.22 acre tract called to be out of the S.A. & M.G. Railroad Survey No. 10, the William West Survey No. 2, and the Jesse W. Wilson Survey, Hays County, Texas said 525.22 acre tract described in Volume 359, Page 870 of the Deed Records of Hays County, Texas and being more particularly described as follows;

Beginning at a point in the Southwest line of State Highway 621, said point being S 77° 00' 23" E 47.46 feet from a ½" iron pin with GBRA cap set at the intersection of said Southwest line with the Southeast line of County Road 266, said iron pin being the existing North corner of said 525.22 acre tract;

Thence with the said Southwest line of Highway 621 in a curve to the right having a radius of 915.06 feet, delta angle of 04° 17' 36", tangent length of 34.30 feet, a chord bearing and distance of S 73° 22' 26" E 68.55 feet, an arc length of 68.57 feet to a point;

Thence 100 feet Southeast of and parallel with the Southeast line of County Road 266, S 45° 33' 13" W 317.59 feet, S 52° 25' 21" W 257.48 feet and S 60° 54' 24" W 131.54 feet to a point;

Thence N 46° 06' 28" W 104.58 feet to a point in the said Southeast line of County Road 266;

Thence with said Southeast line, N 60° 54' 24" E 62.75 feet to a ½" iron pin with GBRA cap set;

Thence S 46° 06' 28" E 41.83 feet to a point;

Thence 40 feet Southeast of and parallel with the said Southeast line of County Road 266, N 60° 54' 24" E 82.70 feet, N 52° 25' 21" E 249.43 feet and N 45° 33' 13" E 280.83 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 3<sup>rd</sup> day of Aug, 1998.

*E. F. Burkhardt*  
E. F. Burkhardt RPLS 1706



FILED AND RECORDED  
IN THE PUBLIC RECORDS

*Margie T. Villalpando*

10-6-98 03:53 PM 9821384

ROSE \$25.00

MARGIE T VILLALPANDO, County Clerk  
HAYS COUNTY

GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-5  
THE FROST NATIONAL BANK, TRUSTEE UNDER THE WILL of JOSEPH  
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Beginning at a ½" iron pin with GBRA cap set at the intersection of the Southwest line of State Highway 621 with the Southeast line of County Road 266, said point being the existing North corner of said 525.22 acre tract;

Thence with said Southwest line in a curve to the right having a radius of 915.06 feet, delta angle of 02° 58' 19", tangent length of 23.74 feet, a chord bearing and distance of S 77° 00' 23" E 47.46 feet, an arc length of 47.46 feet to a point;

Thence 40 feet Southeast of and parallel with the Southeast line of County Road 266, S 45° 33' 13" W 280.83 feet, S 52° 25' 21" W 249.43 feet and S 60° 54' 24" W 82.70 feet to a point;

Thence N 46° 06' 28" W 41.83 feet to a ½" iron pin with GBRA cap set in the Southeast line of said County Road 266;

Thence with said Southeast line, N 60° 54' 24" E 91.98 feet to a ½" iron pin with GBRA cap set, N 52° 25' 21" E 244.06 feet to a ½" iron pin with GBRA cap set and N 45° 33' 13" E 252.88 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 31<sup>st</sup> day of Aug, 1998.



  
E. F. Burkhart, RPLS 1706

GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-5  
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Beginning at a point in the Southwest line of State Highway 621, said point being S 77° 00' 23" E 47.46 feet from a ½" iron pin with GBRA cap set at the intersection of said Southwest line with the Southeast line of County Road 266, said iron pin being the existing North corner of said 525.22 acre tract;

Thence with the said Southwest line of Highway 621 in a curve to the right having a radius of 915.06 feet, delta angle of 04° 17' 36", tangent length of 34.30 feet, a chord bearing and distance of S 73° 22' 26" E 68.55 feet, an arc length of 68.57 feet to a point;

Thence 100 feet Southeast of and parallel with the Southeast line of County Road 266, S 45° 33' 13" W 317.59 feet, S 52° 25' 21" W 257.48 feet and S 60° 54' 24" W 131.54 feet to a point;

Thence N 46° 06' 28" W 104.58 feet to a point in the said Southeast line of County Road 266;

Thence with said Southeast line, N 60° 54' 24" E 62.75 feet to a ½" iron pin with GBRA cap set;

Thence S 46° 06' 28" E 41.83 feet to a point;

Thence 40 feet Southeast of and parallel with the said Southeast line of County Road 266, N 60° 54' 24" E 82.70 feet, N 52° 25' 21" E 249.43 feet and N 45° 33' 13" E 280.83 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 3<sup>rd</sup> day of Aug, 1998.

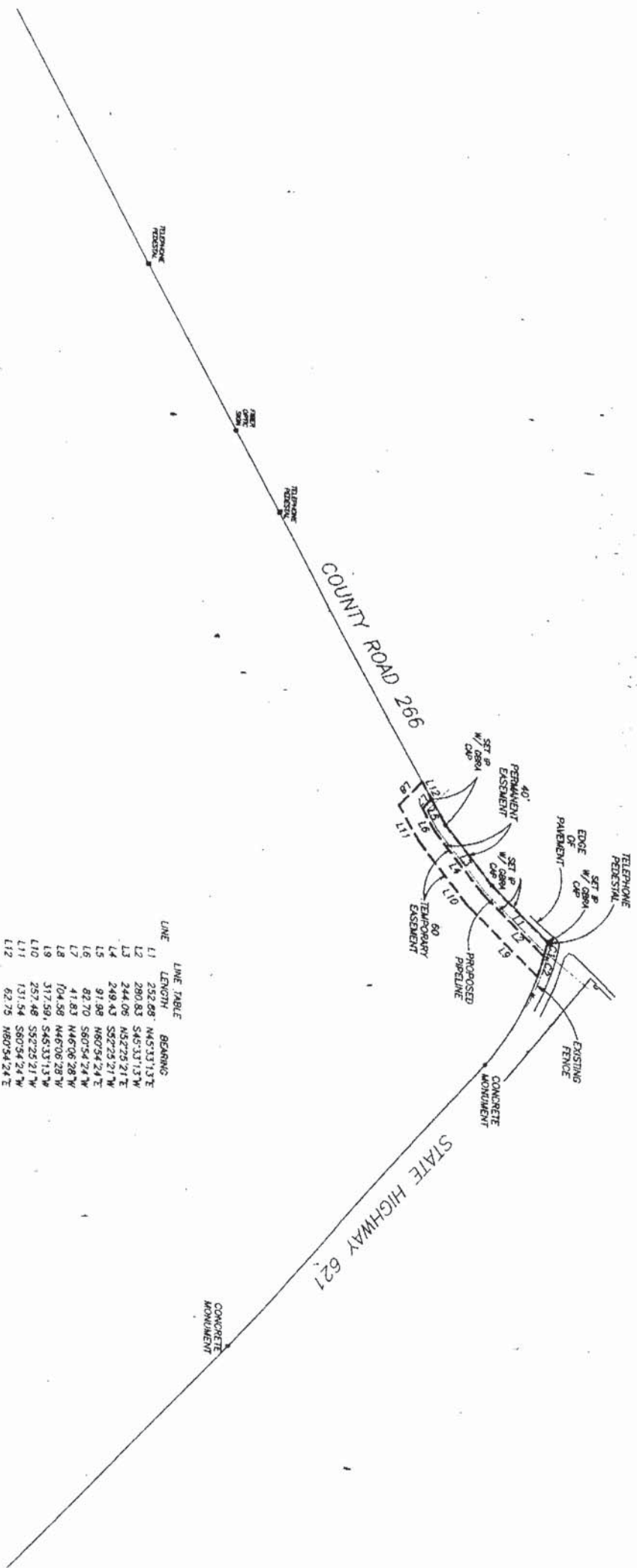


E.F. Burkhart  
E. F. Burkhart RPLS 1706

THE FROST NATIONAL BANK  
 TRUSTEE UNDER THE WILL OF  
 JOSEPH FREEMAN  
 525.22 ACRES  
 VOL. 359, PG. 870  
 40' PERMANENT EASEMENT: 0.552 OF AN ACRE  
 60' TEMPORARY EASEMENT: 1.010 ACRES  
 REMAINDER (CALCULATED): 523.658 ACRES

LINE TABLE

LINE	LENGTH	BEARING
L1	252.28	N45°13'13"E
L2	280.83	S45°13'13"W
L3	244.06	N52°25'21"E
L4	249.43	S52°25'21"W
L5	91.98	N80°54'24"E
L6	82.70	S80°54'24"W
L7	41.83	N46°06'28"W
L8	104.58	N46°06'28"W
L9	317.59	S45°13'13"W
L10	257.48	S52°25'21"W
L11	131.54	S80°54'24"W
L12	62.75	N80°54'24"E



JOHN F. BAUGH  
EULA MAE BAUGH  
BARBARA BAUGH

TO

GUADALUPE-BLANCO  
RIVER AUTHORITY

PIPELINE EASEMENT

THE STATE OF TEXAS

COUNTY OF HAYS

WHEREAS, GUADALUPE-BLANCO RIVER AUTHORITY (GBRA), a conservation and reclamation district created under a series of acts compiled as Article 8280-106, Vernon's Annotated Texas Civil Statutes, as amended, pursuant to the provisions of Article XVI, Section 59 of the Constitution of the State of Texas (hereinafter called "GBRA"), acting under the power and authority granted to it by its Charter and the Laws of the State of Texas, is now engaged in the San Marcos Raw Water Delivery System Project which requires the acquisition of certain parcels of land in certain counties for public purposes; and

WHEREAS, it is necessary as a part of the San Marcos Raw Water Delivery System Project, that GBRA acquire an easement to construct, maintain, operate, repair, rebuild, relocate, replace and remove one pipeline not exceeding 32" inches in diameter for the transportation of water from a point on the Guadalupe River in Guadalupe County on, over and across that certain tract or parcel of land shown on plat attached as Exhibit "A" and more fully described by metes and bounds in Exhibit "B" attached hereto (the "Permanent Easement") and Exhibit "C" (the "Temporary Easements") attached hereto and made a part thereof; and defined for all purposes as Permanent Easement and Temporary

Easements.

WHEREAS, the undersigned (hereinafter called "GRANTORS"), are the fee simple owners of the Permanent Easement and the Temporary Easements and have agreed to grant such easements to GBRA for the consideration and upon the terms and provisions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by GBRA to the GRANTOR, the receipt of which is hereby acknowledged and confessed, do hereby grant unto GBRA, and unto its successors and assigns, a 40 foot wide Permanent Easement for the purpose of constructing, maintaining, operating, repairing, rebuilding, relocating, replacing and removing said pipeline for the transportation of water from the Guadalupe River and its tributaries on, over and across the property of the GRANTOR as shown on copy of plat attached hereto as Exhibit "A" and incorporated by reference herein. The right of way and Permanent Easement herein conveyed is described by metes and bounds in Exhibit "B" attached hereto, except that during the period of construction of said pipeline, GBRA shall have the right to use an additional strip of land as a temporary construction easement and described in Exhibit "C."

The Permanent Easement granted herein shall be no greater than forty feet (40') in width as described above and the water line shall be installed in said easement.

This Permanent Easement is granted, subject to all encumbrances and other matters of record in Hays County, Texas (including but not limited to prior easement granted to Qwest Communications Corporation), and/or visible and apparent on the ground that a correct survey would reveal, to the full extent the same exist and affect the easement herein granted.

It is understood and agreed that this agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.

This conveyance is expressly made by Grantor and accepted by Grantee subject to the following express reservations:

1. GRANTOR expressly reserves the right to convey additional easements within the Permanent Easement for overhead or underground utilities to public utility entities (including but not limited to Canyon Water Authority) and communication entities (similar to Qwest Communications Corporation) so long as such future easements do not damage, destroy, injure, and/or interfere with GBRA's use of the Permanent Easement and right-of-way conveyed herein for the purpose for which said easement and right-of-way is conveyed herein.

2. GRANTOR expressly reserves the right to construct roads, curbing, utilities, sewer, waterlines, and underground powerlines across said permanent right of way and easement, so long as such construction does not damage, destroy, injure, and/or interfere with GBRA's use of the easement and right of way



conveyed herein for the purposes for which said easement and right of way is conveyed herein.

3. GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, or, and under the easement and right of way conveyed herein, provided, however, that GRANTOR shall not be permitted to drill or operate for minerals on the surface of the said easement and right of way, but will be permitted to extract oil and/or gas and/or other minerals from and under said easement and right of way by directional drilling or other means, so long as such drilling and/or extraction of minerals does not damage, destroy, injure, and/or interfere with Grantee's use of the easement and right of way conveyed herein for the purposes for which said easement and right of way is conveyed herein.

4. GRANTOR expressly reserves the right to extend fences across and along the Permanent Easement and right of way herein conveyed so long as the extension of said fences does not damage, destroy, injure, and/or interfere with GBRA's use of the Permanent Easement and right of way conveyed herein for the purposes for which said easement and right of way is conveyed herein.

5. GRANTOR expressly reserves the right to pave with concrete or asphalt, base or similar material across the area within the Permanent Easement and right of way, so long as such paving across the Permanent Easement and right of way does not damage, destroy, injure, and/or interfere with GBRA's use of the

easement and right of way conveyed herein for the purposes for which said easement and right of way is conveyed herein. GBRA agrees that any repairs to said paving resulting from GBRA's operations as provided herein within said easement and right of way shall be made by GBRA at GBRA's sole cost. GBRA shall have the right to approve any such repair and its cost prior to such repair being made.

6. GRANTOR expressly reserves the right to use all or any part of the easement and right of way conveyed herein for any other or further purpose that does not damage, destroy, injure and/or interfere with the use of the easement and right of way conveyed herein for the purposes for which the said easement and right of way is conveyed herein.

PROVIDED THAT, GRANTOR shall not construct or permit to be constructed any house, structure, or other obstruction within the Permanent Easement, except as expressly reserved herein by GRANTOR, and no drilling, mining, exploration for or development of oil, gas and other minerals may be conducted on the Permanent Easement.

TO HAVE AND TO HOLD said Permanent Easement and Temporary Easements upon and subject to the following SPECIAL COVENANTS and CONDITIONS, together with all and singular the rights and appurtenances thereto in anywise belonging unto the GUADALUPE-BLANCO RIVER AUTHORITY, its successors and assigns, for the purposes aforesaid, forever; and the GRANTORS do hereby bind themselves, their heirs and assigns, to WARRANT AND FOREVER

DEFEND all and singular, the said premises unto the GUADALUPE-BLANCO RIVER AUTHORITY, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, subject to the express reservations contained herein.

#### SPECIAL COVENANTS AND CONDITIONS

GRANTOR and GBRA expressly agree that this conveyance is subject to the following covenants and conditions which run with the land and be binding upon GBRA, its successors and assigns, and inure to the benefit of GRANTOR and any successive owners of GRANTOR's property that is subject to the Permanent Easement.

1. GBRA, and its successors and assigns, are hereby expressly given and granted the right to assign this easement, or any part thereof or interest therein, and/or rights granted hereunder, so that each assignee or owner shall have the full rights and privileges herein granted to be owned and enjoyed in common or severally, subject to the express reservations, covenants, and conditions contained herein.
2. GBRA agrees that there shall be no above ground appurtenances within said Permanent Easement and right of way herein conveyed except for markers which may be placed by GBRA at GRANTOR'S property lines at the beginning and at the termination of the easement, and corrosion test stations, air/vacuum valves, and blow off valves, as identified on contract drawings prepared

by HDR Engineering, Inc. for GBRA and dated September, 1998. GBRA hereby expressly acknowledges that it will have sole responsibility for furnishing adequate protection for any of its above-ground appurtenances from damage resulting from cattle grazing on the Permanent Easement and hereby expressly releases GRANTOR, their successors and assigns, from any loss arising out of any damage to such above-ground appurtenances resulting from cattle grazing on the Permanent Easement.

3. GBRA agrees that upon completion of the laying of the underground pipeline and restoration as herein provided, or upon the expiration of Eight(8) months from the date of commencement of construction within the easement and right of way herein conveyed, whichever is sooner, the Temporary Easement provided for herein shall terminate and said portion of said Temporary Easement outside of the Forty (40') foot right of way and Permanent Easement shall revert to GRANTOR free and clear of any right, title and interest in GBRA.
4. GBRA agrees, at the time of construction, to bury said water line or lines to a depth of at least 36 inches and to maintain a minimum cover of not less than 36 inches along said Permanent Easement.
5. GBRA agrees to repair or replace any fencing on GRANTOR's land which is damaged by GBRA or GBRA's

agents or contractors in connection with the construction, reconstruction, operation and maintenance of said Permanent Easement, and to restore said fence to as good a condition as existed prior to any such damage by GBRA or GBRA's agents or contractors.

6. GBRA shall have the right to install a gate within the Permanent Easement area at each point that the Permanent Easement intersects GRANTOR's property line as well as an entrance gate in GRANTOR's property line adjacent to FM 266, as identified on contract drawings prepared by HDR Engineering, Inc. for GBRA and dated September, 1998. GBRA shall also have the right to install gates within the Permanent Easement area in GRANTOR's existing fences which cross the Permanent Easement and in any additional fences constructed by GRANTOR which cross the Permanent Easement. GRANTOR shall have the right to add a lock to any gates installed by GBRA as provided herein.
7. GBRA agrees that all persons entering upon the Permanent Easement under this grant shall confine themselves to the use and purposes contemplated herein, and no trespassing or other uses shall be permitted by GBRA, its successors and assigns.
8. GBRA, its successors and assigns, shall have the right of ingress and egress on, over and along the Permanent Easement for any and all purposes necessary and

incident to the exercise by GBRA of the rights hereunder. GBRA agrees that GBRA's ingress and egress over GRANTOR'S Parent Tract is limited to ingress and egress over the Permanent Easement herein granted, and the Temporary Easement during the laying of the underground pipeline, except by prior written permission of GRANTOR and except that during the period of initial construction, GBRA shall have the right to use GRANTOR's existing entrances to GRANTOR's property.

9. GRANTOR and GBRA agree that during the period of construction of the said pipeline, GBRA may construct such temporary fences as are required by its contractor or engineers and if such fences are constructed, GBRA will allow access, and ingress and egress across the Permanent Easement to GRANTOR.
10. GBRA shall be required and does hereby agree, after the completion of any construction, installation, repair, maintenance, replacement, or removal within the Permanent Easement, to restore the Permanent Easement to a condition substantially equivalent to the condition that it was in prior to the time of such construction, installation, repair, maintenance, replacement, or removal. GBRA further agrees during the construction, installation, repair, maintenance, or replacement of the underground waterline, and until restoration is complete, to provide GRANTOR with

constant ingress and egress over and across the Permanent Easement and the Temporary Easement by way of GRANTOR'S existing entrance roadway or by the "Truck Entrance" in order to allow GRANTOR internal access to and from the remaining portions of GRANTOR'S Parent Tract. GBRA agrees that access to GRANTOR'S Parent Tract through the "Truck Entrance" will be available to GRANTOR at all times during and after such construction, installation, repair, maintenance, or replacement of the underground waterline. In connection with such construction, installation, repair, maintenance, or replacement of the underground waterline, GBRA agrees, at the beginning of such construction, installation, repair, maintenance, or replacement of the underground waterline, to add such additional gravel to the Truck Entrance and interior paved road as is reasonably required to provide an all-weather access to GRANTOR'S Parent Tract. GBRA shall have the right to use of GRANTOR's existing entrances and roadways and to that portion of GRANTOR's property outside of the Permanent and Temporary Easements as is reasonably required to restore the Permanent Easement and Temporary Easement, as provided herein, after the completion of any construction, installation, maintenance, replacement, or removal within the Permanent Easement.

11. GBRA agrees that after construction, maintenance, repair, relocation, replacing or removing of said waterline or after reconstruction, operation and maintenance of said waterline, GBRA, at its sole cost and expense, will restore the surface of the Permanent Easement as nearly as practical to its original condition as existed prior to any such construction, maintenance, repair, relocation, replacing or removing of said waterline.
12. GBRA agrees in connection with closing the trench for the pipeline in connection with any such construction, maintenance, repair, relocation, replacing, or removing of said pipeline, to compact fill as is reasonably required to preclude subsequent subsidence in the Permanent Easement and to replant the Permanent Easement with replacement grass of a "like-kind."
13. GBRA agrees that the restoration of any portion of the area paved with asphalt lying along the roadway between the main entrance and the first interior cattleguard which is cut or damaged in connection with any such construction, maintenance, repair, relocation, replacing, or removing of the pipeline, shall be fully compacted and that new asphalt paving will be installed along the entire portion of the paved roadway lying between the main entrance and the first interior cattleguard (approximately length of 100 yards).



14. GBRA agrees that, in the event the concrete apron that is located at the main entrance to the Parent Tract is disturbed, the restoration will include compacting which will preclude subsequent subsidence and pouring of a thick, heavily reinforced concrete slab from the normal edge of the County Road to a definitive position at which to join the interior asphalt road.
15. GBRA agrees that, in the event, the main entrance cattleguard is removed by GBRA in connection with the construction, installation, repair, maintenance, replacement, or removal of the pipeline, the main entrance cattleguard shall be re-installed in like condition at a location to be designated by GRANTOR.
16. GBRA agrees to comply at all times and at its sole cost with all applicable federal, state, and local laws, rules, regulations, and safety standards in connection with GBRA's activities hereunder. GRANTOR shall have no liability or responsibility for paving, fencing, or otherwise improving the Permanent Easement.
17. GBRA is not and shall not be construed as GRANTOR'S agent in contracting for any improvements to the Permanent Easement and shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the Permanent Easement, except for GBRA's easement rights hereunder. GBRA, by accepting this conveyance, does hereby indemnify and hold harmless

GRANTOR from and against any and all claims arising out of the constructing, reconstructing, inspecting, patrolling, maintaining, removing, and relocating of said lines and appurtenances, and all mechanic's, materialmen's or other liens or claims for labor or materials (and all costs and expenses associated therewith) asserted, filed or arising out of any such work.

IN WITNESS WHEREOF, this instrument is executed this 24 day of April, 1999.

John F. Baugh  
JOHN F. BAUGH

Eula Mae Baugh  
EULA MAE BAUGH

Barbara Baugh  
BARBARA BAUGH

GRANTORS

1321 PARK BAYOU DRIVE APT B-301  
(Address)  
Houston, Texas 77077  
(City, State, Zip)

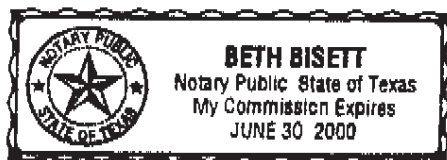
ACCEPTED: GUADALUPE-BLANCO RIVER AUTHORITY

By: Davis Altsch  
Its: Director of Project Development

THE STATE OF TEXAS

COUNTY OF Hays

26 This instrument was acknowledged before me on the  
day of April, 1999, by JOHN F. BAUGH.

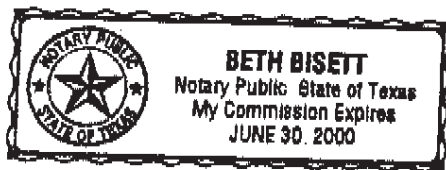


Beth Bisett  
Notary Public, State of Texas  
Notary's name (printed):  
BETH BISETT  
Notary's commission expires:  
6-30-2000

THE STATE OF TEXAS

COUNTY OF Hays

26 This instrument was acknowledged before me on the  
day of April, 1999, by EULA MAE BAUGH.



Beth Bisett  
Notary Public, State of Texas  
Notary's name (printed):  
BETH BISETT  
Notary's commission expires:  
6-30-2000

THE STATE OF TEXAS

COUNTY OF Bexar

27<sup>th</sup> This instrument was acknowledged before me on the  
day of April, 1999, by BARBARA BAUGH.



Maureen Dunkin  
Notary Public, State of Texas  
Notary's name (printed):  
MAURENE DUNKIN  
Notary's commission expires: 9-19-99

THE STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the  
21 day of April, 1999, by DAVID WELSH,  
DIRECTOR on behalf of GUADALUPE-BLANCO RIVER  
AUTHORITY.



Beth Bisett

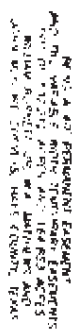
Notary Public, State of Texas

Notary's name (printed):

BETH BISETT

Notary's commission expires:

6-30-2000

[illegible]

507 212 JONES

100-443889-1



EXHIBIT "A"

GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-9  
JOHN F. and EULA MAE BAUGH and BARBARA BAUGH MORRISON

FIELD NOTES FOR A 40 FOOT WIDE PERMANENT EASEMENT

Being a 40 foot wide strip (6.982 acres) out of the William Burnett, Jr., W. A. Mathews and John McGuire Surveys, Hays County, Texas and also being out of a 532.212 acre tract described in Volume 645, Page 677 and a 164.883 acre tract described in Volume 645, Page 681, both in the Deed Records of Hays County, Texas and being more particularly described as follows;

Beginning at a ½" iron pin with GBRA cap set in the Northeast line of State Highway 621, said point being the intersection of said Northeast line with the Southeast line of County Road 266, said point being the West corner of said 532.212 acre tract;

Thence with the Southeast line of County Road 266 as follows:

N 44° 33' 26" E 785.22 feet to a ½" iron pin with GBRA cap set,  
N 44° 35' 07" E 1360.12 feet to a ½" iron pin with GBRA cap set,  
N 44° 50' 58" E 1159.22 feet to a ½" iron pin with GBRA cap set,  
N 43° 53' 19" E 825.93 feet to a ½" iron pin found,  
N 44° 49' 15" E 274.78 feet to a ½" iron pin with GBRA cap set,  
N 48° 22' 11" E 142.41 feet to a ½" iron pin found,  
N 55° 46' 14" E 102.47 feet to a ½" iron pin with GBRA cap set,  
N 62° 24' 28" E 141.63 feet to a ½" iron pin found,  
N 66° 32' 49" E 215.54 feet to a ½" iron pin found,  
N 69° 21' 06" E 138.15 feet to a ½" iron pin found,  
N 72° 45' 27" E 41.69 feet to a ½" iron pin found,  
N 75° 14' 41" E 164.66 feet to a ½" iron pin found,  
N 84° 17' 20" E 58.84 feet to a ½" iron pin found,  
N 84° 21' 23" E 162.60 feet to a ½" iron pin found,  
N 68° 05' 54" E 109.33 feet to a ½" iron pin with GBRA cap set,  
N 51° 12' 17" E 42.96 feet to a ½" iron pin with GBRA cap set,  
N 42° 13' 05" E 57.29 feet to a ½" iron pin with GBRA cap set,  
N 38° 15' 22" E 242.04 feet to a ½" iron pin found,  
N 28° 25' 19" E 205.36 feet to a ½" iron pin with GBRA cap set,  
N 20° 23' 53" E 50.42 feet to a ½" iron pin with GBRA cap set,  
N 14° 31' 37" E 45.27 feet to a ½" iron pin with GBRA cap set,  
And N 15° 28' 17" E 194.53 feet to a ½" iron pin with GBRA cap set;

Thence into the 532.212 acre tract and the 164.883 acre tract as follows:

N 07° 11' 31" E 225.77 feet to a ½" iron pin with GBRA cap set,  
N 08° 07' 29" W 31.62 feet to a ½" iron pin with GBRA cap set,  
N 01° 16' 16" E 48.59 feet to a ½" iron pin with GBRA cap set,  
N 11° 03' 21" E 50.19 feet to a ½" iron pin with GBRA cap set,  
N 23° 46' 18" E 48.74 feet to a ½" iron pin with GBRA cap set,  
N 39° 08' 34" E 59.74 feet to a ½" iron pin with GBRA cap set,  
N 34° 14' 38" E 52.34 feet to a ½" iron pin with GBRA cap set,  
N 00° 46' 06" W 89.02 feet to a ½" iron pin with GBRA cap set,  
N 47° 46' 45" E 396.04 feet to a ½" iron pin with GBRA cap set,

And N 25° 20' 06" W 56.90 feet to a ½" iron pin with GBRA cap set in the said Southeast line of County Road 266;

Thence with said Southeast line, N 45° 38' 25" E 33.81 feet to a ½" iron pin found and N 48° 04' 42" E 8.39 feet to a ½" iron pin with GBRA cap set, said point being S 58° 17' 52" W 229.43 feet from the intersection of the said Southeast line with the South bank of the San Marcos River;

Thence into the 164.883 acre tract and the 532.212 acre tract as follows:

S 25° 20' 06" E 99.98 feet,  
S 47° 46' 45" W 407.66 feet,  
S 00° 46' 06" E 83.60 feet,  
S 34° 14' 38" W 66.67 feet,  
S 39° 08' 34" W 56.05 feet,  
S 23° 46' 18" W 38.88 feet,  
S 11° 03' 21" W 42.31 feet,  
S 01° 16' 16" W 41.88 feet,  
S 08° 07' 29" E 33.72 feet,

And S 07° 11' 31" W 234.05 feet to a point 40 feet Southeast of the Southeast line of County Road 266;

Thence 40 feet Southeast of and parallel with the Southeast line of said County Road 266 as follows:

S 15° 28' 17" W 197.10 feet,  
S 14° 31' 37" W 46.99 feet,  
S 20° 23' 53" W 55.28 feet,  
S 28° 25' 19" W 211.60 feet,  
S 38° 15' 22" W 246.86 feet,  
S 42° 13' 05" W 61.82 feet,  
S 51° 12' 17" W 52.04 feet,  
S 68° 05' 54" W 120.98 feet,  
S 84° 21' 23" W 168.29 feet,  
S 84° 17' 20" W 55.65 feet,  
S 75° 14' 41" W 160.63 feet,  
S 72° 45' 27" W 39.63 feet,  
S 69° 21' 06" W 135.99 feet,  
S 66° 32' 49" W 213.11 feet,  
S 62° 24' 28" W 137.86 feet,  
S 55° 46' 14" W 97.56 feet,  
S 48° 22' 11" W 138.58 feet,  
S 44° 49' 15" W 273.21 feet,  
S 43° 53' 19" W 825.94 feet,  
S 44° 50' 58" W 1159.46 feet,  
S 44° 35' 07" W 1360.02 feet,

And S 44° 33' 26" W 763.98 feet to a point in the Northeast line of State Highway 621;

Tract G-9, 40" Permanent Easement, Pg. 3

Thence with said Northeast line in a curve to the left having a radius of 995.24 feet, delta angle of  $02^{\circ} 36' 26''$ , tangent length of 22.65 feet, chord bearing and distance of N  $73^{\circ} 24' 06''$  W 45.29 feet, an arc length of 45.29 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 9<sup>th</sup> day of Sept, 1998.



  
E. F. Burkhart RPLS 1706



GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-9  
JOHN F. and EULA MAE BAUGH and BARBARA BAUGH MORRISON

FIELD NOTES FOR A VARIABLE WIDTH TEMPORARY EASEMENT

Being a variable width strip (10.640 acres) out of the William Burnett, Jr., W. A. Mathews and John McGuire Surveys, Hays County, Texas and also being out of a 532.212 acre tract described in Volume 645, Page 677 and a 164.883 acre tract described in Volume 645, Page 681, both in the Deed Records of Hays County, Texas and being more particularly described as follows;

Beginning at a point in the Northeast line of State Highway 621, said point being S 73° 24' 06" E 45.29 feet from a ½" iron pin with GBRA cap set at the intersection of the Northeast line of said Highway with the Southeast line of County Road 266, said iron pin being the West corner of said 532.212 acre tract;

Thence 40 feet Southeast of and parallel with the Southeast line of County Road 266 as follows:

N 44° 33' 26" E 763.98 feet,  
N 44° 35' 07" E 1360.02 feet,  
N 44° 50' 58" E 1159.46 feet,  
N 43° 53' 19" E 825.94 feet,  
N 44° 49' 15" E 273.21 feet,  
N 48° 22' 11" E 138.58 feet,  
N 55° 46' 14" E 97.56 feet,  
N 62° 24' 28" E 137.86 feet,  
N 66° 32' 49" E 213.11 feet,  
N 69° 21' 06" E 135.99 feet,  
N 72° 45' 27" E 39.63 feet,  
N 75° 14' 41" E 160.63 feet,  
N 84° 17' 20" E 55.65 feet,  
N 84° 21' 23" E 168.29 feet,  
N 68° 05' 54" E 120.98 feet,  
N 51° 12' 17" E 52.04 feet,  
N 42° 13' 05" E 61.82 feet,  
N 38° 15' 22" E 246.86 feet,  
N 28° 25' 19" E 211.60 feet,  
N 20° 23' 53" E 55.28 feet,  
N 14° 31' 37" E 46.99 feet,

And N 15° 28' 17" E 197.10 feet to a point;

Thence into the 532.212 acre tract and the 164.883 acre tract as follows:

N 07° 11' 31" E 234.05 feet,  
N 08° 07' 29" W 33.72 feet,  
N 01° 16' 16" E 41.88 feet,  
N 11° 03' 21" E 42.31 feet,  
N 23° 46' 18" E 38.88 feet,  
N 39° 08' 34" E 56.05 feet,  
N 34° 14' 38" E 66.67 feet,

Tract G-9, Variable Temporary Easement, Pg. 2

N 00° 46' 06" W 83.60 feet,

N 47° 46' 45" E 407.66 feet,

And N 25° 20' 06" W 99.98 feet to a 1/2" iron pin with GBRA cap set in the Southeast line of said County Road 266, said point being S 58° 17' 52" W 229.43 feet from the intersection of the said Southeast line with the South bank of the San Marcos River;

Thence with the Southeast line of said County Road 266, N 48° 04' 42" E 62.61 feet to a point;

Thence into the 164.883 acre tract and the 532.212 acre tract as follows:

S 25° 20' 06" E 198.92 feet,

S 47° 46' 45" W 104.51 feet,

N 25° 20' 06" W 36.58 feet,

S 47° 46' 45" W 320.58 feet,

S 00° 46' 06" E 75.47 feet,

S 34° 14' 38" W 88.16 feet,

S 39° 08' 34" W 50.52 feet,

S 23° 46' 18" W 24.10 feet,

S 11° 03' 21" W 30.49 feet,

S 01° 16' 16" W 31.82 feet,

S 08° 07' 29" E 36.85 feet,

And S 07° 11' 31" W 246.46 feet to a point;

Thence 100 feet Southeast of and parallel with the Southeast line of County Road 266 as follows:

S 15° 28' 17" W 200.95 feet,

S 14° 31' 37" W 49.57 feet,

S 20° 23' 53" W 62.56 feet,

S 28° 25' 19" W 220.97 feet,

S 38° 15' 22" W 254.10 feet,

S 42° 13' 05" W 68.61 feet,

S 51° 12' 17" W 65.67 feet,

S 68° 05' 54" W 138.46 feet,

S 84° 21' 23" W 176.82 feet,

S 84° 17' 20" W 50.87 feet,

S 75° 14' 41" W 154.58 feet,

S 72° 45' 27" W 36.55 feet,

S 69° 21' 06" W 132.73 feet,

S 66° 32' 49" W 209.48 feet,

S 62° 24' 28" W 132.22 feet,

S 55° 46' 14" W 90.21 feet,

S 48° 22' 11" W 132.85 feet,

S 44° 49' 15" W 270.86 feet,

S 43° 53' 19" W 825.95 feet,

S 44° 50' 58" W 1159.83 feet,

Tract G-9, Variable Width Temporary Easement, Pg. 3

S 44° 35' 07" W 1359.87 feet,

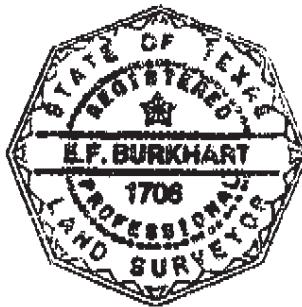
And S 44° 33' 26" W 736.30 feet to a point in the Northeast line of State Highway 621;

Thence with said Northeast line in a curve to the left having a radius of 995.24 feet, delta angle of 03° 48' 16", tangent length of 33.05 feet, chord bearing and distance of N 70° 11' 45" W 66.07 feet, an arc length of 66.08 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 9<sup>th</sup> day of SEPT, 1998.



  
E. F. Burkhart RPLS 1706

GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-9(A)  
JOHN F. and EULA MAE BAUGH and BARBARA BAUGH MORRISON

FIELD NOTES FOR A VARIABLE WIDTH TEMPORARY EASEMENT

Being a variable width strip (0.626 acre) out of the William Burnett, Jr., W. A. Mathews and John McGuire Surveys, Hays County, Texas and also being out of a 532.212 acre tract described in Volume 645, Page 677 and a 164.883 acre tract described in Volume 645, Page 681, both in the Deed Records of Hays County, Texas and being more particularly described as follows;

Beginning at a 1/2" iron pin with GBRA cap set in the Southeast line of County Road 266, said point being S 56° 04' 17" W 270.49 feet from the intersection of said Southeast line with the South bank of the San Marcos River;

Thence into the 164.883 acre tract and the 532.212 acre tract as follows:

S 25° 20' 06" E 56.90 feet to a 1/2" iron pin with GBRA cap set,  
S 47° 46' 45" W 396.04 feet to a 1/2" iron pin with GBRA cap set,  
S 00° 46' 06" E 89.02 feet to a 1/2" iron pin with GBRA cap set,  
S 34° 14' 38" W 52.34 feet to a 1/2" iron pin with GBRA cap set,  
S 39° 08' 34" W 59.74 feet to a 1/2" iron pin with GBRA cap set,  
S 23° 46' 18" W 48.74 feet to a 1/2" iron pin with GBRA cap set,  
S 11° 03' 21" W 50.19 feet to a 1/2" iron pin with GBRA cap set,  
S 01° 16' 16" W 48.59 feet to a 1/2" iron pin with GBRA cap set,  
S 08° 07' 29" E 31.62 feet to a 1/2" iron pin with GBRA cap set,  
S 07° 11' 31" W 225.77 feet to a 1/2" iron pin with GBRA cap set,

And S 15° 28' 17" W 40.53 feet to a fence post in the Southeast line of County Road 266;

Thence with said Southeast line as follows:

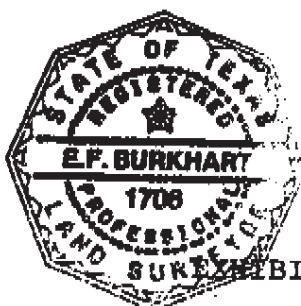
N 09° 22' 52" E 32.39 feet to a fence post,  
N 02° 58' 05" E 144.68 feet to a 1/2" iron pin found,  
N 06° 06' 42" E 273.04 feet to a 1/2" iron pin found,  
N 18° 27' 03" E 100.62 to a 1/2" iron pin found,  
N 32° 14' 27" E 48.80 feet to a 1/2" iron pin found,  
N 37° 17' 15" E 48.64 feet to a 1/2" iron pin found,  
N 37° 26' 06" E 141.33 feet to a fence post,  
N 39° 48' 04" E 68.51 feet to a fence post,  
N 43° 09' 39" E 115.19 feet to a fence post,

And N 45° 38' 25" E 86.88 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 15<sup>th</sup> day of Sept, 1998.



  
E. F. Burkhart RPLS 1706

GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-9  
JOHN F. and EULA MAE BAUGH and BARBARA BAUGH MORRISON

FIELD NOTES FOR A VARIABLE WIDTH TEMPORARY EASEMENT

Being a variable width strip (10.640 acres) out of the William Burnett, Jr., W. A. Mathews and John McGuire Surveys, Hays County, Texas and also being out of a 532.212 acre tract described in Volume 645, Page 677 and a 164.883 acre tract described in Volume 645, Page 681, both in the Deed Records of Hays County, Texas and being more particularly described as follows;

Beginning at a point in the Northeast line of State Highway 621, said point being S 73° 24' 06" E 45.29 feet from a ½" iron pin with GBRA cap set at the intersection of the Northeast line of said Highway with the Southeast line of County Road 266, said iron pin being the West corner of said 532.212 acre tract;

Thence 40 feet Southeast of and parallel with the Southeast line of County Road 266 as follows:

N 44° 33' 26" E 763.98 feet,  
N 44° 35' 07" E 1360.02 feet,  
N 44° 50' 58" E 1159.46 feet,  
N 43° 53' 19" E 825.94 feet,  
N 44° 49' 15" E 273.21 feet,  
N 48° 22' 11" E 138.58 feet,  
N 55° 46' 14" E 97.56 feet,  
N 62° 24' 28" E 137.86 feet,  
N 66° 32' 49" E 213.11 feet,  
N 69° 21' 06" E 135.99 feet,  
N 72° 45' 27" E 39.63 feet,  
N 75° 14' 41" E 160.63 feet,  
N 84° 17' 20" E 55.65 feet,  
N 84° 21' 23" E 168.29 feet,  
N 68° 05' 54" E 120.98 feet,  
N 51° 12' 17" E 52.04 feet,  
N 42° 13' 05" E 61.82 feet,  
N 38° 15' 22" E 246.86 feet,  
N 28° 25' 19" E 211.60 feet,  
N 20° 23' 53" E 55.28 feet,  
N 14° 31' 37" E 46.99 feet,

And N 15° 28' 17" E 197.10 feet to a point;

Thence into the 532.212 acre tract and the 164.883 acre tract as follows:

N 07° 11' 31" E 234.05 feet,  
N 08° 07' 29" W 33.72 feet,  
N 01° 16' 16" E 41.88 feet,  
N 11° 03' 21" E 42.31 feet,  
N 23° 46' 18" E 38.88 feet,  
N 39° 08' 34" E 56.05 feet,  
N 34° 14' 38" E 66.67 feet,

Tract G-9, Variable Temporary Easement, Pg. 2

N 00° 46' 06" W 83.60 feet,

N 47° 46' 45" E 407.66 feet,

And N 25° 20' 06" W 99.98 feet to a 1/2" iron pin with GBRA cap set in the Southeast line of said County Road 266, said point being S 58° 17' 52" W 229.43 feet from the intersection of the said Southeast line with the South bank of the San Marcos River;

Thence with the Southeast line of said County Road 266, N 48° 04' 42" E 62.61 feet to a point;

Thence into the 164.883 acre tract and the 532.212 acre tract as follows:

S 25° 20' 06" E 198.92 feet,

S 47° 46' 45" W 104.51 feet,

N 25° 20' 06" W 36.58 feet,

S 47° 46' 45" W 320.58 feet,

S 00° 46' 06" E 75.47 feet,

S 34° 14' 38" W 88.16 feet,

S 39° 08' 34" W 50.52 feet,

S 23° 46' 18" W 24.10 feet,

S 11° 03' 21" W 30.49 feet,

S 01° 16' 16" W 31.82 feet,

S 08° 07' 29" E 36.85 feet,

And S 07° 11' 31" W 246.46 feet to a point;

Thence 100 feet Southeast of and parallel with the Southeast line of County Road 266 as follows:

S 15° 28' 17" W 200.95 feet,

S 14° 31' 37" W 49.57 feet,

S 20° 23' 53" W 62.56 feet,

S 28° 25' 19" W 220.97 feet,

S 38° 15' 22" W 254.10 feet,

S 42° 13' 05" W 68.61 feet,

S 51° 12' 17" W 65.67 feet,

S 68° 05' 54" W 138.46 feet,

S 84° 21' 23" W 176.82 feet,

S 84° 17' 20" W 50.87 feet,

S 75° 14' 41" W 154.58 feet,

S 72° 45' 27" W 36.55 feet,

S 69° 21' 06" W 132.73 feet,

S 66° 32' 49" W 209.48 feet,

S 62° 24' 28" W 132.22 feet,

S 55° 46' 14" W 90.21 feet,

S 48° 22' 11" W 132.85 feet,

S 44° 49' 15" W 270.86 feet,

S 43° 53' 19" W 825.95 feet,

S 44° 50' 58" W 1159.83 feet,

Tract G-9, Variable Width Temporary Easement, Pg. 3

S 44° 35' 07" W 1359.87 feet,

And S 44° 33' 26" W 736.30 feet to a point in the Northeast line of State Highway 621;

Thence with said Northeast line in a curve to the left having a radius of 995.24 feet, delta angle of 03° 48' 16", tangent length of 33.05 feet, chord bearing and distance of N 70° 11' 45" W 66.07 feet, an arc length of 66.08 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 9<sup>th</sup> day of SEPT, 1998.



  
E. F. Burkhart RPLS 1706

GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-9  
JOHN F. and EULA MAE BAUGH and BARBARA BAUGH MORRISON

FIELD NOTES FOR A 40 FOOT<sup>\*</sup> WIDE PERMANENT EASEMENT

Being a 40 foot wide strip (6.982 acres) out of the William Burnett, Jr., W. A. Mathews and John McGuire Surveys, Hays County, Texas and also being out of a 532.212 acre tract described in Volume 645, Page 677 and a 164.883 acre tract described in Volume 645, Page 681, both in the Deed Records of Hays County, Texas and being more particularly described as follows;

Beginning at a ½" iron pin with GBRA cap set in the Northeast line of State Highway 621, said point being the intersection of said Northeast line with the Southeast line of County Road 266, said point being the West corner of said 532.212 acre tract;

Thence with the Southeast line of County Road 266 as follows:

N 44° 33' 26" E 785.22 feet to a ½" iron pin with GBRA cap set,  
N 44° 35' 07" E 1360.12 feet to a ½" iron pin with GBRA cap set,  
N 44° 50' 58" E 1159.22 feet to a ½" iron pin with GBRA cap set,  
N 43° 53' 19" E 825.93 feet to a ½" iron pin found,  
N 44° 49' 15" E 274.78 feet to a ½" iron pin with GBRA cap set,  
N 48° 22' 11" E 142.41 feet to a ½" iron pin found,  
N 55° 46' 14" E 102.47 feet to a ½" iron pin with GBRA cap set,  
N 62° 24' 28" E 141.63 feet to a ½" iron pin found,  
N 66° 32' 49" E 215.54 feet to a ½" iron pin found,  
N 69° 21' 06" E 138.15 feet to a ½" iron pin found,  
N 72° 45' 27" E 41.69 feet to a ½" iron pin found,  
N 75° 14' 41" E 164.66 feet to a ½" iron pin found,  
N 84° 17' 20" E 58.84 feet to a ½" iron pin found,  
N 84° 21' 23" E 162.60 feet to a ½" iron pin found,  
N 68° 05' 54" E 109.33 feet to a ½" iron pin with GBRA cap set,  
N 51° 12' 17" E 42.96 feet to a ½" iron pin with GBRA cap set,  
N 42° 13' 05" E 57.29 feet to a ½" iron pin with GBRA cap set,  
N 38° 15' 22" E 242.04 feet to a ½" iron pin found,  
N 28° 25' 19" E 205.36 feet to a ½" iron pin with GBRA cap set,  
N 20° 23' 53" E 50.42 feet to a ½" iron pin with GBRA cap set,  
N 14° 31' 37" E 45.27 feet to a ½" iron pin with GBRA cap set,

And N 15° 28' 17" E 194.53 feet to a ½" iron pin with GBRA cap set;

Thence into the 532.212 acre tract and the 164.883 acre tract as follows:

N 07° 11' 31" E 225.77 feet to a ½" iron pin with GBRA cap set,  
N 08° 07' 29" W 31.62 feet to a ½" iron pin with GBRA cap set,  
N 01° 16' 16" E 48.59 feet to a ½" iron pin with GBRA cap set,  
N 11° 03' 21" E 50.19 feet to a ½" iron pin with GBRA cap set,  
N 23° 46' 18" E 48.74 feet to a ½" iron pin with GBRA cap set,  
N 39° 08' 34" E 59.74 feet to a ½" iron pin with GBRA cap set,  
N 34° 14' 38" E 52.34 feet to a ½" iron pin with GBRA cap set,  
N 00° 46' 06" W 89.02 feet to a ½" iron pin with GBRA cap set,  
N 47° 46' 45" E 396.04 feet to a ½" iron pin with GBRA cap set,



And N 25° 20' 06" W 56.90 feet to a ½" iron pin with GBRA cap set in the said Southeast line of County Road 266;

Thence with said Southeast line, N 45° 38' 25" E 33.81 feet to a ½" iron pin found and N 48° 04' 42" E 8.39 feet to a ½" iron pin with GBRA cap set, said point being S 58° 17' 52" W 229.43 feet from the intersection of the said Southeast line with the South bank of the San Marcos River;

Thence into the 164.883 acre tract and the 532.212 acre tract as follows:

S 25° 20' 06" E 99.98 feet,  
S 47° 46' 45" W 407.66 feet,  
S 00° 46' 06" E 83.60 feet,  
S 34° 14' 38" W 66.67 feet,  
S 39° 08' 34" W 56.05 feet,  
S 23° 46' 18" W 38.88 feet,  
S 11° 03' 21" W 42.31 feet,  
S 01° 16' 16" W 41.88 feet,  
S 08° 07' 29" E 33.72 feet,

And S 07° 11' 31" W 234.05 feet to a point 40 feet Southeast of the Southeast line of County Road 266;

Thence 40 feet Southeast of and parallel with the Southeast line of said County Road 266 as follows:

S 15° 28' 17" W 197.10 feet,  
S 14° 31' 37" W 46.99 feet,  
S 20° 23' 53" W 55.28 feet,  
S 28° 25' 19" W 211.60 feet,  
S 38° 15' 22" W 246.86 feet,  
S 42° 13' 05" W 61.82 feet,  
S 51° 12' 17" W 52.04 feet,  
S 68° 05' 54" W 120.98 feet,  
S 84° 21' 23" W 168.29 feet,  
S 84° 17' 20" W 55.65 feet,  
S 75° 14' 41" W 160.63 feet,  
S 72° 45' 27" W 39.63 feet,  
S 69° 21' 06" W 135.99 feet,  
S 66° 32' 49" W 213.11 feet,  
S 62° 24' 28" W 137.86 feet,  
S 55° 46' 14" W 97.56 feet,  
S 48° 22' 11" W 138.58 feet,  
S 44° 49' 15" W 273.21 feet,  
S 43° 53' 19" W 825.94 feet,  
S 44° 50' 58" W 1159.46 feet,  
S 44° 35' 07" W 1360.02 feet,

And S 44° 33' 26" W 763.98 feet to a point in the Northeast line of State Highway 621;

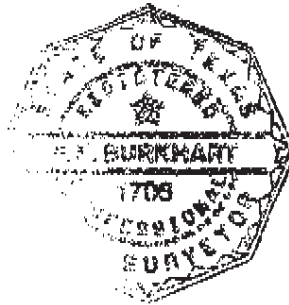
Tract G-9, 40" Permanent Easement, Pg. 3

Thence with said Northeast line in a curve to the left having a radius of 995.24 feet, delta angle of  $02^{\circ} 36' 26''$ , tangent length of 22.65 feet, chord bearing and distance of N  $73^{\circ} 24' 06''$  W 45.29 feet, an arc length of 45.29 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 9<sup>th</sup> day of Sept, 1998.



  
E. F. Burkhart RPLS 1706

GBRA SAN MARCOS RAW WATER PIPELINE TRACT G-9(A)  
JOHN F. and EULA MAE BAUGH and BARBARA BAUGH MORRISON

FIELD NOTES FOR A VARIABLE WIDTH TEMPORARY EASEMENT

Being a variable width strip (0.626 acre) out of the William Burnett, Jr., W. A. Mathews and John McGuire Surveys, Hays County, Texas and also being out of a 532.212 acre tract described in Volume 645, Page 677 and a 164.883 acre tract described in Volume 645, Page 681, both in the Deed Records of Hays County, Texas and being more particularly described as follows;

Beginning at a 1/2" iron pin with GBRA cap set in the Southeast line of County Road 266, said point being S 56° 04' 17" W 270.49 feet from the intersection of said Southeast line with the South bank of the San Marcos River;

Thence into the 164.883 acre tract and the 532.212 acre tract as follows:

S 25° 20' 06" E 56.90 feet to a 1/2" iron pin with GBRA cap set,  
S 47° 46' 45" W 396.04 feet to a 1/2" iron pin with GBRA cap set,  
S 00° 46' 06" E 89.02 feet to a 1/2" iron pin with GBRA cap set,  
S 34° 14' 38" W 52.34 feet to a 1/2" iron pin with GBRA cap set,  
S 39° 08' 34" W 59.74 feet to a 1/2" iron pin with GBRA cap set,  
S 23° 46' 18" W 48.74 feet to a 1/2" iron pin with GBRA cap set,  
S 11° 03' 21" W 50.19 feet to a 1/2" iron pin with GBRA cap set,  
S 01° 16' 16" W 48.59 feet to a 1/2" iron pin with GBRA cap set,  
S 08° 07' 29" E 31.62 feet to a 1/2" iron pin with GBRA cap set,  
S 07° 11' 31" W 225.77 feet to a 1/2" iron pin with GBRA cap set,

And S 15° 28' 17" W 40.53 feet to a fence post in the Southeast line of County Road 266;

Thence with said Southeast line as follows:

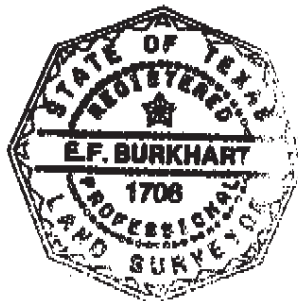
N 09° 22' 52" E 32.39 feet to a fence post,  
N 02° 58' 05" E 144.68 feet to a 1/2" iron pin found,  
N 06° 06' 42" E 273.04 feet to a 1/2" iron pin found,  
N 18° 27' 03" E 100.62 to a 1/2" iron pin found,  
N 32° 14' 27" E 48.80 feet to a 1/2" iron pin found,  
N 37° 17' 15" E 48.64 feet to a 1/2" iron pin found,  
N 37° 26' 06" E 141.33 feet to a fence post,  
N 39° 48' 04" E 68.51 feet to a fence post,  
N 43° 09' 39" E 115.19 feet to a fence post,

And N 45° 38' 25" E 86.88 feet to the place of beginning.

Plat prepared this day.

Bearings based on NAD '83, South Central Texas Zone.

Surveyed on the ground the 15<sup>th</sup> day of SEPT, 1998.



  
E. F. Burkhardt RPLS 1706



JOHN F. BAUGH  
AND WIFE EULA MAE BAUGH  
715 acres

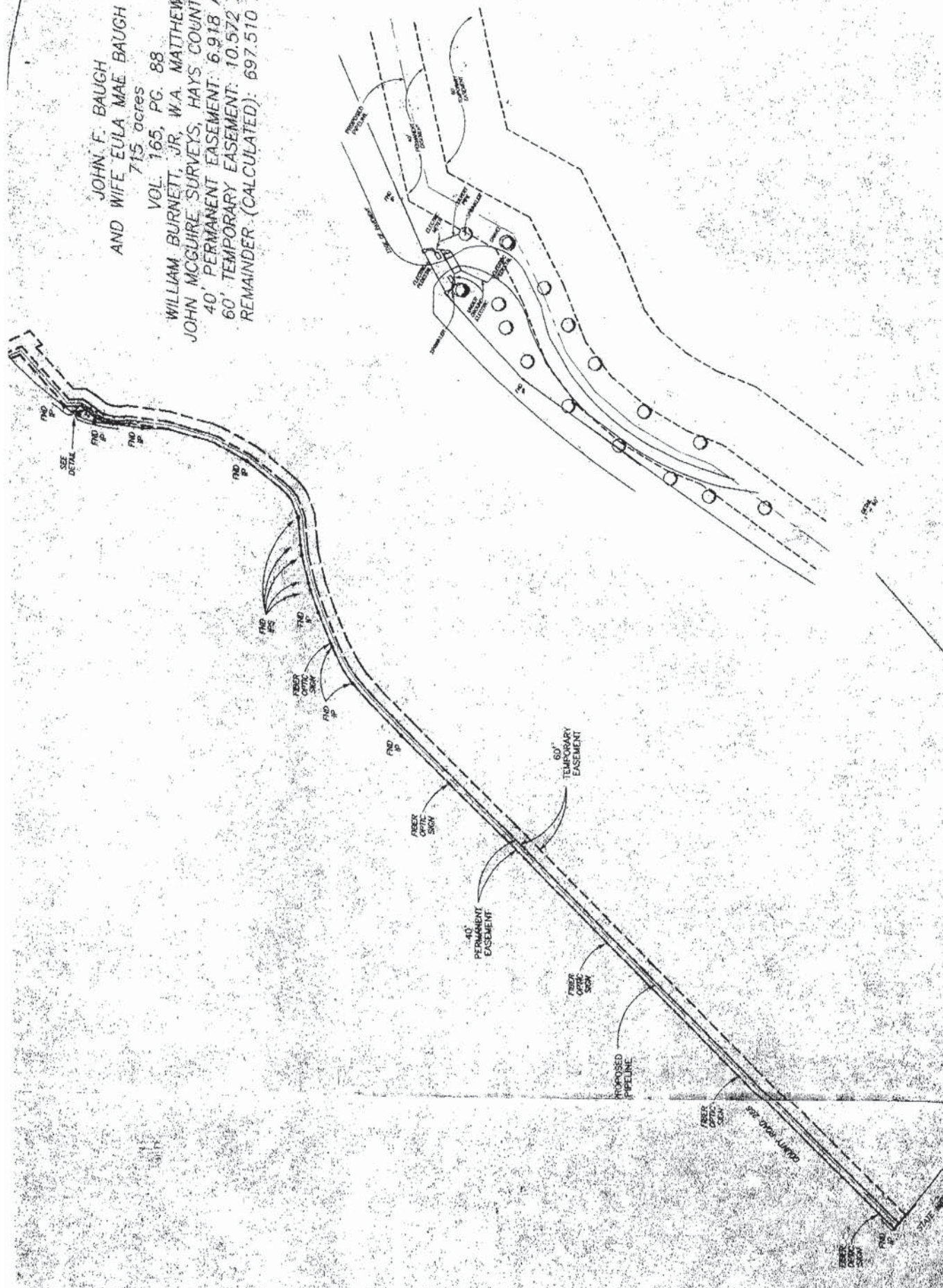
VOL. 165, PG. 88

WILLIAM BURNETT, JR, W.A. MATTHEWS AND  
JOHN MCGUIRE SURVEYS, HAYS COUNTY, TEXAS

40' PERMANENT EASEMENT: 6.918 ACRES

60' TEMPORARY EASEMENT: 10.572 ACRES

REMAINDER (CALCULATED): 697.510 ACRES



**Attachment F**  
**Joint Use Agreement**

## APPROVAL

To Yolanda Juarez

Guadalupe-Blanco River Authori

933 East Court Street

Seguin, TX 78155

Date 8/31/2022

Application No. AUS20220822141628

District App. No. 006

Highway FM 0621

Control Section 098703

Maintenance Section Hays Co Maintenance

County Hays

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. AUS20220822141628 (District Application No. 006) dated 8/31/2022 and accompanying documentation, except as noted below.

**\*\*\*\* Permit approved --- Please read and follow all the rules of this approval form. Please submit a 48Hr Notice within the UIR system before start of any construction. Message boards shall be place two weeks in advance warning of the detour, a Lane Closure Notice needs to be submitted for the duration of the project. \*\*\*\***

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

### Special Provisions:

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation  
By John Gordon  
Title General Engineering Tech  
District Austin





## UTILITY JOINT USE AGREEMENT

Form ROW-U-JUA  
Replaces ROW-U-JUAA  
(rev. 10/20)  
Page 1 of 2

U-Number: \_\_\_\_\_

ROW CSJ: 0987-03-014

District: Austin

Federal Project No.: STP 2022 (343) MM

Projected Highway Letting Date: August 2022

Utility ID: \_\_\_\_\_

County: Hays

Highway: FM 621

From: 425' Southeast of Picasso Dr

To: 1000' East of CR 266

**WHEREAS**, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

**WHEREAS**, the Guadalupe-Blanco River Authority, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

**NOW, THEREFORE**, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

TxDOT

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Utility

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

**Participation in actual costs incurred by the Utility** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

**Utility** will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

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

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

**UTILITY**

Utility: Guadalupe-Blanco River Authority

*Name of Utility*

By:

*Darrell Nichols*  
*Authorized Signature*

Darrell Nichols

*Print or Type Name*

Title: Acting General Manager

Date: \_\_\_\_\_

**EXECUTION RECOMMENDED:**

Director of TP&D: \_\_\_\_\_

District \_\_\_\_\_

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_

District Engineer

Date: \_\_\_\_\_

Initial

Date

TxDOT

Initial

Date

Utility





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Shell

---

#### **Agenda Item**

Discussion and possible action to call for a public hearing on December 6, 2022 to establish a 3-way stop location on High Mesa Drive at the intersection with Cowpoke Circle in the Cedar Oaks Mesa subdivision. **SHELL/BORCHERDING**

#### **Summary**

In response to a request by local property-owners, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on High Mesa Drive.

---

#### **Attachments**

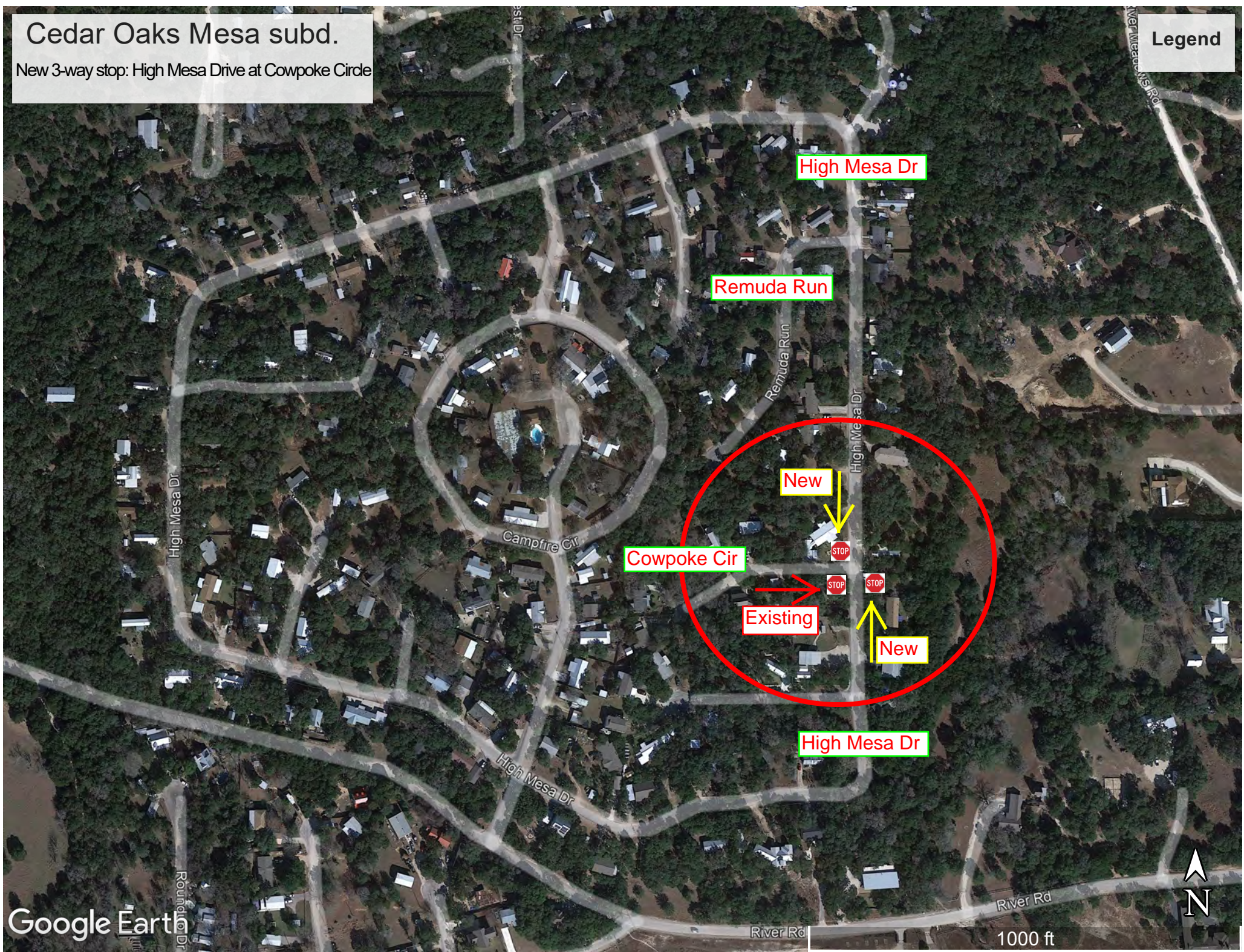
Map of High Mesa Drive (Cedar Oaks Mesa)



# Cedar Oaks Mesa subd.

New 3-way stop: High Mesa Drive at Cowpoke Circle

Legend







## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry H. Borcharding

**Sponsor:**

Commissioner Ingalsbe

---

#### **Agenda Item**

Discussion and possible action to select Raba-Kistner, Inc. to provide CE&I (Construction, Engineering, & Inspection) services for the FM110 Grading Project. **INGALSBE/BORCHERDING**

#### **Summary**

The FM 110 South Grading project requires CE&I services to oversee the construction. Raba-Kistner, Inc. has been prequalified through RFQ 2022-Q02 on October 11, 2022.

---



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Shell

---

#### **Agenda Item**

Discussion and possible action to call for a public hearing on December 6, 2022 to establish a 3-way stop location on Longbow Lane at the intersection with Indian Princess in the Woodcreek North subdivision. **JONES/BORCHERDING**

#### **Summary**

In response to a request by local property owners, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Longbow Lane.

---

#### **Attachments**

Map of Longbow Lane



# Longbow Lane

Tube Counter locations - traffic study for speed.

Legend







## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Jones

---

#### **Agenda Item**

Discussion and possible action to call for a public hearing on December 6, 2022 to establish a "No Parking" zone along the west side (school side) of Sunbright Blvd. between Vista Gardens Drive and the entrance-only drive for Sunfield Elementary School. **JONES/BORCHERDING**

#### **Summary**

In response to a request by the Hays CISD, there is a need to establish a "No Parking" zone along the school side of Sunbright Blvd (Sunfield subd.) with signage within the ROW. Vehicles are parking at this location to drop off & pick up students for Sunfield Elementary School, however the southbound lane needs to be clear for both the vehicles attempting to turn right into the entrance-only drive of the school as well as the thru traffic.

---

#### **Attachments**

Map of Sunbright Blvd (Sunfield Elementary School) No Parking zone



# Untitled Map

Write a description for your map.

## Legend

No Parking zone







## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Ingalsbe

---

#### **Agenda Item**

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #SUR0074087 in the amount of \$1,465,590.88, and acceptance of the 2-year maintenance bond #258323Y in the amount of \$243,560.78 for Hymeadow subd., Section 3, Phase 3. **INGALSBE/BORCHERDING**

#### **Summary**

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

---

#### **Attachments**

Backup documents for Hymeadow subd., Sec. 3, Ph. 3



**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

512/393-7385  
FAX: 512/393-7393

November 16, 2022

Honorable Ruben Becerra  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Hymeadow subdivision, Section 3, Phase 3

Dear Commissioners and Judge:

Josh Janysek, P.E., is requesting that Hays County accept construction of the roads and surface drainage improvements for Hymeadow subdivision, Section 3, Phase 3, release the subdivision bond #SUR0074087 in the amount of \$1,465,590.88, and accept the 2-year maintenance bond #258323Y in the amount of \$243,560.78. 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 H. Borcharding". The signature is fluid and cursive, with a long, sweeping tail that extends downwards and to the right.

Jerry Borcharding, P.E.  
Director  
Hays County Transportation



08/16/2022

RE: Hymeadow Section 3 Phase 3  
Water, Sewer, Street & Drainage Improvements  
PCIP 2021-36682  
Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On August 16, 2022, I the undersigned professional engineer, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Hymeadow Section 3 Phase 3 Water, Sewer, Street & Drainage Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

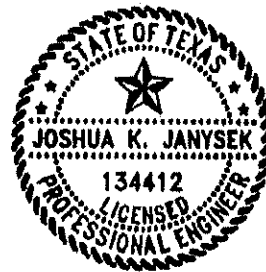
Sincerely,  
BGE, Inc.

*Josh Janysek*

Josh Janysek, P.E.  
Project Manager – Construction

cc: James Parman, Hays County  
Justin Ivicic, Maxwell SUD  
Brent Reeh, Aqua  
Bill Barton, Lennar

9/21/2022



# MAINTENANCE BOND

Bond No.: **258323Y**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio 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 Two Hundred Forty-three Thousand Five Hundred Sixty & 78/100 (\$243,560.78) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Hymeadow Section 3 Phase 3

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Hymeadow Section 3 Phase 3 - Street & Drainage Improvements

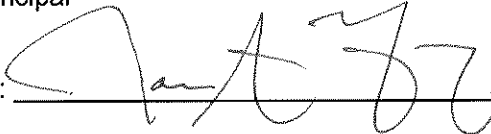
NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to 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 28th day of October, 2022.

JL Gray Construction, Inc.

Principal

By: 

Westfield Insurance Company

Surety

Seal

Local Recording Agency:

K & S Insurance

P O Box 277

Rockwall, TX 75087

By:   
Mistie Beck, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY**

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **MAY** A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **25th** day of **MAY** A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **28th** day of **October** A.D., 2022.



**Frank A. Carrino, Secretary**

**IMPORTANT NOTICE  
STATE OF TEXAS  
COMPLAINT PROCEDURES**

**1. IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

**1-800-243-0210**

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7. PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8. ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

**1-800-243-0210**

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company 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: 11/22/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

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#### Agenda Item

Discussion and possible action to accept the maintenance bond rider extensions from DNT Construction until May 7, 2023 for Sunfield subd: Phase 2, Section 8 - bond #1060750 in the amount of \$188,961.00, Phase 2, Section 11 - bond #1060751 in the amount of \$231,755.6, Phase 3, Section 2 - bond #PB03016800273M in the amount of \$32,600.00, Phase 3, Section 4 - bond #PB03016800240M in the amount of \$22,000.00, Phase 3 "Roadway Extension" - bond #PB03016800210 in the amount of 30,350.00; and until May 8, 2023 for Sunfield subd:Phase 2, Section 12 - bond #PB03016800417M in the amount of \$90,377.95. **JONES/BORCHERDING**

#### Summary

The completion of construction of the roads and drainage improvements within the County ROW for these sections of Sunfield subdivision has been delayed and the contractor is requesting more time to complete. These riders extend the duration of the existing maintenance bonds until May 7 and May 8, 2023, respectively.

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#### Attachments

Sunfield subd. maintenance bond extensions backup

## Bond Rider

Hays County, Texas  
712 S. Stagecoach Trail  
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060750  
issued to DNT Construction, LLC  
in favor of Hays County, Texas  
described as Sunfield Phase Two Section Eight (2-8) - Streets and Drainage  
Effective date of Rider 11/7/2022

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to  
☐ Name changed to ☐ Bond penalty changed to  
☐ Other change

Warranty extended to the date of May 7, 2023

\$ 188,961.00

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument  
to be signed by its duly authorized Attorney-in-Fact this 7th day of November, 2022.

By:   
Jeremy Farque, Attorney In Fact

### Distribution copy to:

DNT Construction, LLC  
2300 Picadilly Drive  
Round Rock, TX 78664

Whorton Insurance Services  
11200 Jollyville Rd.  
Austin, TX 78759



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,  
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance**


That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

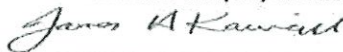
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31<sup>st</sup> day of May, 2017.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
John C. Roche, EVP and President

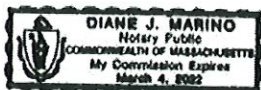


The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 31<sup>st</sup> day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of November, 2022

**CERTIFIED COPY**

  
Theodore G. Martinez, Vice President





The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653  
Citizens Insurance Company of America | 808 North Highlander Way, Howell, MI 48843  
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

## Bond Rider

Hays County, Texas  
712 S. Stagecoach Trail  
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060751  
issued to DNT Construction, LLC  
in favor of Hays County, Texas  
described as Sunfield Phase Two Section Eleven (2-11) Streets and Drainage  
Effective date of Rider 11/7/2022

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to  
☐ Name changed to ☐ Bond penalty changed to  
☐ Other change

Warranty extended to the date of May 7, 2023

\$ 231,755.60

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument  
to be signed by its duly authorized Attorney-in-Fact this 7th day of November, 2022.

By:   
Jeremy Fargue, Attorney In Fact

### Distribution copy to:

DNT Construction, LLC  
2300 Picadilly Drive  
Round Rock, TX 78664

Whorton Insurance Services  
11200 Jollyville Rd.  
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,  
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31<sup>st</sup> day of May, 2017.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America



John C. Roche, EVP and President



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America




James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 31<sup>st</sup> day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

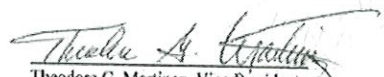


  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of November, 2022

CERTIFIED COPY

  
Theodore G. Martinez, Vice President



# Philadelphia Indemnity Insurance Company

## Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800273M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective November 7, 2022  
in the following manner:

**The Maintenance Bond expiration date is being extended to the date of: May 7, 2023**

**Sunfield Phase 3 Section 2 Utilities and Pavement Improvements**

\$ 32,600.00

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 7th day of November, 2022.

Philadelphia Indemnity Insurance Company  
Surety

  
Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



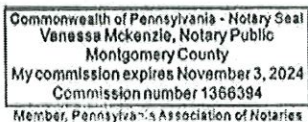
*John Glomb*

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of November, 2022



*Edward Sayago*

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

# Philadelphia Indemnity Insurance Company

## Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800240M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective November 7, 2022  
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: May 7, 2023

Sunfield Phase 3 Section 4 Utilities and Pavement Improvements

\$ 22,000.00

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 7th day of November, 2022.

Philadelphia Indemnity Insurance Company  
Surety

Jeremy Farque, Attorney-In-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

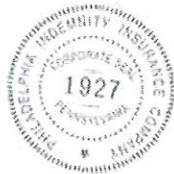
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

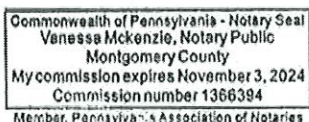


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of November, 2022.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

# Philadelphia Indemnity Insurance Company

## Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800210

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective November 7, 2022  
in the following manner:

**The Maintenance Bond expiration date is being extended to the date of:** May 7, 2023

**Sunfield Phase 3 Roadway Extension Utilities and Pavement Improvements**

\$30,350.00

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 7th day of November, 2022.

Philadelphia Indemnity Insurance Company  
Surety

Jeremy Farque, Attorney-In-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

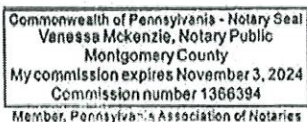
(Seal)



John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of November, 2022



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



# Philadelphia Indemnity Insurance Company

## Endorsement (Rider)

It is hereby understood and agreed that Bond No.: PB03016800417M

Principal: DNT Construction, LLC

Obligee: Hays County, Texas

In the Surety is changing this bond effective November 8, 2022  
in the following manner:

Sunfield Phase 2 Section 12 Street, Drainage Improvements

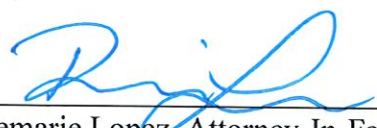
\$ 90,377.95

The bond Date is hereby amended to: Extend expiration date to: May 8, 2023

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 8th day of November, 2022.

Philadelphia Indemnity Insurance Company  
Surety

  
\_\_\_\_\_  
Rosemarie Lopez, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

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**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

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(Seal)



*John Glomb*

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*

Commonwealth of Pennsylvania - Notary Seal  
Vanessa McKenzie, Notary Public  
Montgomery County  
My commission expires November 3, 2024  
Commission number 1366394  
Member, Pennsylvania Association of Notaries

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of November, 2022.



*Edward Sayago*

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Colby Machacek, County Planner

**Sponsor:**

Commissioner Shell

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#### **Agenda Item**

PLN-1917-PC; Call for a Public Hearing on December 6th 2022, followed by discussion and possible action regarding the Rolling Oaks, Section 3, Lot 4A, Replat. **SHELL/PACHECO**

#### **Summary**

Rolling Oaks, Section 3 is a recorded subdivision located off Rolling Oaks Dr and Billie Brooks Lane in Driftwood and in Precinct 3.

The Replat of Lot 4A will create 2 lots: 4A-1 and 4A-2, across 5.028 acres.

Water utility is accomplished by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

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#### **Attachments**

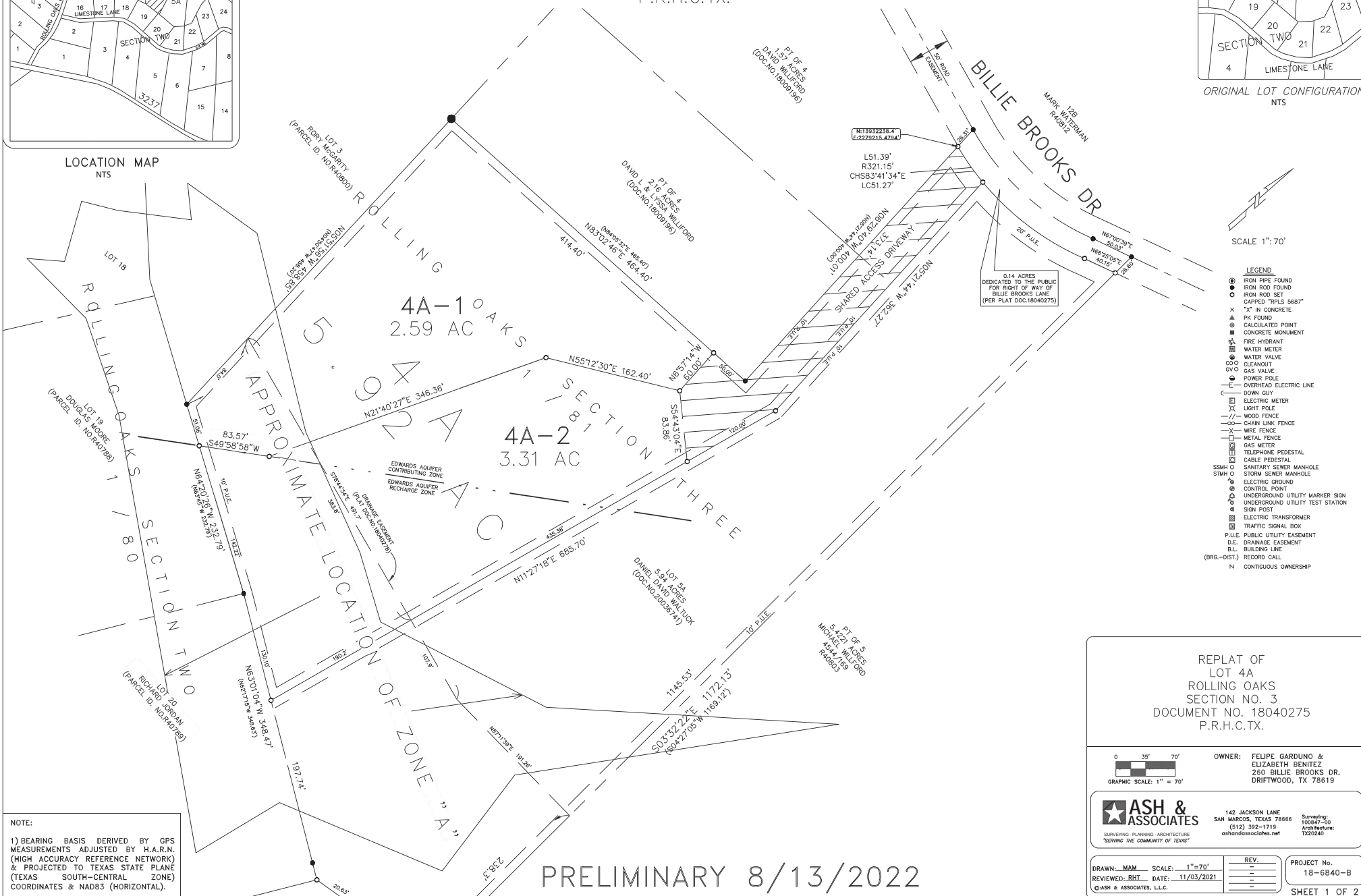
Plat

Cover Letter

Location Map



REPLAT OF  
LOT 4A  
ROLLING OAKS  
SECTION NO. 3  
DOCUMENT NO. 18040275  
P.R.H.C.TX.



NOTE:

1) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY H.A.R.N. (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE (TEXAS SOUTH-CENTRAL ZONE) COORDINATES & NAD83 (HORIZONTAL).

PRELIMINARY 8/13/2022

REPLAT OF  
LOT 4A  
ROLLING OAKS  
SECTION NO. 3  
DOCUMENT NO. 18040275  
P.R.H.C.TX.

OWNER: FELIPE GARDUNO &  
ELIZABETH BENITEZ  
260 BILLIE BROOKS DR.  
DRIFTWOOD, TX 78619



ASH &  
ASSOCIATES  
SURVEYING - PLANNING - ARCHITECTURE  
"SERVING THE COMMUNITY OF TEXAS"

142 JACKSON LANE  
SAN MARCOS, TEXAS 78666  
(512) 392-1719  
ashondassociates.net

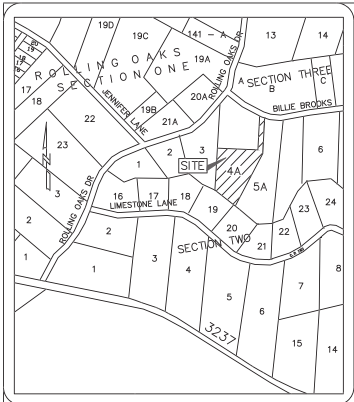
Surveying:  
100847-00  
Architecture:  
TX20240

DRAWN: MAM SCALE: 1"=70'  
REVIEWED: RHT DATE: 11/03/2021  
CASH & ASSOCIATES, L.L.C.

REV.	PROJECT No.
-	18-6840-B
-	
-	
-	
-	

SHEET 1 OF 2





LOCATION MAP  
NTS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

KNOW ALL MEN BY THESE PRESENTS

THAT, FELIPE GARDUNO & ELIZABETH BENITEZ, OWNERS OF LOT 4B, OF ROLLING OAKS - SECTION NO. 3, AN ADDITION TO HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN DOCUMENT NO. 18040275, PLAT RECORDS, HAYS COUNTY, TEXAS, SITUATED IN THE JESUSA PEREZ SURVEY, BLOCK NO. 14, SECTION NO. 14, ABSTRACT NO. 363, HAYS COUNTY, TEXAS, AS CONVEYED BY DEED TO SAID FELIPE GARDUNO & ELIZABETH BENITEZ, AND RECORDED IN DOCUMENT NO. 18009203, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY AMEND SAID LOT 4-A AND ESTABLISH "LOT 4-B AND LOT 4-C OF THE ROLLING OAKS - SECTION NO. 3 - DOCUMENT NO. 18040275". PLAT RECORDS HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED.

FELIPE GARDUNO	DATE	ELIZABETH BENITEZ	DATE
260 BILLIE BROOKS DR.		260 BILLIE BROOKS DR.	
DRIFTWOOD, TX 78619		DRIFTWOOD, TX 78619	

STATE OF TEXAS \*  
COUNTY OF HAYS \*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FELIPE GARDUNO & ELIZABETH BENITEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC  
STATE OF TEXAS

I, RICHARD H. TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES OR CONFLICTS UNLESS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WIMBERLEY TEXAS.

PRELIMINARY 8/20/2022

RICHARD H. TAYLOR	DATE
REGISTERED PROFESSIONAL LAND SURVEYOR	
STATE OF TEXAS, NO. 3986	

PLAT INFORMATION:  
TOTAL AREA: 5.92 ACRES  
TOTAL NUMBER OF LOTS: 2  
LOT - 4A-1: 2.59 ACRES  
LOT - 4A-2: 3.31 ACRES  
AVERAGE SIZE OF LOTS: 2.96 ACRES

REPLAT OF  
LOT 4A  
ROLLING OAKS  
SECTION NO. 3  
DOCUMENT NO. 18040275  
P.R.H.C.TX.

PLAT NOTES:

- 1) THIS SUBDIVISION PLAT WAS PREPARED WITHOUT BENEFIT OF COMMITMENT FOR TITLE AND IS SUBJECT TO ALL RECORDED RESTRICTIVE COVENANTS, EASEMENTS AND RIGHT-OF-WAYS, NOT SHOWN HEREON AND IS SUBJECT TO ALL NOTES, COVENANTS AND RESTRICTIONS OF ROLLING OAKS - SECTION NO. 3, AN ADDITION TO HAYS COUNTY, TEXAS, ACCORDING TO THE PLATS RECORDED IN DOCUMENT NO.18040275, PLAT RECORDS, HAYS COUNTY, TEXAS.
- 2) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48209C0245F, DATED SEPTEMBER 2, 2005, THIS PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), WHICH IS AN AREA OUTSIDE THE FEMA DESIGNATED 100-YEAR FLOODPLAIN, AND A PORTION OF THIS LOT IS LOCATED IN ZONE "A", WHICH IS AN AREA INSIDE THE FEMA DESIGNATED 100-YEAR FLOODPLAIN.
- 3) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY H.A.R.N. (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE (TEXAS SOUTH-CENTRAL ZONE) COORDINATES & NAD83 (HORIZONTAL).
- 4) LOTS FALL WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- 5) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE, EDWARD AQUIFER RECHARGE ZONE
- 6) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.
- 7) ADVANCE ON-SITE SEWAGE FACILITY SYSTEMS ONLY DUE TO HAYS COUNTY MINIMUM LOT SIZE REQUIREMENTS FOR PRIVATE WELL IN THE EDWARDS AQUIFER RECHARGE AND CONTRIBUTING ZONE.
- 8) LOTS SMALLER THAN 5 ACRES, WHICH ARE SERVED BY A SHARED ACCESS DRIVEWAY, WILL BE PROHIBITED FROM FURTHER SUBDIVISION UNLESS ADDITIONAL IMPROVED ACCESS IS PROVIDED.
- 9) ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES OF THIS SUBPARAGRAPH.
- 10) THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNOBSTRUCTED VEHICULAR ACCESS BY EMERGENCY VEHICLES.

E.T.J. NOTE  
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE CITY OF WIMBERLEY EXTRA TERRITORIAL JURISDICTION.

UTILITY INFORMATION  
WATER: PRIVATE WELLS  
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITY  
ELECTRICITY: PECKENHALES ELECTRIC COOPERATIVE, INC.  
TELEPHONE: FRONTIER

SCHOOL DISTRICT  
THIS SUBDIVISION LIES WITHIN THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY EMERGENCY SERVICE DISTRICT NO. 4 & 7

HAYS COUNTY:

UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.

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. 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.

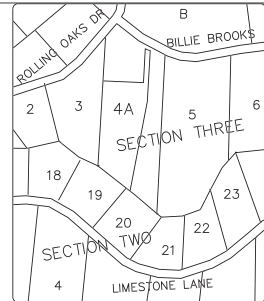
MARCUS PACHECO  
DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

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

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

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

-ALL MAILBOXES LOCATED IN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TxDOT OR FHWA APPROVED DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.-



ORIGINAL LOT CONFIGURATION  
NTS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

I, ELAINE 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\_\_\_\_.

ELAINE CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., AND RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. \_\_\_\_\_.

ELAINE CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

REPLAT OF  
LOT 4A  
ROLLING OAKS  
SECTION NO. 3  
DOCUMENT NO. 18040275  
P.R.H.C.TX.

0 35' 70'  
GRAPHIC SCALE: 1" = 70'

OWNER: FELIPE GARDUNO &  
ELIZABETH BENITEZ  
260 BILLIE BROOKS DR.  
DRIFTWOOD, TX 78619

ASH &  
ASSOCIATES  
SURVEYING - PLANNING - ARCHITECTURE  
"SERVING THE COMMUNITY OF TEXAS"

142 JACKSON LANE  
SAN MARCOS, TEXAS 78666  
(512) 392-1719  
ashandassociates.net  
Surveying: 100847-00  
Architecture: 17620240

DRAWN: MAM SCALE: 1"=70'  
REVIEWED: RMT DATE: 11/09/2021  
©ASH & ASSOCIATES, L.L.C.

REV.  
-  
-  
-

PROJECT No.  
18-6840-B

SHEET 2 OF 2



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** November 22nd, 2022

**Requested By:** Marcus Pacheco, Director of Development Services

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Director of Development Services

**Sponsoring Court Member:** Commissioner Lon Shell, Precinct 3

### **AGENDA ITEM LANGUAGE:**

Call for a Public Hearing on December 6<sup>th</sup>, 2022, followed by discussion and possible action regarding the Rolling Oaks, Section 3, Lot 4A, Replat.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) Rolling Oaks, Section 3 is a recorded subdivision located off Rolling Oaks Dr and Billie Brooks Lane in Driftwood and in Precinct 3.
- B) The Replat of Lot 4A will create 2 lots: 4A-1 and 4A-2, across 5.028 acres.
- C) Water utility is accomplished by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.
- D) Per Texas Local Government Code requirements, a public hearing for this proposed replat of Lot 4A in the Rolling Oaks, Section 3 Subdivision will take place on December 6<sup>th</sup>, 2022 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

### **STAFF COMMENTS:**

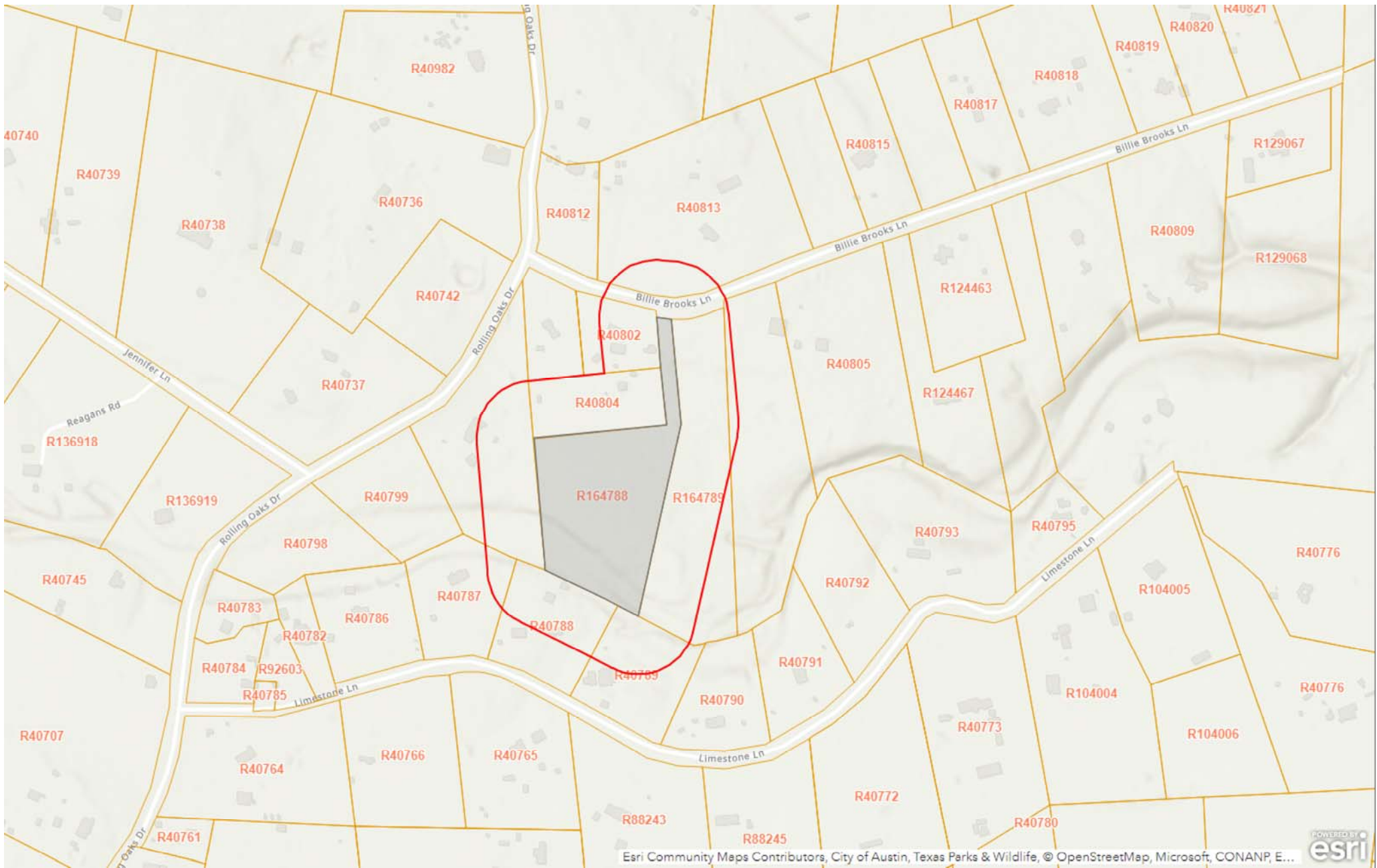
Staff has completed review for the Rolling Oaks, Section 3, Lot 4A, Replat. The items remaining are to hold the public hearing for the replat and discuss final action on the proposed replat.

There are no variances requested.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

Subdivision Plat





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Marcus Pacheco

**Sponsor:**

Commissioner Jones

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#### **Agenda Item**

PLN-2061-NP Prairie Lakes Subdivision, Phases 3-6, Preliminary Plan. Discussion and possible action to approve the preliminary plan. PACHECO/JONES

#### **Summary**

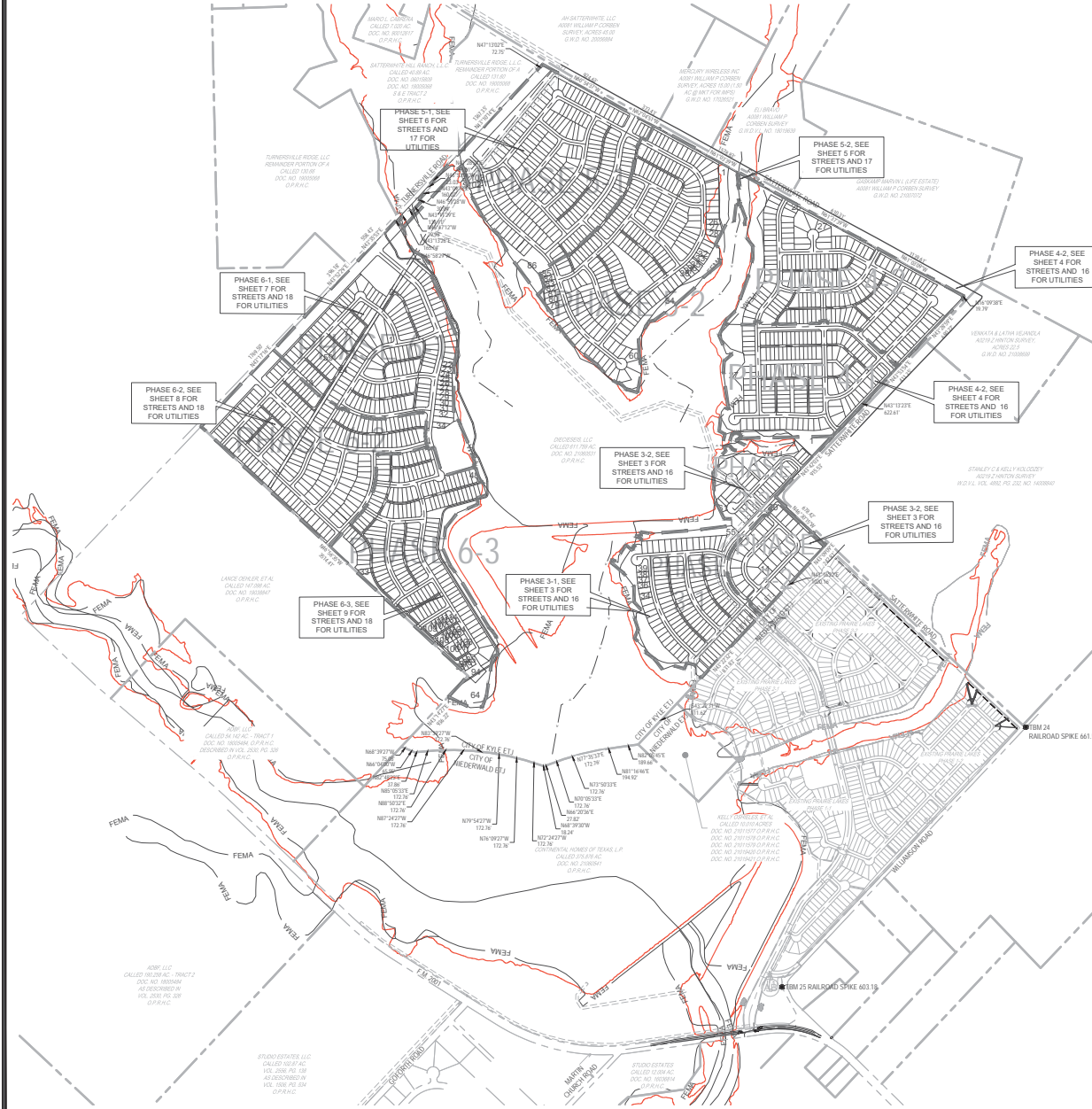
Prairie Lakes Subdivision, Phases 3-6 is a proposed 1,645 lot subdivision across 257.4 acres located off of Williamson and Satterwhite Roads in Precinct 2. Out of the 1,645 total lots, 1,542 are intended for single family residential use, 44 lots for duplex use, 44 lots for open space use, 29 lots for easement use, 2 lots for commercial use, and 1 amenity or lift station lots. Water services is being provided by Goforth Special Utility District. Wastewater treatment service is being provided by East Hays County MUD No. 1.

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#### **Attachments**

Prairie Lakes Subd. Preliminary Plan





**LEGEND**

PROPERTY BOUNDARY  
EXISTING EASEMENT  
FEMA  
FEMA 1% CHANCE ANNUAL FLOODPLAIN  
HAYS COUNTY BEST AVAILABLE FLOODPLAIN  
APPROXIMATE FEMA STREAM CENTERLINE  
PHASING BOUNDARY

0 250' 500' 1,000'  
SCALE 1" = 500'

N

TABLE 1							
STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
PHANTOM HILL BOULEVARD	60'	33'	30 MPH	C&G	MINOR COLLECTOR	PUBLIC	1463
GILMER LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	3497
EMERALD WAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	855
GALEWAY STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	813
WINDBORO LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	895
QUINN LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	922
CHERRY CREEK STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	1410
COFFEE MILLWAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	2165
DEER LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	917
MAING BOLLIVARD	60/70'	33'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	1489
ANDSON NORTH LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	1168
PROCTOR WAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	3020
WINDWOOD STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	667
ANDERSON COURT	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	162
MARINE CREEK BOULEVARD	60'	33'	30 MPH	C&G	MINOR COLLECTOR	PUBLIC	1634
CLADEWATER LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	2540
NAVARRO HILLS LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	4078
WRIGHT PALMWAY STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	932
TEXOMA STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	530
ATHENS WAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	588
CASA BLANCA WAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	1052
ORANGER STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	917
NOCCONA STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	325
WOODHURST WAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	1299
YOLDED WAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	425
AMSTAD STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	643
BRIDGEPORT STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	681
CHARLES CREEK LANE	60'	33'	30 MPH	C&G	MINOR COLLECTOR	PUBLIC	3044
NORTHWAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	2181
25E POOL LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	2558
AUDUBON STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	756
RAY ROBERTS STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	896
MOORE BOULEVARD	60'	33'	30 MPH	C&G	MINOR COLLECTOR	PUBLIC	1999
SULPHUR SPRINGS WAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	529
FLORISSWAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	668
BIG CREEK WAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	1057
WHEELER BRANCH LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	1403
BELLVILLE HOLLOW STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	628
MINERAL WELLS WAY	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	759
CISCO LANE	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	1753
LOMA ALTA STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	437
NEW HALLINGER STREET	50'	31'	25 MPH	C&G	URBANIZED LOCAL ROADWAY	PUBLIC	385

**BENCHMARK NOTES:**

TBM 24: RAILROAD SPIKE IN NORTHWEST SIDE OF POWER POLE, LOCATED ON THE SOUTHEAST SIDE OF WILLIAMSON ROAD (COUNTY ROAD 120), APPROXIMATELY 30 FEET EAST OF THE INTERSECTION WITH SATTERWHITE ROAD (COUNTY ROAD 107)

ELEV: 661.54 NAVD88 (GEOD 128)

TBM 25: RAILROAD SPIKE IN EAST SIDE OF POWER POLE, LOCATED ON THE WEST SIDE OF WILLIAMSON ROAD (COUNTY ROAD 120), APPROXIMATELY 745 FEET NORTH-NORTHWEST OF THE INTERSECTION WITH NIEDERWALD STRASSE (FM 2003)

ELEV: 603.18 NAVD88 (GEOD 128)

DESIGNED BY: \_\_\_\_\_  
REVIEWED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_

**BCE**

BOCE, INC.  
101 W. LOUISIANA BLVD., SUITE 400  
TULSA, OK 74103  
TEL: 918.439.4000 • FAX: 918.439.4001  
TULSA Registration No. P-1068

**PRAIRIE LAKES, PHASES 3-6  
KYLE, TEXAS**

**OVERALL PRELIMINARY PLAN**

2 OF 21



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

Requested By:

Sponsor: Commissioner Shell

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Wimberley Education Foundation regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL**

**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: ARPA Agreement  
Wimberley Education Foundation PW

**Fiscal Impact:**

Amount Requested: \$21,600

Line Item Number: 011-763-99-159.5600\_012

**Budget Office:**

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$21,600) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$21,600 - Increase Wimberley Education Foundation Project Contributions 011-763-99-159.5600\_012

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, ARPA 2nd Tranche received from US Treasury

Comments:

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**Attachments**

ARPA Agreement  
Wimberley Education 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 Chris Smith, Principal Information Officer, of The Wimberley Education Foundation, (“Beneficiary”), located at 951 FM2325, Wimberley, TX 78676 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 \$21,600 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 14<sup>th</sup>, 2022.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
  - K-12 School
  - College or university

- Library
  - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
  - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
  - Beneficiary certifies that 55 employees were employed by the business/special-purpose unit of local government/non-profit as of September 20, 2022.

#### **SECTION 4 - NONDISCRIMINATION CLAUSE**

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

#### **SECTION 5 – MISCELLANEOUS**

A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate this condition precedent to judicial or quasi-judicial action.

G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created September 20, 2022 through December 31, 2026.

## **SECTION 6 – PAYMENT**

A. Amount of Grant: The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of completed project work, validation of actual expenditures and subject to compliance with the voucher procedures as described below.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly

contingent upon (i) the Beneficiary submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the “Auditor”). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.**

BENEFICIARY: Wimberley Education Foundation

Owner Name: Chris Smith

Owner Title: Principal Information Officer (WEF President)

SIGNATURE: *Chris W Smith*

DATE: 11/7/2022

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





# HCTX111\_Wimberley Education Foundation

HAYS COUNTY ARPA SLFRF PROJECT

# HCTX111\_Wimberley Education Foundation

1	Wimberley Education 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 WIMBERLEY EDUCATION FOUNDATION

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## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Wimberley Education Foundation (WEF) is a 501(c)(3) non-profit organization that generates and distributes resources to or on behalf of the Wimberley Independent School District (WISD) to enrich teaching, inspire learning and maximize opportunities needed to meet the district's stated mission and promote excellence in education for all students in the WISD. WISD operates one primary school (students pre-k to 2<sup>nd</sup> grade), one elementary school (students 3<sup>rd</sup> to 5<sup>th</sup> grade), one junior high school (students 6<sup>th</sup> to 8<sup>th</sup> grade), and one high school (students 9<sup>th</sup> to 12<sup>th</sup> grade).

WEF operates via their location within WISD's Central Office at 951 FM2325, Wimberley, TX 78676<sup>1</sup>. WEF coordinates efforts to achieve its mission by directing resources toward the following goals:

- Encourage all students to work toward their highest potential
- Innovative Teaching Grants
- Recognize staff for exemplary teaching
- Building community awareness for WEF
- Inspire parents and community to participate with the school district in enriching education

Tax exempt organizations are not required to file Form 990 or Form 990-EZ when their gross receipts are normally not more than \$50,000, i.e., WEF. Therefore, WEF's Profit and Loss statements for 2019 and 2020 were used to determine pandemic-induced revenue loss.

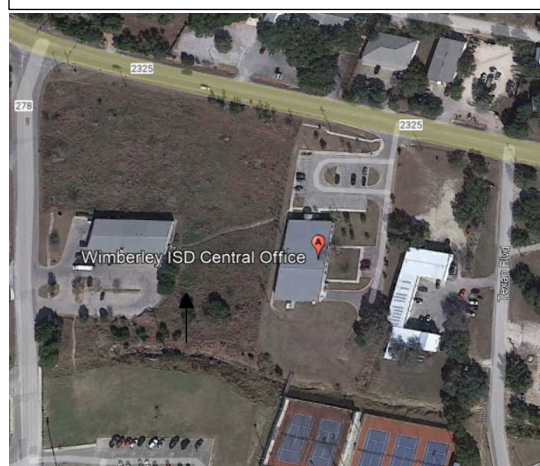
WEF experienced a revenue loss of \$29, 273.34 in 2019 and \$19,415.98 in 2020 due to a decrease in contributions and grants, and fund raising.

## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

WEF hosts two fund raising events per year, the proceeds of which fund two rounds of teacher grants, one in October and one in the Spring. The Spring awards consist of "mini-grants" and "innovative grants". COVID-19 group and crowd restrictions prohibited WEF from being able to host these annual fund-raising events in 2020. WEF was able to host an outdoor drive-in night during Halloween weekend. The funds from the outdoor event were combined with reserves to fund the October and Spring grants. However, WEF was unable to fund any "innovative grants" in Spring 2020.

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 WEF's financial hardship from the revenue loss. Through a grant of \$21,600 WEF will be able to:

Figure 1. WEF Office Location



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<sup>1</sup> Figure 1 Google Earth Imagery

- 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 costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

### 1.3 PROGRAM SUMMARY

WEF provided their profit and loss statements for 2019, and 2020 to support their eligibility as a beneficiary of ARPA SLFRF. WEF's funding of teacher grants for 2020 was reduced as a result of COVID 19 group and crowd restrictions, which curtailed the size of fundraising events. The validation and cost reasonableness analysis determined WEF can demonstrate a pandemic related harm up to \$21,600 the for the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. WEF's initial award is \$21,600

## 2 COMPARATIVE ANALYSIS

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### 2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic WEF saw a reduction in its revenue, which is primarily funded by contributions and grants.

The ARPA SLFRF grant is critical to help WEF bridge recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 84% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35<sup>2</sup> to count projected annual growth in accordance with the US Treasury's revenue loss calculation, WEF's loss of revenue is \$21,630.55 for 2020.

*Table 1: Profit and Revenue Loss*

	2019	2020
Contributions and grants	42,587.98	23,172.00
Total Revenue	42,587.98	23,172.00
Total Expenses	54,345.00	19,903.00
Revenue less expenses	(11,757.02)	3,269.00
		(19,415.98)
		-84%
Projected Growth		\$44,802.55
Revenue Loss		(21,630.55)

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<sup>2</sup> 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".

WEF hosts a Fall event and a Spring raffle each year to fund two rounds of teacher grants. The Spring awards consist of “mini-grants” and “innovative grants”.

COVID-19 group and crowd restrictions prohibited WEF from being able to host these annual fund-raising events in 2020. WEF was able to host an outdoor drive-in night during Halloween weekend which raised approximately \$7,000. The funds from the outdoor event were combined with reserves to fund the October and Spring grants. However, WEF was unable to fund any “innovative grants” in Spring 2020. Table 2 shows the number and award amount for each cycle from 2019 to 2021, including a forced reduction in the number and amount(s) of awards for 2020.

*Table 2: WEF Teacher Grant Award Number and Amount for 2019 to 2021*

<b>Award Cycle</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Spring	9,171.42	3,637.37	5,498.05
October	23,437.78	9,553.23	35,172.84
<b>Total Award</b>	<b>32,609.20</b>	<b>13,190.60</b>	<b>40,670.89</b>
Spring Grants	19	9	13
October Grants	15	9	17
<b>Total Grants</b>	<b>34.00</b>	<b>18.00</b>	<b>30.00</b>

### 3 ELIGIBILITY

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#### 3.1 FINAL RULE<sup>3</sup>

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:

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<sup>3</sup> 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

- 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) assistance to small businesses, and 3) assistance to nonprofits”. These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries<sup>4</sup>

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<sup>4</sup> 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>	WIMBERLEY EDUCATION FOUNDATION		
<u>Address</u>	951 FM2325		
<u>City</u>	WIMBERLEY	<u>State</u>	TX
<u>Zip Code</u>	78676		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(512)-923-1320		
<u>Point of Contact</u>	CHRIS SMITH		
<u>Title</u>	PRINCIPAL INFORMATION OFFICER		
<u>DUNS, UEI, or EIN Number</u>	43-2068466		
<u>Amount Requested</u>	\$21,600.00		

### Eligibility

- 1 Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government?  
Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas?  
Yes
- 3 Is the Organization currently in operation?  
Yes
- 4 What is the Period of Performance for this grant?  
March 3, 2021 through December 31, 2026
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County?  
No
- 6 Has any federal, state, or local funding been received for this service or program?  
No



# HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

## Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later	<input checked="" type="checkbox"/>
IRS Determination Letter	<input type="checkbox"/>
Texas Exemption Verification Letter	<input type="checkbox"/>
Other	<input type="checkbox"/>
Specify:	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	<input type="checkbox"/>
Estimates for Costs	<input type="checkbox"/>
Labor Hours and Rates	<input type="checkbox"/>
Change Orders	<input type="checkbox"/>
Other	<input type="checkbox"/>
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	N/A
----------	-----

10 Documents showing decreased revenue:

Other	<input checked="" type="checkbox"/>
Specify:	Form-990's





# HAYS COUNTY

## Certifications

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- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials

CS

Handwritten initials "CS" in black ink.

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

CS

Handwritten initials "CS" in black ink.

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials

CS

Handwritten initials "CS" in black ink.

*Chris W Smith*

Signature

Handwritten signature of Chris W Smith in black ink.

Chris Smith

Print Name

Principal Information Officer (WEF President)

Title

11/7/2022

Date



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

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 Hill Country Rally for Kids 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: ARPA Agreement

Hill Country Rally for Kids PW

**Fiscal Impact:**

Amount Requested: \$50,000

Line Item Number: 011-763-99-159.5600\_011

**Budget Office:**

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$50,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$50,000 - Increase Hill Country Rally for Kids Project Contributions 011-763-99-159.5600\_011

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, ARPA 2nd Tranche received from US Treasury

Comments:

---

**Attachments**

ARPA Agreement

Hill Country Rally for Kids 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 Robert O’Boyle Principal Officer of Hill Country Rally for Kids, Inc. (“Beneficiary”), located at 720 Brazos St., Austin, TX 78701 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 October 26<sup>th</sup>, 2022.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
  - K-12 School
  - College or university

- Library
  - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
  - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
  - Beneficiary certifies that 1 employee was employed by the business/special-purpose unit of local government/non-profit as of November 15, 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: Hill Country Rally for Kids

Owner Name: Cody Reeves

Owner Title: Principal Officer

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





# HCTX111\_Hill Country Rally for Kids

HAYS COUNTY ARPA SLFRF PROJECT

# HCTX111\_Hill Country Rally for Kids

1	Hill Country Rally for Kids.....	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 HILL COUNTRY RALLY FOR KIDS

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## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hill Country Rally for Kids, Inc. (HCR) is a 501(c)(3) non-profit organization that raises awareness and contributes donations to other local charities, i.e., other 501(c)(3) non-profit organizations, that support youth programs in the Hill Country area of Texas.

HCR coordinates their activities via their office located at 4189 US-290 in Dripping Springs, TX 78620<sup>1</sup>.

HCR hosts six events per year; one raffle for which tickets can be purchased on-line and five in-person events. HCR has no paid employees, and their directors are responsible for assisting with organizing and hosting all events. HCR directors are exclusive to HCR, they are not members of any of the other local charities to which HCR contributes donations.

In 2019, HCR was able to raise \$290,793 and donate a total \$161,500 to 11 local charities. In 2020, COVID-19 group and crowd restrictions forced HCR to cancel events or hold them on a much smaller scale, consequently reducing their fund raising to \$43,627. However, HCR used reserve funds to donate over \$149,983 to 12 local charities.

Figure 1. Hill Country Rally Office Location



## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

HCR's Form-990 for the years 2019 (\$290,793) and 2020 (\$43,627) document a \$247,166 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 HCR's financial hardship from the revenue loss. Through a grant of \$50,000 HCR 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 costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

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<sup>1</sup> Figure 1 Google Earth Imagery

### 1.3 PROGRAM SUMMARY

HCR provided their Form-990s for 2018, 2019, and 2020 to support their eligibility of as a beneficiary under the SLFRF. In 2020, HCR's donations to other local charities were made possible using reserves as contributions, grants and fund raising were reduced to \$43,627 due to COVID-19 group and crowd restrictions cancelling or greatly reducing the size of their five in-person annual events.

The validation and cost reasonableness analysis determined HCR can demonstrate a pandemic related harm up to \$262,287 the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. HCR's initial award is \$50,000.

## 2 COMPARATIVE ANALYSIS

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### 2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic HCR saw a reduction in its revenue, which is primarily funded by contributions and grants.

The ARPA SLFRF grant is critical to help HCR recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 567% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35<sup>2</sup> to count projected annual growth in accordance with the US Treasury's revenue loss calculation, HCR's loss of revenue is \$262,287 for 2020.

*Table 1: Revenue Loss*

	2019	2020
Contributions and grants	290,793	43,627
Grants Paid	161,500	149,983
Total Revenue	290,793	43,627
		(247,166)
		-567%
Projected Growth		\$305,914
Revenue Loss		(262,287)

HCR hosts six events per year; one raffle for which tickets can be purchased on-line to win a golf cart or a Jeep, and five in-person events. Their popular in-person events are a Gala with silent auction, "Pull for Dripping" which is a clay shoot with BBQ luncheon, BBW cook off, "Drives for Dripping" golf Tournament, and Car and Motorcycle show.

HCR has been able to donate proceeds from these events to at least 10 other local organizations that support youth programs in central Texas. HCR has no paid employees, and their directors are

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<sup>2</sup> 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".

responsible for assisting with organizing and hosting all events. HCR directors are exclusive to HCR, they are not members of any of the other local charities to which HCR contributes donations

Table 2 shows the number of other non-profit organizations and corresponding award amount(s) from HCR for the years 2018 to 2020, including a forced reduction in the total amount of awards for 2020.

*Table 2: HCR Award Amounts for 2018 to 2020*

	2018	2019	2020
# NPO Assisted	10	11	12
Total Donated	119,000	161,500	149,983
<b>Total Amount</b>			<b>430,483</b>

### 3 ELIGIBILITY

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#### 3.1 FINAL RULE<sup>3</sup>

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)

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<sup>3</sup> 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 beneficiaries<sup>4</sup>

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<sup>4</sup> 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure

# American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

## Applicant Information

<u>Applicant Name</u>	HILL COUNTRY RALLY FOR KIDS		
<u>Address</u>	4189 East US-290		
<u>City</u>	Dripping Springs	<u>State</u>	TX
<u>Zip Code</u>	78620		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	512-775-1839		
<u>Point of Contact</u>	Cody Reeves		
<u>Title</u>	PRINCIPAL OFFICER		
<u>DUNS, UEI, or EIN Number</u>	46-1813719		
<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?	No
6	Has any federal, state, or local funding been received for this service or program?	No



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

10 Documents showing decreased revenue:

Other

X



Specify: \_\_\_\_\_

Form-990's

## Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials

CR

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

CR

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials

CR

Signature

Cody Reeves

Print Name

Principal Officer

Title

11/15/2022

Date



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

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 Dripping Springs Education 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: ARPA Agreement  
DS Education Foundation PW

**Fiscal Impact:**

Amount Requested: \$100,000

Line Item Number: 011-763-99-159.5600\_010

**Budget Office:**

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$100,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$100,000 - Increase Dripping Springs Education Foundation Project Contributions 011-763-99-159.5600\_010

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, ARPA 2nd Tranche received from US Treasury

Comments:

---

**Attachments**

ARPA Agreement  
DSEF 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 Max Hunsicker Principal Officer of Dripping Springs Education Foundation (“Beneficiary”), located at PO Box 479, New Dripping Springs, TX 78620 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 \$100,000 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 October 26<sup>th</sup>, 2022.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
  - K-12 School
  - College or university

- Library
  - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
  - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
  - Beneficiary certifies that (insert #) 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: Dripping Springs Education Foundation

Owner Name: Max Hunsicker

Owner Title: Principal Officer

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





# HCTX111\_Dripping Springs Education Foundation

HAYS COUNTY ARPA SLFRF PROJECT

# HCTX111\_Dripping Springs Education Foundation

1	Dripping Springs Education Foundation (DSEF) .....	2
1.1	Designating a Public Health Impact .....	2
1.2	Designing a response to a pandemic harm.....	2
1.3	Program Summary .....	2
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility .....	4
3.1	Final Rule.....	4

# 1 DRIPPING SPRINGS EDUCATION FOUNDATION (DSEF)

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## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Dripping Springs Education Foundation (DSEF) is a 501(c)(3) non-profit organization that raises private-sector funds to support academic goals and achievement at every school in the Dripping Springs Independent School District (DSISD). DSISD enrolls 8,400 students and operates five elementary schools, two middle schools and one high school, plus a central administration/child development center and transportation service center. DSEF's efforts maintain district funding levels to maintain excellence and academic competitiveness in Dripping Springs schools.

Through its office within DSISD Administration building, at 510 West Mercer Street, Dripping Springs TX 78620<sup>1</sup>, DSEF coordinates efforts that support four main programs: 1) Innovative Teaching Grants, 2) Student Leadership Grants, 3) Mental Health Services, and 4) the Nick LeFevre Community Youth Fund.

DSEF's Form-990 from the 2019<sup>2</sup> to 2020 document a decrease in gross revenue due to the pandemic in the amount of -\$22,808.

Figure 1. DSEF's Office Location



## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

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 DSEF's financial hardship from revenue loss. Through a grant of \$22,808 DSEF 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 costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

## 1.3 PROGRAM SUMMARY

DSEF provided their Form-990s for 2018, 2019, and 2020 to support their eligibility as a beneficiary of Hays County ARPA SLFRF monies. Decreased funding and uncertainty of COVID-19 resulted in suspension of the Innovative Teaching Grants and Student Leadership Grants programs for 2020-2021 school year.

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<sup>1</sup> Figure 1 – Google Earth Imagery V7.3.4 released May 12, 2022, accessed Oct 4, 2022

<sup>2</sup> Fiscal Year 2019 runs from 7/1/2019 – 6/30/2020

The validation and cost reasonableness analysis determined DSEF can demonstrate a pandemic related harm up to \$22,808 for the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. DSEF's initial award is \$22,808.

## 2 COMPARATIVE ANALYSIS

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### 2.1 REASONABLENESS & PROPORTIONALITY

During the COVID pandemic DSEF experienced a decrease in revenue, which is primarily funded by contributions and grants. Gross revenue from Fiscal Year 2019 to 2020 decreased by \$12,279.00. This, combined with mandated cessation of physical presence of teachers and students on campuses and uncertainty of COVID-19, resulted in the suspension of the Innovative Teaching Grants and Student Leadership Grants programs for 2020-2021 school year. For comparison: 2019-2020 school year combined budget for both programs = \$50,000, 2022-2023 budget for Innovative Teaching Grants = \$42,000 and Student Leadership Grants = \$20,000 (Total \$62,000).

Table 1 shows there was a 3% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35<sup>3</sup> to count projected annual growth in accordance with the US Treasury's revenue loss calculation, DSEF's loss of revenue is \$22,808 for 2020.

*Table 1: Form-990 Revenue Loss*

	2019	2020
Contributions and grants	365,537	363,589
Investment Income	534	92
Other Revenue	44,079	34,190
Total Revenue	410,150	397,871
Change from Prev Year		(12,279)
		-3%
Projected Growth		\$420,679
Revenue Loss		(22,808)

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<sup>3</sup> 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".

Below is an example of an awarded project from Student Leadership Grants programs for 2022:

***“Saturdays” - \$1000.00***

Bring together the community of mentally and physically disabled teenagers and young adults in Dripping Springs, initially focusing on those who are a part of the DSISD life skills and 18+ programs. Many of these individuals rarely interact with others out of a school setting, especially with others who share their conditions. Allowing these students to get together in a safe location where they can be free of judgement will help them develop their social skills while increasing feelings of belonging and community.

Below is an example of an awarded project from the Innovative Teaching Grants for 2021; applications are being received for the 2022-2023 award cycle until October 5, 2022:

***School Counseling Library and Supplies, Cypress Elementary - \$6,893.00***

School Counselors use a huge variety of curriculum, books and supplies to help all students. We use these items as tools on a daily basis for our students and staff. Starting a new school such as Cypress Springs requires a large amount to purchase beyond initial set up. Being able to have the right tools gives all of us an opportunity to connect with our students based on their need at the moment. Included are 2 sensory paths for school wide use including our behavior, focus and OT units

o Amount: \$6,893.00

## 3 ELIGIBILITY

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### 3.1 FINAL RULE<sup>4</sup>

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. Direct assistance may take the form of:

- Loans or grants to mitigate financial hardship<sup>5</sup>

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<sup>4</sup> 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

<sup>5</sup> 31 CFR Part 35 – Final Rule A. Public Health and Negative Economic Impacts 1. Final Rule Structure, c. Assistance to Nonprofits

### 3.1.1 Disproportionately Impacted Communities

“A recipient may determine that nonprofits offering after-school programs within its jurisdiction were disproportionately impacted by the pandemic due to the previous in-person, indoors nature of the work and the nonprofits’ reliance on fees received for services (e.g., attendance fees). The recipient might then design an intervention to assist those nonprofits in adapting their programming (e.g., to outdoor or online venues), their revenue structure (e.g., adapting the fee for service structure or developing expertise in digital donation campaigns), or both” <sup>6</sup>. This scenario applies to DSEF as mandated cessation of physical presence of teachers and students on campuses resulted in a net revenue of \$-2337, prompting them to design the intervention of suspending the Innovative Teaching Grant and Student Leadership programs for FY 2020-2021.

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<sup>6</sup> IBID



# HAYS COUNTY

## American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

### Applicant Information

<u>Applicant Name</u>	DRIPPING SPRINGS EDUCATION FOUNDATION		
<u>Address</u>	PO BOX 479		
<u>City</u>	DRIPPING SPRINGS	<u>State</u>	TX
<u>Zip Code</u>	78620		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(512)-327-2266		
<u>Point of Contact</u>	George Gomez		
<u>Title</u>	PRINCIPAL OFFICER		
<u>DUNS, UEI, or EIN Number</u>	74-2635635		
<u>Amount Requested</u>	\$22,808.00		

### Eligibility

- 1 Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 2026
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? No
- 6 Has any federal, state, or local funding been received for this service or program? No





# HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

## Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later	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
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10 Documents showing decreased revenue:

Other	X
Specify:	Form-990's





# HAYS COUNTY

## Certifications

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- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials GEG

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials GEG

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials GEG

  
Signature

George Gomez

Print Name

Principal Officer

Title

11/12/2022  
Date



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

Requested By:

Sponsor:

Commissioner Smith

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Burke Center for Youth 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  
Burke Center PW

**Fiscal Impact:**

Amount Requested: \$50,000

Line Item Number: 011-763-99-159.5600\_009

**Budget Office:**

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$50,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$50,000 - Increase Burke Center for Youth Project Contributions 011-763-99-159.5600\_009

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, ARPA 2nd Tranche received from US Treasury

Comments:

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**Attachments**

ARPA Agreement Burke Center  
Burke Center 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 Steven Fournier, Principal Officer of The Burke Foundation, Inc., (“Beneficiary”), located at PO BOX 40, 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 14<sup>th</sup>, 2022.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
  - K-12 School
  - College or university

- Library
  - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
  - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
  - Beneficiary certifies that (insert number) 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: The Burke Foundation, Inc.

Owner Name: Steven Fournier

Owner Title: Executive Director

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





# HCTX111\_Burke Center for Youth

HAYS COUNTY ARPA SLFRF PROJECT

# HCTX111\_Burke Center for Youth

1	Burke Center for Youth .....	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 BURKE CENTER FOR YOUTH

## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Burke Center for Youth (BCFY) is a 501(c)(3) non-profit organization that normally receives a substantial part of their support from a governmental unit or from the general public to provide therapeutic experiences and treatment services at Pathfinders Ranch at 20800 FM 150 W, Driftwood, TX 78619 to young men and boys from all parts of Texas. The BCFY also provides foster and adoption services through its child placement agency offices in Corpus Christi, TX, Lardeo, TX, and Harlingen, TX<sup>1</sup>.

BCFY's Form-990 for the years 2019<sup>2</sup> (\$6,464,994) and 2020 (\$4,571,184) document a \$1.89M decrease in gross revenue due to a pandemic-related decrease in contributions and grants, and fund raising.

Uncertainty of COVID-19 resulted in the handling of regulatory activities that required on site presence to be handled through alternative methods or delayed as of March 23, 2020, and an estimated 90% of current foster families unwilling to take in new foster children. Texas Department of Family and Protective Service (TX DFPS) had to create the "Children Without Placement" (or CWOP) program to provide safe, stable, housing using a combination of offices, hotels, and rented properties. The Texas Department of Family Services and Protective Services Children Without Placement - September 2021 report, shows "Monthly Count of Children Without Placement FY20 Q1 0 FY21 Q4" ranged from 10 children per month in Dec 2019 to 416 children per month in July 2021. These numbers dropped to 169 children in CWOP in September 2021, with the most recent count 61 children remaining in CWOP as of <sup>3</sup>. September 2, 2022,<sup>4</sup>.

Figure 1. Location of BCFY's Pathfinders



## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

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 BCFY's financial hardship from the revenue loss. Through a grant of \$50,000 BCFY 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

<sup>1</sup> Figure 1 Google Earth Imagery

<sup>2</sup> Fiscal Year runs from 01/01 to 12/31 of each year

<sup>3</sup> TX. Dept. Family and Protective Services CWOP - September 2021

<sup>4</sup> TX Dept. of Family and Protective Services Presentation to House Committee on Appropriations CWOP Sept. 8, 2022

costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

### 1.3 PROGRAM SUMMARY

BCFY provided their Form-990s for 2018, 2019, and 2020 to support their eligibility as a beneficiary under the SLFRF. Documentation supporting the pandemic-induced increase in costs associated with fuel used for transportation (vehicles and mileage), childcare food related expenses, and insurance (facility, automobile, liability, commercial, and professional) was also supplied. A cost analysis of the price increase(s) and decrease in revenue was completed to determine cost reasonableness and proportionality to the harm experienced.

BCFY's Pathfinders Ranch is within Hays County. BCFY's three child placement agency offices, that coordinate foster and adoption services throughout the state of Texas, are located in the cities of Corpus Christi, Laredo and Harlingen, TX, which are respectively located in the counties of Nueces, Webb and Cameron. BCFY is not the beneficiary of an SLFRF grant from another county or counties for the same economic harm.

The validation and cost reasonableness analysis determined BCFY can demonstrate a pandemic related harm up to \$2,229,989 the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. BCFY's initial award is \$50,000.

## 2 COMPARATIVE ANALYSIS

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### 2.1 REASONABLENESS & PROPORTIONALITY

During the COVID-19 pandemic BCFY experienced a decrease in revenue, which is primarily funded by contributions and grants. General and professional liability insurance costs increased \$10,165.42 in 2020 (\$103,561.22) from 2019 (\$93,396.13) and food costs increased \$1,770.66 in 2020 (\$61,750.76) from 2019 (\$59,980.10). The cost(s) of fuel used for transportation, childcare food related expenses, and the insurance (facility, automobile, liability, commercial, and professional) all, respectively increased in 2022 compared to 2020 by 63%, 37%, and 29%.

BCFY also had to delay or transfer handling of regulatory activities that required on site presence to alternative methods. An estimated 90% of current foster families became unwilling to take in new foster children. TX DFPS had to create the "Children Without Placement" (or CWOP) program to provide safe, stable, housing using a combination of offices, hotels, and rented properties. As of August 2022, TX DFPS reported 61 children remain in the CWOP program. Now that on-site presence to handle regulatory activities has resumed, children at CWOP locations plus foster homes are all now the responsibility of BCFY staff.

BCFY is a 501(c)(3) Public Charity that normally receives a substantial part of its support from a governmental unit or from the general public. Due to the pandemic BCFY saw a reduction in its revenue for Fiscal Year 2020; the Fiscal Year runs January 01 to Dec 31 of the same year <sup>5</sup>.

Table 1: Form-990 Revenue Loss

	2019	2020
8 Contributions and grants	3,094,734	1,045,555
9 Program service revenue	3,316,855	3,489,199
10 Investment income	27,529	15,790
11 Other revenue	25,876	20,640
12 Total revenue	6,464,994	4,571,184
		(1,893,810)
		-41%
Projected Growth		\$6,801,173.69
Revenue Loss		(2,229,989.69)

The ARPA SLFRF grant is critical to help BCFY bridge the gap between these necessary expenses and lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was 41% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35 used to count projected annual growth in accordance with the US Treasury's revenue loss calculation, BCFY's loss of revenue is \$2,229,989.69 for Fiscal Year 2020.

### 3 ELIGIBILITY

#### 3.1 FINAL RULE<sup>6</sup>

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
- Increased costs (e.g., uncompensated increases in service need)
- Capacity to weather financial hardship

<sup>5</sup> CDC Museum COVID-19 Timeline

<sup>6</sup> 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

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) assistance to small businesses, and 3) assistance to nonprofits”. These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries<sup>7</sup>

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<sup>7</sup> 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>	BURKE FOUNDATION, INC		
<u>Address</u>	PO BOX 40		
<u>City</u>	DRIFTWOOD	<u>State</u>	TX
<u>Zip Code</u>	78619		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(512) 858-4258		
<u>Point of Contact</u>	STEVEN FOURNIER		
<u>Title</u>	EXECUTIVE DIRECTOR		
<u>DUNS, UEI, or EIN Number</u>	74-1765646		
<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? No
- 6 Has any federal, state, or local funding been received for this service or program? No





# HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source

Amount

Date Received

Other

## Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later

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

X

Labor Hours and Rates

Change Orders

Other

Specify:

Reports and emails

9 Documents showing the increase in need generated by the pandemic:

Specify:

N/A

10 Documents showing decreased revenue:

Other

Specify:

Form-990's





# HAYS COUNTY

## Certifications

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- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials

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- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

§

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials

§

  
\_\_\_\_\_  
Signature

Steven Fournier

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

Executive Director

\_\_\_\_\_  
Title

11/2/22  
\_\_\_\_\_  
Date



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

Requested By:

Sponsor: Commissioner Ingalsbe

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Kyle Area Senior Zone (KASZ) regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**

**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  
KASZ PW

**Fiscal Impact:**

Amount Requested: \$106,000.00

Line Item Number: 011-763-99-159.5600\_008

**Budget Office:**

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$106,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$106,000 - Increase KASZ Project Contributions 011-763-99-159.5600\_008

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Project Contributions

New Revenue Y/N?: Yes, ARPA 2nd Tranche received from US Treasury

Comments:

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**Attachments**

KASZ ARPA Agreement

Exhibit B

Exhibit C

KASZ PW

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT  
WITH KYLE AREA SENIOR ZONE**

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trail, Suite 1071, Texas 78666, and the **Kyle Area Senior Zone (KASZ)** (the "Agency"), a non-profit corporation, located at 101 S. Burleson Street, Kyle, Texas 78640 .

**RECITALS**

**WHEREAS**, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

**WHEREAS**, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

**WHEREAS**, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

**WHEREAS**, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of programs, services, capital expenditures, or other assistance that is provided to a disproportionately impacted population affected by the COVID-19 pandemic by KASZ; and

**WHEREAS**, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

**WHEREAS**, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for Hays County residents; and

**WHEREAS**, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

**NOW, THEREFORE, WITNESSETH:**

**Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.

1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.
2. **Term.** The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024. After 2024, the contract must be revisited by County's governing body.

## **I.**

### **GENERAL OVERVIEW**

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for Hays County residents.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 Distribution of ARPA Act Funds. The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of \$106,000.00 that will be disbursed from ARPA Act Funds.

## **II.**

### **AGENCY PERFORMANCE REQUIREMENTS**

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds (SLFRF Assistance Listing Number – Hays County ALN 21.027 awarded by United States Department of the Treasury) consistent with the terms and conditions of this Agreement and the Act. As a Subrecipient, the Agency will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the ARPA Act and other federal laws.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. The agency may elect to take the 10% de minimis indirect cost rate allowed

by 2 C.F.R. Part 200. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

### **III.**

#### **COUNTY PERFORMANCE REQUIREMENTS**

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$106,000 from ARPA Act Funds.

### **IV.**

#### **ADDITIONAL REQUIREMENTS RELATED TO THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

- 4.1 Use of Funds
- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 4.2 Scope of Activities; Budget.
- a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").
    - i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.
    - ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of this Agreement.
  - b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget; which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County

and the Agency may mutually agree to revise said budget from time to time in accordance with existing County policies. The County will pay to Agency ARPA Act funds consistent with Agency's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Agency will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

- 4.3 Period of Performance The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on December 21, 2021, and ends on December 31, 2026.
- 4.4 Reporting Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 4.5 Payment
- a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.
  - b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states costs of programs, services, capital expenditures, or other assistance that is provided to a disproportionately impacted population affected by the COVID-19 pandemic by KASZ, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, copy of Payroll Reports that show Salary and Fringe Benefits for Staff, Contracts for Professional Services, Invoices and Proof of Payment for Professional Services, Contractual Services, and Administrative Costs paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.
- 4.6 Insurance Payments Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured.
- 4.7 Maintenance of and Access to Records
- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

- 4.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 4.9 Administrative Costs Recipient may use funds provided under this award to cover both direct and indirect costs.
- 4.10 Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 4.11 Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 4.12 Compliance with Applicable Law and Regulations
- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.



- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- 4.13 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 4.14 Hatch Act Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 4.15 False Statements Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 4.16 Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."



4.17 Debts Owed the Federal Government

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

4.18 Disclaimer

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

4.19 Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4.20 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally

owned vehicles.

- 4.21 Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## V

### GENERAL CONDITIONS

- 5.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.
- 5.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 5.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 5.4. Venue and Law. Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 5.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 5.6. Termination. This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.
- 5.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 5.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 5.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code

Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

5.10 Notices. Notices required by this Agreement are as follows:

County;

County Judge  
111 E. San Antonio St., Ste. 300  
San Marcos, Texas 78666

and

County Auditor  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

Agency:

Kyle Area Senior Zone (KASZ)  
101 S. Burleson Street  
Kyle, Texas 78640  
Attention: Betty Conley

5.11 Procurement. The Parties recognize that Agency's status as a Subrecipient satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

HAYS COUNTY, TEXAS.

By: \_\_\_\_\_  
Ruben Becerra  
Hays County Judge

\_\_\_\_\_ Date

ATTEST:

By: \_\_\_\_\_  
Elaine H. Cardenas MBA PhD

\_\_\_\_\_ Date

Kyle Area Senior Zone (KASZ)

By: \_\_\_\_\_  
Betty Conley  
Interim President

\_\_\_\_\_ Date

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**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT  
TO THE AMERICAN RESCUE PLAN ACT**

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The County of Hays (the “County”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of November 22, 2022, by and between the Agency and the County (the “Agreement”). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the “Supplementary Conditions”) which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

## SUPPLEMENTARY CONDITIONS

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The following terms and conditions apply to the Agreement.

### **GENERAL CONDITIONS**

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

**5. RECORDS AND REPORTING REQUIREMENTS.** The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County’s right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

**6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. 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 U.S. Treasury.

**7. DEBARMENT AND SUSPENSION.** The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. CONFLICTS OF INTEREST.** The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

**9. SUBCONTRACTING.** The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

**10. ASSIGNABILITY.** The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

**11. INDEMNIFICATION.** The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.

**12. TERMINATION.** If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

- A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.
- B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

**13. LOBBYING (Applicable to Agreements exceeding \$100,000).** The Subrecipient certifies, to the best of its knowledge and belief, that:



- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**15. AUDIT / ACCESS TO RECORDS.** The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.

**16. MAINTENANCE/RETENTION OF RECORDS.** Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may be provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

**17. COPYRIGHT.** Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

- A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.
- B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury.”

**18. COUNTY SEAL, LOGO, AND FLAGS.** The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

**19. NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

**20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient’s actions pertaining to the Agreement.

**21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:
1. procure or obtain;
  2. extend or renew a contract to procure or obtain; or
  3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. The Subrecipient and/or applicable subcontractor’s attention is directed to Public Law 115–232, section 889 for additional information.

- D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

## **22. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

**23. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

**25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

**26. AGE DISCRIMINATION ACT OF 1975.** The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**27. NONDISCRIMINATION.** The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following 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":

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
  2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  3. Rates of pay or any other form of compensation and changes in compensation;
  4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  5. Leaves of absence, sick leave, or any other leave;
  6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
  7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  8. Activities sponsored by the Subrecipient including social or recreational programs; and
  9. Any other term, condition, or privilege of employment.
- B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as



amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

# Exhibit C

## SAMPLE INVOICE

### Hays County CONTRACT EXPENDITURE REPORT

Report Period: **JANUARY 2022**

Invoice Number: **01**

Agency: **Kyle Area Senior Zone**

Program:

Agency contact: Ellen Ermis

512-618-3536

Current contract term:

E-mail: [kasz78640@gmail.com](mailto:kasz78640@gmail.com)

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	<b>PERSONNEL</b>				
1	Salaries	\$36,260.00	\$0.00	\$0.00	\$36,260.00
2	Finge Benefits	\$14,100.00	\$0.00	\$0.00	\$14,100.00
3	<b>SUBTOTAL PERSONNEL</b>	<b>\$50,360.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50,360.00</b>
	<b>OPERATIONS</b>				
4	Professional Services - Plans	\$38,000.00	\$0.00	\$0.00	\$38,000.00
5	Equipment	\$0.00	\$0.00	\$0.00	\$0.00
6	Supplies	\$0.00	\$0.00	\$0.00	\$0.00
7	Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
8	Rent/Utilities	\$0.00	\$0.00	\$0.00	\$0.00
9	Department Specific Costs	\$8,000.00	\$0.00	\$0.00	\$8,000.00
10		\$0.00	\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00
12		\$0.00	\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00
20	<b>SUBTOTAL OPERATIONS</b>	<b>\$46,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$46,000.00</b>
21	<b>Personnel and Operations Subtotal</b>	<b>\$96,360.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$96,360.00</b>
	<b>INDIRECT COST</b>				
22	Administration - 10% de minimus	\$9,640.00	\$0.00	\$0.00	\$9,636.00
23	<b>SUBTOTAL Indirect Cost</b>	<b>\$9,640.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,636.00</b>
24	<b>PAYMENT REQUEST</b>				
25	<b>TOTALS</b>	<b>\$106,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$105,996.00</b>

Preparer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APH USE ONLY:**

Reviewed & approved by: \_\_\_\_\_

Date: \_\_\_\_\_



# HCTX111\_Kyle Area Senior Zone

HAYS COUNTY ARPA SLFRF PROJECT

# HCTX111\_Kyle Area Senior Zone

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1.1	Designating a Public Health Impact .....	2
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# 1 KYLE AREA SENIOR ZONE

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## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

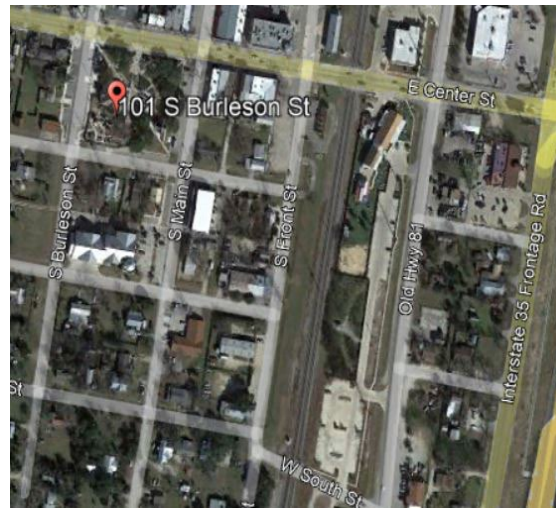
The Kyle Area Senior Zone, Inc. (KASZ) was formed in 2006 as a 501(c)(3) nonprofit public charity that normally receives a substantial part of their support from contributions and grants.

KASZ began and continues to operate in the Krug Activity Center (KAC), which is the former Kyle City Hall building, at 101 S Burleson St, Kyle, TX in 2007.

This building was constructed in 1912 on a parcel of land in a section designated for a public square in the original plan of Kyle and was added to the National Register of Historic Places on May 22, 2002<sup>1</sup>.

The building serves as office and event space and is the location for a variety of social, educational, physical, mental, and recreational activities for senior residents (50 years and up), or younger adults with disabilities, in the Cities of Kyle, Buda, San Marcos, and Wimberley in Hays County. The building's Adell Hurst room is also available for a fee to area residents to host hourly or day long events<sup>2</sup>.

Figure 1: Current Location of KASZ Office



The COVID-19 pandemic has disproportionately affected the senior population, i.e., people 50 years and older, by way of increased hospitalization infection and death<sup>3</sup>. Social isolation deemed necessary by family members and/or by living facilities as a health protective measure during the pandemic exacerbated this known existing barrier to health and well-being of people 50 years and older<sup>4</sup>.

When the pandemic prevented in-person gathering(s), KASZ ensured members maintained social connection(s) by increasing the use of technology and communications through emails and telephone chains, Zoom web meeting activities, web page, Facebook and printed monthly newsletters.

## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

KASZ resumed in-person events with precautions, i.e., purchase and use of extra sanitation and PPE products, as restrictions on group size(s) lessened in Texas in September 2020<sup>5</sup> as part of the pandemic recovery process. Membership grew as five to ten new members joined each week.

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<sup>1</sup> [Kyle City Hall - Wikipedia](#)

<sup>2</sup> [Special Event Facility Rental | City of Kyle, Texas - Official Website](#)

<sup>3</sup> [Risk for COVID-19 Infection, Hospitalization, and Death By Age Group | CDC](#)

<sup>4</sup> [Loneliness and Social Isolation Linked to Serious Health Conditions \(cdc.gov\)](#)

<sup>5</sup> [Executive Order GA-30 Relating to the continued response to the COVID-19 disaster as Texas reopens](#)

KASZ offers members activities Monday to Sunday, such as painting, and exercise classes, and also hosts annual events, such as a pancake breakfast and silent auction. There are also special activities each weekday, such as a Tuesday Luncheon with information, speakers, and performances, and Friday movie night in conjunction with the Kyle Public Library.

The KAC allows KASZ to host a maximum of 75 people at a time for dancing events, and 125 people at a time, for seated events, due to maximum occupancy restrictions. KASZ's Profit and Loss Statement for October 2022 documents that they currently have 160 members (membership fees \$1,600; membership fee = \$10 per year). That means that to ensure public health and safety, only 46.7% to 78.1% of KASZ's members are allowed to participate in activities hosted within the existing building at any one time, i.e., 21.9% to 53.3% of its members are unable to participate.

Additionally, KAC's kitchen is substandard in terms of size and equipment needed to prepare food on-site for the popular Tuesday luncheon event so KASZ brings in food from local restaurants, caterers, and food trucks.

All events and services are provided by volunteers; KASZ currently has no full-time, paid staff. They do however hire independent contractors to provide exercise classes on-site.

KASZ membership numbers and attendance at events support the need for a larger facility for which to serve the needs of area people aged 50 and older. American Community Survey data supports this need as well. In the years 2019, 2020, and 2021, the County's population of people aged 50 and over remained around 27%, with the majority of residents being aged 50 to 64 years. There were increases in seven of the eight age groups in 2021 as the county population increased as a whole<sup>6</sup>.

*Table 1: Hays County - Percent of Population Aged 50 to 85 years plus, 2019-2021*

Age Group(s) (Years)	2019	2020	2021
50-54	11,961	11,840	13,994
55-59	12,338	12,063	12,678
60-64	11,422	10,950	13,220
65-69	8,910	8,855	8,970
70-74	7,685	7,226	11,300
75-79	3,335	3,892	4,918
80-84	3,742	2,421	1,813
85 yrs +	1,985	2,118	2,928
Yearly Sum	61,378	59,365	69,821
Total Population	230,191	222,827	255,397
% of Population	26.66%	26.64%	27.34%

The City of Kyle and Hays County are aware of KASZ's need for a new larger facility. A city-owned 4.5-acre parcel at 255 Creekside Trail, approximately 1.5 miles southeast of KAC, will serve as the site of a new 1-story, 38,726 sq ft. improved senior community center. The location of the new facility will be adjacent to the Rosalio Tobias Elementary school which will allow KASZ to enact its motto of "bridging generations, leaving a legacy" by continuing to offer intergenerational programs to connect all segments

<sup>6</sup> American Community Survey 1-Year Estimates Subject Tables, 2019 -2021 [S0101: Census Bureau Table](#)

of the society. They anticipate being able to offer programs to connect seniors with families and children.

City staff and planners reviewed and approved “shovel ready” construction documents prepared by an architect. The \$600,000 cost of these documents is being shared by Hays County, City of Kyle, and KASZ each contributing \$200,000. The City and County have appropriated their contributions. KASZ has raised \$162,000 and is actively seeking the remaining \$38,000 in funding to complete its portion of the cost of the construction documents for the new facility.

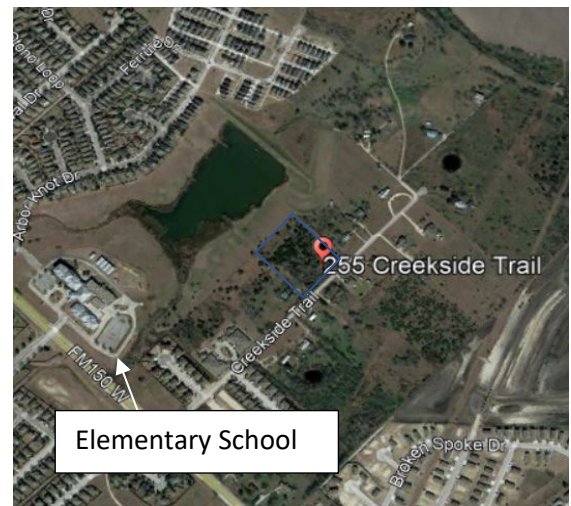
The size of the new facility would allow more members to attend already popular events, while allowing more programs and events to be offered, and larger spaces overall, including a kitchen, dining room, storage and outdoor areas.

An additional \$8,000 in operational funds would support the increased cost for congregate meals for seniors, programs supplies and technology support.

Management of such a facility and programming would be best served by a full-time paid Director position. With start-up funds to cover a salary of \$60,000 for the first year, a Director would be able to help run programs, manage operations and seek future funding through private and public grants.

Hays County would be able to enhance the health and well-being of its citizens aged 50 and up by providing a new and improved community center for this population through a Subrecipient Agreement of \$106,000 with KASZ.

Figure 2: Site of KASZ's New Facility at 255 Creekside Trail



### 1.3 PROGRAM SUMMARY

Through a subrecipient agreement for the amount of \$106,000, KASZ would be able to obtain the construction ready documents for the New and Improved Senior Community Center, support operations, and provide one year's salary for a Director to assist with programs, operations and seek future funding for use with supporting their future salary as well as the continued operation of the new facility.

As the subrecipient, KASZ, will be responsible for collecting and managing all eligibility documentation. The subrecipient agreement ensures access to KASZ's records pertaining to this program. Audits will be performed by the Hays County to determine compliance with program requirements. Oversight of spending and program progress will be monitored through submission of KASZ's general ledger. KASZ will earn an administrative fee that is not to exceed 10% of the ARPA SLFRF monies.



## 2 COMPARATIVE ANALYSIS

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### 2.1 REASONABLENESS & PROPORTIONALITY

KASZ has been operated and managed on 100% volunteer efforts since it began in 2006.

Hiring a Director for the annual salary of \$60,000 to assist with management and operation of the New and Improved Senior Community Center would be KASZ's first ever paid employee. The average non-profit Executive Director salary in Texas is \$83,876, with a range of \$73,319 to \$97,810, as of September 26, 2022<sup>7</sup>. Funding the first year of a Director position with \$60,000 salary is reasonable.

KASZ currently has a total of 77 volunteers. Of these, 26 assist the City with things such as events (10), city phones/library and the Philomena assisted living and memory care facility (16) and nine (9) are Board Members. The efforts of the remaining 42 volunteers' time donated is directly related to the operation and maintenance of KAC, including Culinary (15), Membership/Business (5), Facilitators (9), and Setup/Clean-up/Maintenance (13). These 42 Volunteers donate a total of 127 hours per week of their time to these activities that are essential to the success of KASZ.

Operation and maintenance of the new facility would continue to primarily rely on the effort and enthusiasm of volunteers.

The current estimated national value of each volunteer hour is \$29.95 per hour<sup>8</sup>. Applying this value to the number of KASZ's volunteers and their corresponding hours in anticipation of a similar effort being put forth in 2023 results in \$3,803.65 per week, \$15,214.60 per month, and \$182,575.20 per year.

Continued reliance on volunteer hours will save the City of Kyle a minimum of \$182,575.20 per year compared to hiring staff to assist the Director with operation and management of the proposed new facility.

Public and community facilities, such as the proposed new and improved Senior Community Center are some of the most expensive to build, with an average cost of \$403 per square foot (for this type of building) across the United States as a whole<sup>9</sup>. Applying this cost to the proposed 38,726 square foot new facility we get an estimated cost for construction of \$15 million. Commercial Architectural fees for this type of building is 4.5% of the cost of construction<sup>10</sup>, which is \$675,000 for a project such as the one proposed by KASZ. The \$600,00 cost KASZ will be paying the blueprints for the proposed new facility is reasonable.

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<sup>7</sup> [Nonprofit Executive Director Salary in Texas | Salary.com](#)

<sup>8</sup> [Value of Volunteer Time Report | Independent Sector Resources](#)

<sup>9</sup> [2022 Guide to US Building Commercial Construction Cost per Square Foot \(levelset.com\)](#)

<sup>10</sup> [Commercial Architectural Fees | Architectural Fees](#) for a \$15M estimated cost of construction



### 3 ELIGIBILITY

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#### 3.1 FINAL RULE<sup>11</sup>

A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes, including:

A program, service, capital expenditure, or other assistance that is provided to a disproportionately impacted household, population, or community, including Investments in communities to promote improved health outcomes and public safety such as parks, and recreation facilities.

#### 3.2 DISPROPORTIONATELY IMPACTED COMMUNITIES<sup>12</sup>

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- Households that qualify for certain federal benefits

These programs include:

- Medicare Part D Low-Income Subsidies
- Supplemental Security Income (SSI),

KASZ serves these populations defined as disproportionately impacted in Title 31 Part 35.6(b)(2).

Hays County awarding \$106,000 to KASZ as a subrecipient of ARPA SLRFR monies is an enumerated eligible use as the County would be investing in the community to promote improved health outcomes, providing food assistance, and public safety by investing in a new and improved senior community center; KASZ would be providing the service of procuring the construction ready architectural blueprints, and operating and managing the new facility on behalf of the county.

#### 3.3 COMPENSATION – FRINGE BENEFITS<sup>13</sup>

General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in § 200.431. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part, and that the total compensation for individual employees:

- 1) Is reasonable for the services rendered and conforms to the established written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities;

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<sup>11</sup> [31 CFR 35.6\(b\)](#)

<sup>12</sup> Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

<sup>13</sup> 2 CFR 200.431(a)

- 2) Follows an appointment made in accordance with a non-Federal entity's laws and/or rules or written policies and meets the requirements of Federal statute, where applicable; and
- 3) Is determined and supported as provided in paragraph (i) of this section, when applicable.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:** Judge Becerra

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#### **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.

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#### **Attachments**

Draft Resolution



**A RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT,  
OF HAYS COUNTY, TEXAS SUPPORTING THE PRACTICE OF  
RETURNING COMMUNITY CATS TO THEIR ORIGINAL HOME  
LOCATION**

**WHEREAS**, the Hays County Commissioners Court (the "County"), through an Interlocal Cooperation Agreement with the City of San Marcos (the "City"), utilizes and relies upon the San Marcos Regional Animal Shelter (the "Animal Shelter") to house, care for, and rehome homeless and abandoned animals located in Hays County; and

**WHEREAS**, the Animal Shelter is often overloaded with an abundance of animals, especially cats, and desires its partners to adopt and practice community-accepted means of diverting certain healthy cats from impoundment; and

**WHEREAS**, the County recognizes the importance of diverting certain healthy cats from impoundment and the importance of being a good community partner to the Animal Shelter; and

**WHEREAS**, the County and the City agree that Community Cats are ideal candidates to divert from impoundment at the Animal Shelter; and

**WHEREAS**, Community Cats shall be defined as any free-roaming cat that may or may not be socialized, and

**WHEREAS**, Community Cats who are ear-tipped are sterilized and have received at least one vaccination against rabies; and

**WHEREAS**, in line with the ideals of the City and the Animal Shelter the County desires to exempt Community Cats that are ear-tipped and sterilized from any licensing, stray, abandonment, or at-large provisions directed toward owned animals; and

**WHEREAS**, it is the County's desire that pursuant to exempting Community Cats from such above provisions, returning any Community Cat to its original home and/or original pick-up location shall not be considered abandonment or an act of animal cruelty if performed by the Hays County Sheriff's Office Animal Control Officers or any animal volunteer group; and

**WHEREAS**, the Hays County Office of General Counsel, on behalf of the Hays County Commissioners Court, shall endeavor to work with the Hays County Criminal District Attorney's Office on their concurring analysis of abandonment and animal cruelty provisions; and

**WHEREAS**, the County is in the process of amending its Animal Control Ordinance and the provisions of this Resolution shall be included in the final and approved version of the County's amended Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, THAT:**

Hays County supports the practice of returning Community Cats to their original home locations and in furtherance of such practice, Community Cats shall be exempted from licensing, stray, abandonment, and at-large provisions.

**PASSED AND APPROVED** this the 22<sup>nd</sup> 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**  
**Hays County Clerk**

DRAFT



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Tammy Crumley

**Sponsor:**

Judge Becerra

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement in the amount of \$45,000.00 related to RFP 2022-P11 Community Health Assessment between Hays County and Initium Health. **BECERRA/T.CRUMLEY**

**Summary:**

On October 11, 2022, the Commissioners Court awarded RFP 2022-P11 to Initium Health to provide a Community Health Assessment.

**Fiscal Impact:**

Amount Requested: \$45,000

Line Item Number: 121-752-00.5448

**Budget Office:**

Source of Funds: Tobacco Settlement Fund

Budget Amendment Required Y/N?: No

Comments: Recommend Tobacco Settlement Fund as a potential funding source.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes, RFP 2022-P11 Community Health Assessment

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

(PE) Contract

## **PROFESSIONAL SERVICES AGREEMENT**

### **HAYS COUNTY, TEXAS**

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Initium Health** (hereinafter “Contractor”), whose primary place of business is located at 1401 Wewatta St. Suite 103, Denver, Co 80202, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 22<sup>nd</sup> day of November 2022 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

#### **1. OVERVIEW**

Contractor is to provide the County with a Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), Public Health Strategic Plan, and Performance Management System for Hays County (hereinafter “Study”) to fulfill grant responsibilities and accreditation by the Public Health Accreditation Board. The Study must include a narrative review/summary of sufficient detail, advice, other considerations, and recommended options that satisfies the requirements of Domain 1 of the Standards and Measures for Initial Accreditation Version 2022 provided by the Public Health Accreditation Board (PHAB). The Community Health Improvement Plan should use the Mobilizing for Action through Planning and Partnerships (MAPP) model provided by the National Association of City and County Health Officials (NACCHO). The Community Health Improvement Plan should work with local government agencies, healthcare organizations, economic leaders, and non-profit organizations. The Community Health Improvement Plan should engage with the community virtually and physically.

#### **2. SERVICES**

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of the Committee and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms in accordance with the proposal specifications detailed in RFP 2022-P11, **Exhibit “A”**, and the Contractor’s submitted proposal, **Exhibit “B”**, and The Scope of Work attached hereto as **Exhibit “C”**, and any subsections of **Exhibit “C”**, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

#### **3. ADDITIONAL TERMS**

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in **Exhibit “D”**, attached hereto.

#### **4. DURATION**

The parties agree that the Work shall be completed by April 30, 2023, four (4) months after commencement date (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the

Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

## **5. COMPENSATION**

County will pay Contractor for the performance of the Services as set forth in ***Exhibit "C"***. The parties agree that the County shall pay Contractor a total fee not to exceed forty-five thousand dollars (\$45,000 USD) for the Work under this Agreement.

## **6. PAYMENT**

Contractor shall invoice the County for the Services performed under this Agreement, and the County shall make payments on such invoices, in accordance with ***Exhibit "C"***. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated above.

## **7. NOTICE OF COMPLETION**

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

## **8. NOTICE (GENERAL)**

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:

TO HAYS COUNTY:

Hays County, Attn: County Judge  
111 E. San Antonio, Suite 300  
San Marcos, Texas 78666.  
[judge.becerra@co.hays.tx.us](mailto:judge.becerra@co.hays.tx.us)

WITH COPY TO:

Hays County Local Health Department  
Attn: Matthew Gonzales  
2002 B Medical Parkway  
San Marcos, TX 78666

Hays County Purchasing Office  
Attn: Stephanie Hunt  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, TX 78666



TO:  
Initium Health  
1401 Wewatta St. Suite 103  
Denver, CO 80202

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

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

## **9. INSURANCE**

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

Office of General Counsel  
Hays County Courthouse  
111 East San Antonio, Suite 202  
San Marcos, Texas 78666

Hays County Purchasing Office  
Attn: Stephanie Hunt  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, TX 78666

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

## **10. MUTUAL INDEMNITY**

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

the Consultant is responsible or legally liable.

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

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

## **11. COMPLIANCE WITH LAWS**

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

## **12. SURVIVAL**

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

## **13. FORCE MAJEURE**

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

## **14. SEVERABILITY**

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

## **15. MULTIPLE COUNTERPARTS**

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

## **16. SECTION HEADINGS, EXHIBITS**

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

## **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this

Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

#### **18. GOVERNING LAW AND VENUE**

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

#### **19. ASSIGNMENT**

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

#### **20. BINDING EFFECT**

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

#### **21. ENTIRE AGREEMENT; AMENDMENT**

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

#### **22. WORK PRODUCT**

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

#### **23. TERMINATION BY COUNTY**

Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other party. Either party may terminate Agreement immediately upon written notice to the other party in the event of a material breach by the other party of a material provision of this Agreement that remains uncured thirty (30) days following receipt of notice of such breach from the non-breaching party.

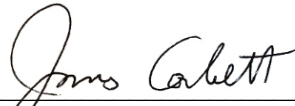
Termination of this Agreement shall not affect any rights or obligations which have accrued prior thereto, or in connection therewith, or any other rights or remedies provided at law or equity which either party may otherwise have. In the event of termination of this Agreement, Client shall pay Initium Health for any services performed on a prorated basis and for all pre-approved reasonable, non-transferable, non-cancelable and necessary out-of-pocket expenses incurred by Initium Health through the date of termination.

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

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

\_\_\_\_\_  
Hays County, Texas

By: Ruben Becerra  
Hays County Judge

  
\_\_\_\_\_  
Initium Health

By: James Corbett  
Principal

**EXHIBIT A**

**RFP 2022-P11 Community Health Assessment**

**EXHIBIT B**

**Initium Health Proposal**

## **EXHIBIT C**

### **Scope of Work and Fee Schedule**

#### **Scope of Work:**

Initium Health will be expected to assist in developing and formalizing the Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), Public Health Strategic Plan, and Performance Management System for Hays County. All materials and items must be available in Spanish, as well as Vietnamese. The essential elements to be addressed by the consultant under this RFP will include but not be limited to:

1. Complete one of the three prerequisites required for PHAB accreditation as described above:
  - community health assessment
  - community health improvement plan
  - strategic plan, using MAPP, where appropriate.
2. Plan, Facilitate and Market of Community Meetings: Develop and implement community engagement strategies to solicit input from community members and stakeholders.
  - Creation of infographics materials
  - Facilitate health issue prioritization process
  - Provide short surveys to be completed by participants
  - Advertise community meetings to encourage participation
3. Reporting: Develop and implement communications strategies to share findings of community health assessment, community health improvement plan, and strategic plan.
  - Create detailed timelines for MAPP process and delivery of CHA and CHIP outcomes
  - Summary of prioritization process and ranked list of health/environment outcomes (well defined and transparent)
  - Delivery of final report summarizing:
    - Facilitation process used
    - Summaries of meetings
    - Priorities identified at each meeting
    - Any regional or demographic differences in identified priorities.

All deliverables must meet requirements as delineated through PHAB. For reference, view PHAB's Documentation Guidance (latest version) at <http://www.phaboard.org/>. Deliverables Include:

1. Overall coordination and project management of the MAPP process including monitoring timelines and providing direction to the MAPP Committee. (See Attachment 4 for a draft anticipated timeline for the MAPP process.)
2. Facilitation of focus groups and committees for: visioning sessions; assessments; strategic issues; and goals and strategies.
3. Identify reliable existing data sources, development of quality primary data, data collection and conduct data analysis, and Public Health System partner identification and engagement in alignment with all Public Health Accreditation Board (PHAB)

- Domain 1, Standards 1.1 through 1.4 and Domain 5, Standard 5.2, Measure 5.2.1 through 5.2.4.
4. An Executive Summary report outlining the health issues and priorities identified for Alpine County through the MAPP process that can be distributed to key stakeholders and decision makers.
  5. A one-page overview that can be distributed for educational purposes.
  6. A detailed report of how the MAPP process was implemented and progressed in Alpine County.
  7. A comprehensive written report on the results of the four assessments (CHA).
  8. A written Community Health Improvement Plan (CHIP).
  9. Develop a Strategic Plan for the Department: Identify strategic issues; formulate goals and strategies as a foundation for a Department Strategic Plan (DSP) in a short summary.
  10. Electronic copies of all written reports and all original data shall be submitted in PDF format.
  11. An electronic copy of the CHA & CHIP in a reusable document format.
  12. Copy of all the original data, agendas, and meeting notes/summaries.

The overall project will be broken down into the following phases:

### **Phase 1: Organizing and Engaging Partners**

This first phase of the CHA and Mobilizing for Action through Planning and Partnerships (MAPP) process involves organizing the planning process and developing the planning partnership, which builds commitment, engages participants as active partners, and creates a plan that can be realistically implemented. Initium's planning process starts with creating a community team composed of a core support team, steering committee, and a group of broader representation from the community, all of which will actively participate at different levels in the CHA/CHIP process. The community team will be diverse and represent the entirety of the County, including individuals who have significant influence in Hays County.

Together with Initium Health, the community team will:

- Identify scope of the assessment (i.e.: which sectors will be targeted; survey size; and duration)
- Determine data collection methods
- Select a variety of sites within each sector to conduct the needs assessment
- Locate key community stakeholders the public can reach out to with questions
- Create questions to ask

### **Phase 2: Visioning**

During this second phase, we will lead the community team through a collaborative process that results in shared vision and value statements that provide a common framework throughout the subsequent CHA phases. Involving the community team is critical in this step to ensure we are accurately capturing their perspectives on what makes a successful CHA. Initium will help guide participants towards an inspiring and strategically sound vision that will be communicated throughout the CHA process. This also coincides with the second phase of MAPP.

### **Phase 3: Collecting and Analyzing Data**



Obtaining both qualitative and quantitative data during this third phase of the CHA and MAPP process will bring to light factors affecting the local public health system and the health of the community, and help us to start to identify root causes of any disparities. As a technology enabled company, Initium is uniquely positioned to provide innovative and thorough data collection and analysis. This work will position Hays County to meet the requirements of Domain 1, Standards 1.2.1 A through 1.3.1 A for Public Health Accreditation Board (PHAB) accreditation.

Our approach to an effective community engagement process originates from a dynamic, collaborative, and equitable strategy that satisfies the needs and values of the community. In collaboration with Hays County, Initium Health's engagement approach will be tailored uniquely to the community and will outline a set of specific outreach and public participation strategies.

In order to involve the intended community members, we will employ various methods to raise awareness of the CHA and invite participation, including developing infographics to be used by Hays County in newsletters, email communications, and social media. We recommend including a comprehensive local and social media campaign as well, along with a QR code that directs users to a landing page with a CHA survey. These additional recommended services are detailed in the Additional Services section. To encourage engagement, a small incentive will be offered to individuals who participate in the CHA process.

Risks specific to this phase include not engaging a large enough sample size of marginalized communities such as people experiencing homelessness, people with disabilities, people of color, non-English speakers, working families, people with disabilities, seniors, etc. Targeting socioeconomically disadvantaged populations can be challenging due to transportation, language, technological, institutional, and physical barriers. To counteract this, we will develop sensitive and varying methods to engage these communities. With the assistance of Hays County, we will leverage existing relationships with community members and groups to reach out to and build new relationships with disengaged and underrepresented populations.

Data will be collected via

- Web based surveys and emails
- Individual and group interviews
- Community listening sessions

Survey questions will include both closed ended (quantitative) and open-ended (qualitative) questions presented in a culturally sensitive manner. The questions will involve a choice among fixed alternatives, such as degree of agreement or ranking preference order, and also give those answering the chance to say anything they want. After the survey is created, it will be given to a test group of individuals similar to the target audience to ensure the questions and directions are clear and easy to follow. In addition to primary data collection, we will collect secondary data from a variety of sources to analyze demographics, incident rates, prevalence rates, and trends over time, such as:

- U.S. Census
- Hays County Health Department
- National, state, and local public health surveys and data sources

- Hospitals and healthcare providers
- Educational institutions
- Law enforcement and first responders

Initium will complete the four assessments of the MAPP process to drive the development of a community strategic plan: Community Themes and Strengths, Local Public Health System, Forces of Change, and Community Health Status Assessment. When considered as a whole, these data provide the foundation for identifying the strategic health issues that need to be addressed. This approach allows us to create a complete picture of Hays County's health, assets, and needs, to see what changes need to take place, and how they might be set in motion.

#### **Phase 4: Identifying and Prioritizing Strategic Issues**

During this fourth step in the MAPP and CHA process, we will facilitate the identification of potential strategic issues with the community team by reviewing the findings from the Visioning process and the Data Collection and Analysis Phases and developing and prioritizing a list of health issues facing the community. By consolidating any overlapping or related issues, Initium will ensure the final list will have at a maximum 12 issues. We will employ a Prioritization Matrix, which will be based on the consequences of not addressing certain issues by considering the urgency or immediacy of it. Key to the Initium prioritization approach is addressing SDOH, reaching consensus on how to rate each item, rating based on a comprehensive review of all sources, and the agreement of the individuals on the team. Utilizing the Community Health Assessment and Group Evaluation (CHANGE) tool will best capture and organize the data.

#### **Phase 5: Developing Goals, Strategies, and an Action Plan**

During this step, participants will take the identified issues from Phase 4 and create goals, strategies, and an action plan related to those issues. In order to help the community achieve its vision, we will assist the group in formulating a variety of strategy alternatives to address the goals, taking into account current strategies and activities, and identifying any barriers to implementation. The result will be an interrelated set of strategy statements and a plan of action including activities, timeframes, responsible parties, and performance measures. This is the fifth phase of the MAPP process.

The outcome of this step is a Community Action Plan which will contain Specific, Measurable, Attainable, Realistic and Timely (SMART) goals and the activities to support those goals. Key to our method is to create an inventory of all the policy, systems, and environmental change strategies across sectors. We will use this list to identify a specific community strategy, potential barriers, and implementation details to address each key need. The needs assessment findings and strategies will be presented and approved by stakeholders before developing an action plan.

#### **Phase 6: Taking and Sustaining Action**

During this final phase of the MAPP and CHA process, the Hays County Local Health Department will develop and implement the above action plan for addressing the top priority goals and objectives. With our insider knowledge of public health programs and policies, we will utilize evidence-based strategies when creating the action plan, such as:

- National Association of County and City Health Officials

- Substance Abuse and Mental Health Services Administration's (SAMHSA) National Registry
- of Evidence-based Programs and Practices
- CDC
- U.S. National Library of Medicine National—National Institutes of Health (NIH)

There are three ongoing activities within the action cycle: planning, implementation, and evaluation. Each of these activities builds upon the others in a continuous and interactive manner.

Utilizing the final CHA document and learnings gathered from the MAPP process, we will create a strategic plan and CHIP for Hays County, thus satisfying the PHAB accreditation standards under Domain 5, Standard 5.2. These three documents lay the groundwork for health department programs, policies, and interventions, and the remainder of the review for accreditation. Based on the CHA, the CHIP will describe how the health department and the community will work together to improve the health of the population that it serves. At a minimum, Initium will include:

- Community health priorities, objectives, strategies, measures, and time framed targets
- Policy changes needed to accomplish objectives
- Individuals and organizations responsible for implementation
- Measurable health outcomes or indicators
- Priority alignment with other health department divisions and national priorities
- Facilitation process used
- Summaries of meetings
- Priorities identified at each meeting
- Any regional or demographic differences in identified priorities

Hays County's Department of Health's Strategic Plan will describe what the health department plans to achieve in 3-5 years and focus on the activities and programs of only the health department. Furthermore, it will provide guidance for decision making, strategy setting, priority setting, and taking action.

Utilizing the same community engagement strategies employed during the CHA process, we will develop and implement communications strategies to share findings of these three documents, in addition to the other deliverables.

### **Quality Assurance Plan**

At the outset of the project, we will develop a detailed project schedule and project plan. This plan will serve as the basis of our activities and monitoring progress. We will have regular checkpoints with Hays County throughout the project to examine our progress toward accomplishing the project scope, including project timelines, and assess adherence to the MAPP process. Additionally, we will review the PHAB standards with Hays County to ensure we are completing the accreditation requirements in a compliant manner.

**EXHIBIT C**

**Fee/Rate Schedule**

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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Tammy Crumley

**Sponsor:**

Judge Becerra

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**Agenda Item:**

Approve renewal of IFB 2021-B12 Countywide Dumpsters with Waste Connections Lone Star, Inc.  
**BECERRA/T.CRUMLEY**

**Summary:**

IFB 2021-B12 Countywide Dumpsters is scheduled to expire on December 6, 2022. Waste Connections Lone Star Inc. would like to renew their contract for one additional year.

**Fiscal Impact:**

Amount Requested: Pricing per bid tab  
Line Item Number: 001-695-00.5452

**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, IFB 2021-B12 Countywide Dumpsters  
G/L Account Validated Y/N?: Yes, Trash Hauling Expense  
New Revenue Y/N?: N/A  
Comments:

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### Attachments

Partially Executed Renewal



## OFFICE OF THE COUNTY AUDITOR

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

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Stephanie Hunt  
*Assistant County Auditor*  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

November 10, 2022

Waste Connections Lone Star Inc.  
2010 W. Interstate 10 Frontage Rd.  
Sequin, TX 78155

RE: Annual contract renewal

The annual contract for Countywide Dumpsters, IFB 2021-B12 is scheduled to expire on December 6, 2022. This letter will serve as official notice that Hays County would like to exercise its first (1<sup>st</sup>) option to renew the existing contract for one (1) additional year effective December 7, 2022 – December 6, 2023, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us) if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA  
Hays County Auditor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Date: 11/22/2022

Requested By:

Cynthia Millonzi

Sponsor:

Judge Becerra

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**Agenda Item:**

Discussion and possible action to authorize a salary exception at the 50th percentile for the Bookkeeper, slot 0450-001 in the Courts Division at the Hays County Clerk's Office effective December 1, 2022. **BECERRA/CARDENAS**

**Summary:**

Applicant has extensive background in Accounting/Bookkeeping.

**Fiscal Impact:**

Amount Requested: \$9,981.15 annualized

Line Item Number: 001-617-00]

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: If approved, funds are available within the operating budget to fund the increase due to attrition.

\$32.876	Base Salary (grade 109)
\$41,095	50th Percentile
\$8,219	Difference
\$1,762	Fringe
\$9,981	Annualized
\$8,318	FY23 Impact (10 months)

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes Salaries and Benefits

New Revenue Y/N?: N/A

Comments:

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Tammy Crumley

**Sponsor:**

Commissioner Shell

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#### **Agenda Item**

Discussion and possible action to consider the release of the performance and payment bond (101147623) in the amount of \$59,627.01 for IFB 2020-B01 Hays Multilayer Well. **SHELL/T.CRUMLEY**

#### **Summary**

After the completion of the well that was drilled pursuant to IFB 2021-B03 Hays County Multilayer Well on May 14, 2021, it was discovered the bonds were still being held for this project. This action will release the payment and performance bonds back to the awarded vendor, Underground Water Resources, LLC.

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#### **Attachments**

Bond Release



**CONTRACT STATUS INQUIRY**

Date: 11/10/2022  
Bond No: 1001147623

Contractor: Underground Water Resources, LLC

Description of Contract Hays Multilayer Well  
Owner Hays County

Contract Price: \$59627.01 Effective Date: 2/3/2021

Without prejudicing your right or affecting our liability under our bond(s) described above, we would appreciate such of the following information as is now available.

**1. IF CONTRACT COMPLETED, PLEASE STATE:**

Date of completion of work (or final delivery) May 14 2021  
Acceptance Date \_\_\_\_\_  
Final Contract Price \$ 59,027.01

**2. IF CONTRACT UNCOMPLETED, PLEASE STATE:**

Current Contract Price \$ \_\_\_\_\_ As of \_\_\_\_\_ % Completed \_\_\_\_\_  
Paid to contractor – net of retainage \$ \_\_\_\_\_  
Earned retainage withheld \$ \_\_\_\_\_  
Covering work completed through \_\_\_\_\_  
Estimated Completion date \_\_\_\_\_

3. Are you aware of any past due bills or disputes between the above contractor and any of their subs or suppliers? ( ☐ ) Yes ( ☐ ) No  
If yes, please explain on the back of this form.

4. Is the completed work to date satisfactory?? ( ☒ ) Yes ( ☐ ) No

Date: \_\_\_\_\_

Signature

Printed  
Name

Title

Address

\_\_\_\_\_  
Ruben Becerra

Hays County Judge

111 E. San Antonio St.,  
San Marcos, TX 78666



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Commissioner Shell

**Co-Sponsor:**

Commissioner Ingalsbe

---

**Agenda Item:**

Discussion and possible action to award contract RFP 2022-P12 Pet Resource Center - Project Coordinator to Austin Pets Alive and authorize staff and General Counsel to negotiate a contract. **SHELL/INGALSBE**

**Summary:**

On September 27, 2022, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P12 Pet Resource Center - Project Coordinator. Purchasing received one proposal from Austin Pets Alive.

After evaluation of the proposal, the evaluation committee's recommendation is to pursue negotiations with Austin Pets Alive. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

**Fiscal Impact:**

Amount Requested: TBD

Line Item Number: TBD

**Budget Office:**

Source of Funds: TBD

Budget Amendment Required Y/N?: No

Comments: Once contract is awarded, funds will need to be identified and budgeted.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes, RFP 2022-P12 Pet Resource Center - Project Coordinator

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: N/A

Comments:

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Jeff McGill

**Sponsor:**

Judge Becerra

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#### **Agenda Item**

Discussion and possible action to authorize the Information Technology Director to execute equipment quotes for ordering new or replacement Polycom Desk Phones through 8x8, Inc., the County's phone vendor. **BECERRA/McGILL**

#### **Summary**

The county vendor for all desk phones requires execution of a quote in order to activate the phone license associated with the Polycom desk phones. Requesting authorization to allow the IT Director to execute quotes in order to process orders efficiently.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Commissioner Shell

**Co-Sponsor:**

Commissioner Ingalsbe

---

**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and Neighborhood Defender Service, Inc regarding the operation of the public defenders' office in Hays County. **SHELL/INGALSBE**

**Summary:**

On November 23, 2021, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P04 Public Defenders Office. After evaluation of the proposals and interviews with both firms the Commissioners Court with recommendation of the evaluation committee approved the selection Neighborhood Defender Service, Inc on May 24, 2022 to move forward with further discussions and pursue contract negotiations.

**Fiscal Impact:**

Amount Requested: \$11,282,910 (\$2,256,582 annually for five years)

Line Item Number: 011-763-99-166.5448 (FY23)

**Budget Office:**

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: No

Comments: \$5M in ARPA funding has been committed for the development of the PDO office, remaining contract value will need to be budgeted during the annual budget process.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes, RFP 2022-P04 Public Defenders Office

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

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Draft Contract

**PROFESSIONAL SERVICES CONTRACT**  
**BETWEEN HAYS COUNTY AND**  
**NEIGHBORHOOD DEFENDER SERVICE, INC.**  
**\_\_\_\_\_, 2022 – SEPTEMBER 30, 2027**

THIS CONTRACT (a/k/a Agreement) is between Hays County, and Neighborhood Defender Service, Inc., a not for profit corporation (Contractor).

## **1. PURPOSE**

1.01 On or about May 24, 2022, the County, after soliciting proposals in compliance with Chapter 26 the Texas Code of Criminal Procedure, selected Contractor's proposal and authorized negotiation of this Agreement.

1.02 The County agrees to pay Contractor on a monthly basis for indigent legal defense services on criminal cases arising in Hays County as outlined in the Scope of Services, Appendix A.

1.03 Contractor is experienced and able to perform technical and professional services.

## **2. ENGAGEMENT OF CONTRACTOR**

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract, including the Scope of Services (Appendix A) consistent with the standard of practice in the community and best possible representation of clients, as set forth in the RFP. This Contract is made pursuant to the County's RFP for a Public Defender Office (RFP # 2022-P04) and all of Contractor's responses to the RFP and subsequent questions (Appendix C). The Parties may refer to the RFP and Contractor's responses to the RFP to provide information regarding the intent of the Parties. However, the Parties concur that this Agreement contains all terms and conditions necessary for performance of the services contemplated in the RFP and Contractor's response.

## **3. SCOPE OF SERVICE**

3.01 The Contractor must perform the services described in Appendix A in a satisfactory manner. Contractor desires to and will provide these services for the County's indigent defense needs in accordance with the standards adopted by the Texas Indigent Defense Commission (TIDC), and the terms of this Agreement. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Texas and is qualified to perform the services in this Agreement.

3.02 Each of NDS, Inc.'s LLC's will be equally represented on the NDS, Inc. National Board. Such representation shall consist of three (3) members from each of NDS, Inc.'s LLC's, including three members who represent the LLC created under Texas law ("NDS Texas"). NDS Texas will additionally be governed by a 6-person in-state Advisory Board, whose members will have demonstrated a commitment to providing effective representation in indigent public defense.

The services include all conferences and consultation deemed necessary by the

County to properly and fully perform the services, including attendance and presentation at County Commissioners Court meetings, if needed.

#### **4. TERM OF CONTRACT**

4.01 This Contract begins on \_\_\_\_\_, 2022 and ends September 30, 2027. The Contractor must expediently perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew this contract for an additional five year term.

#### **5. DATA TO BE FURNISHED CONTRACTOR**

5.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to provide the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

#### **6. PERSONNEL**

6.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Texas and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

6.02 The Contractor warrants that all employees and contractors of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed. This includes, but is not limited to, the possession and maintenance of the professional licenses required by law and, where appropriate, admission by the State Bar of Texas.

6.03 Each employee must devote the time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

6.04 Contractor warrants that all attorneys and contractors who provide legal representation to clients under this Agreement shall be and shall remain members in good standing of the State Bar of Texas.

6.05 The initial staffing plan is described in the Contractor's response to the RFP (Appendix C). Contractor warrants that it shall maintain adequate staffing levels to provide the attorney services required to be provided by Contractor under this Agreement and presented in the Contractor's response to the RFP. Whenever

an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible.

6.06 Employees' daily working hours will be determined by the Contractor.

## **7. ADMINISTRATION**

7.01 Contractor will perform the Scope of Services defined in Appendix A. Contractor shall provide the County with the monthly and quarterly reports set forth in Appendix A.

7.02 Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

7.03 Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

## **8. COMPENSATION**

8.01 The County agrees to pay Contractor compensation in the amount of \$11,282,910, or \$2,256,582 annually. Despite anything to the contrary in this Contract, if, during annual budget planning and adoption, the Hays County Commissioners Court fails to appropriate funding for this Agreement for the following fiscal year, the County may terminate this Contract after giving Contractor sixty (60) calendar days written notice that this Contract is terminated due to the failure to fund it.

8.02 The County agrees to pay Contractor the amounts set forth in Appendix B, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix B. All compensation provided by this Contract will be applied toward the provision of indigent criminal defense legal services in Hays County. The Parties recognize that financial best practices hold that Contractor should maintain a cash operating reserve of six-month's worth of unrestricted cash on hand to ensure fiscal stability and continuity of essential services to indigent defendants.

8.03 The Contractor must, upon reasonable notice, be available to participate in



any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract.

8.04 In no event shall the making of payments to Contractor or the continuation of services by the Contractor constitute or be construed as a waiver of any breach of covenant, or any default which may then exist, on the part of the other party, and the making of such payment by the County or the provision of services by Contractor in which any such breach or default exists shall not impair or prejudice any right or remedy available with respect to the breach or default.

## **9. METHOD OF PAYMENT**

9.01 The County will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services as set forth in Appendix B, after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to date and the cost of all services for that billing period; and must describe the services rendered. The Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Article 8 with regard to the amounts payable for performance.

9.02 The Contractor must direct invoices to the attention of the individual specified in the Notice provisions, Article 19.

9.03 The Contractor must submit along with the invoices, monthly progress reports indicating the Contractor's activities during the previous month and the number of clients serviced and be signed by an authorized officer of the Contractor.

## **10. RECORDS - ACCESS**

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

10.02 The County and the Legislative Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent

whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any agreed upon reported deficiencies within ten (10) days of notification by the County.

10.04 If, as a result of any audit conducted by or for a County, State of Texas or Federal agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

10.05 If, as part of any audit conducted by or for a County, the State of Texas or a Federal agency relating to the Contractor's performance under this contract, a request is made to review any materials that include confidential client information, Contractor may in its own discretion, redact confidential client information, as provided by legal and professional standards, before providing those materials for review.

## **11. RELATIONSHIP OF PARTIES**

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims, and any related costs or expenses.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County and is not being retained in any capacity as a joint enterprise or venture with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the

County.

## **12. INSURANCE**

12.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees. Contractor shall maintain the insurance limits outlined below.

12.02 Contractor shall maintain at least the following minimum coverage:

- A. Commercial General Liability (CGL) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor’s general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any “Special Conditions” shall be named as an additional insured under this policy.
- C. Automobile Liability with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers’ Compensation insurance with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- E. Professional Liability (Errors and Omissions) Insurance that is appropriate to the Contractor’s profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

12.03 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any “Special Conditions” shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance.

12.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.05 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.06 Waiver of Subrogation. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

12.10 Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.11 Subcontractors. Contractor shall require and verify that all subcontractors

maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

12.12 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

### **13. INDEMNIFICATION**

13.01 EXCEPT FOR CLAIMS ARISING FROM THE COUNTY'S GROSS NEGLIGENCE, THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY AGAINST, AND FROM ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, COSTS, CHARGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE COUNTY BECAUSE OF ANY OF THE FOLLOWING OCCURRING DURING THE TERM OF THIS CONTRACT:

- A. ANY NEGLIGENT OR TORTIOUS ACT, ERROR, OR OMISSION HELD IN A COURT OF COMPETENT JURISDICTION TO BE ATTRIBUTABLE, IN WHOLE OR IN PART TO THE CONTRACTOR, OR ANY OF ITS PERSONNEL, EMPLOYEES, CONSULTANTS, AGENTS, OR ANY ENTITIES ASSOCIATED, AFFILIATED, (DIRECTLY OR INDIRECTLY) OR SUBSIDIARY TO THE CONTRACTOR NOW EXISTING, OR TO BE CREATED, THEIR AGENTS AND EMPLOYEES FOR WHOSE ACTS ANY OF THEM MIGHT BE LIABLE.
- B. ANY FAILURE BY THE CONTRACTOR, OR ANY OF ITS EMPLOYEES TO PERFORM ITS OBLIGATIONS EITHER IMPLIED OR EXPRESSED UNDER THIS CONTRACT.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the

County without the County's prior, written consent.

13.04 THIS INDEMNITY APPLIES WITHOUT REGARDS TO WHETHER THE CLAIM, DAMAGE, LIABILITY OR EXPENSE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. THIS INDEMNITY SURVIVES DELIVERY AND ACCEPTANCE OF SERVICES.

13.05 THIS INDEMNITY MUST NOT BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL IMMUNITY THE COUNTY, ITS AGENCIES, OR EMPLOYEES, HAS AS PROVIDED BY STATUTE OR MODIFIED BY COURT DECISIONS.

#### **14. NOTICE OF MATERIAL CHANGES**

14.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Decrease in, or cancellation of, insurance coverage.
- B. Delinquent payment, or nonpayment, of tax obligations.
- C. Delinquent payment, or nonpayment, of payroll obligations.
- D. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- E. Delinquent payment, or nonpayment, of subcontractors.
- F. Termination of, or changes in, subcontracts.
- G. Transfer, sale, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

#### **15. TERMINATION**

15.01 The County may terminate this Contract if the Contractor is in default of any of its obligations under the Contract or has failed to comply with any of the material terms and conditions of this Contract, by giving written notice to the Contractor. Before the County exercises its right to declare the Contractor in default, the County must give the Contractor Notice of its default status and the reasons for such status. If the Contractor does not cure the default within five (5) working days, the Contract is deemed terminated twenty-five (25) days after the date of the Notice. If after Notice, the County determines that the Contractor was not in default, the rights and obligations of the parties are the same as if the Notice had not been issued. Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies.

15.02 After receipt of a Notice of Termination and except as otherwise directed

by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property. For purposes of this Agreement, individual client case files are specifically excluded from the records required to be turned over to the County.
- D. Refund to the County any unexpended cash reserves maintained under section 8.02 which resulted from payments made to Contractor by the County under this or a preceding contract.
- E. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract.
- F. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- G. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- H. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

15.03 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The County must return all the properties of the Contractor to it.

15.04 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The

Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

15.05 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

## **16. NOTICES**

16.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and both emailed and mailed by first-class mail and addressed as follows:

Contractor:

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

With Copy to: General Counsel  
111 E. San Antonio St., Suite 202  
San Marcos, TX 78666  
[mark.kennedy@co.hays.tx.us](mailto:mark.kennedy@co.hays.tx.us)

16.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

16.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

## **17. CONFIDENTIAL INFORMATION**

17.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is



confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

17.02 The Contractor agrees to take appropriate action with respect to its employees to ensure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

## **18. COMPLIANCE WITH LAWS**

18.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

18.02 The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

## **19. DEBARMENT AND SUSPENSION**

19.01 The Contractor certifies to the best of its knowledge and belief, that:

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under 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. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

19.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.

19.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

19.04 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

19.05 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

19.06 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

19.07 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

## **20. SUBCONTRACTING AND ASSIGNMENT**

20.01 The Contractor will advise the County before subcontracting the obligations created in this Agreement. The Contractor will advise the County before terminating any such subcontract. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor must also direct notices to the attention of the individual specified in the Notice provisions, Article 16.01. The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void.

## **21. BANKRUPTCY OR INSOLVENCY**

21.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or

Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.
- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County
  - (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
  - (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and
  - (iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.
- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than five (5) business days' notice.
- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

21.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

## **22. MISCELLANEOUS**

22.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

22.02 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

22.03 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

22.04 Neither party is responsible for force majeure events.

22.05 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

22.06 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

22.07 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

22.08 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

28.10 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or

subsequent breach.

28.11 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

28.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable. Such severance shall be as narrow as possible and shall not affect the remainder of this Agreement in such action and other actions, unless the court shall also find, on the request of the party that asserted the enforceability of the provision, that without such provision as originally written, this Agreement is not likely to meet the reasonable commercial expectations of such party and in such case, the court shall enter an equitable judgment of rescission, termination, or reformation of this Agreement as necessary to reach an equitable result.

28.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

28.14 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

28.15 If the division of Human Relations determines that the Contractor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages, and debarment from any further business with the County.

28.16 Section 2252 of the Texas Government Code restricts the County from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Contractor hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

28.17 Pursuant to Chapters 2270 and 808 of the Texas Government Code, Contractor certifies that is not ineligible to receive the award of or payments under the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

## **23. AUTHORIZATION AND CAPABILITY**

23.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so, on behalf of the Contractor, and is empowered to bind the Contractor to this Contract.

## 24. SIGNATURE

24.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

COUNTY OF HAYS

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Elaine Cardenas, MBA, PhD  
Hays County Clerk

NEIGHBORHOOD  
DEFENDER SERVICE,  
INC.

\_\_\_\_\_  
By: RICK JONES  
EXECUTIVE DIRECTOR/C.E.O.

## **APPENDIX A SCOPE OF SERVICES**

### **1. Scope of Services**

- 1.1 Contractor will represent clients in criminal cases in Hays County on the terms and conditions contained in the Agreement and this Appendix.
- 1.2 NDS will be assigned up to the equivalent of 1,434 misdemeanor cases annually over the term of this contract for years two through five, where a misdemeanor counts as 1 misdemeanor case and a felony counts as 1.87 misdemeanor cases. The caseload will be prorated for the partial, first year of this contract.
- 1.3 In accordance with the County's goal to provide a model program that incorporates nationally recognized best practices for criminal defense, Contractor may intake cases through Contractor's community intake practice. Contractor must act promptly in filing an appearance in order to exercise its intake option. Contractor's community intake practice shall include indigent clients, with cases where no arrest has yet been made, or cases where Contractor has a pre-existing relationship with the client, or cases where no attorney has yet been assigned, or cases where the client would otherwise need to be assigned new counsel (for example, when the client's assigned counsel must withdraw due to conflict). Community intake cases shall count towards Contractor's obligation to handle up to the equivalent of 1434 misdemeanor cases annually, where a misdemeanor counts as 1 misdemeanor case and a felony counts as 1.87 misdemeanor cases.
- 1.4 Contractor shall provide additional services to clients that address civil and social needs that arise from their criminal cases, to the extent those services are supported by supplemental funding obtained by Contractor. Such services may include assistance with mental health and drug treatment needs, housing and employment needs, child support adjustments, immigration proceedings, educational needs, access to veteran's services, prevention of eviction, asset forfeiture proceedings, and public benefits and healthcare needs.

### **2. Caseload**

- 2.1 Contractor shall make reasonable efforts to provide continuity of representation at all stages of a case. However, nothing in this Agreement shall prevent Contractor from (i) making assignment changes or staff rotations, as it deems necessary, at reasonable intervals; or (ii) assigning an attorney to handle a specific event associated with the client's representation, if such method of assignment is a reasonable method for

providing effective representation.

2.2 Except by mutual agreement, Contractor shall have no obligation to provide staffing for any significant increases in workload resulting from changes in court calendars, including the need to staff additional courtrooms.

2.3 In the event that Contractor is unable to continue to represent a client, or is unable to satisfactorily handle one or more cases assigned to it, Contractor will file a motion to withdraw and, if granted, return all such cases to the Court for reassignment by the County.

3. Assignment of Cases. -

3.1 Assignment protocols shall be determined in collaboration with the Court Coordinator(s) for the criminal courts of Hays County.

3.2 The Parties agree that approximately half of the cases assigned to Contractor shall be those with defendants exhibiting mental health concerns. The Parties agree that an initial method for satisfying this objective shall be referral of any case for which a magistrate has ordered a mental health evaluation pursuant to Section 16.22 of the Texas Code of Criminal Procedure.

3.3 All appointments under this Agreement shall be made in compliance with Chapter 26 of the Code of Criminal Procedure.

4. Reports and Invoices

4.1 Beginning on the tenth day of the month following the commencement of this Agreement, and on a monthly basis thereafter during the term of the Agreement or any extension thereof, Contractor shall provide the County with a monthly program report containing the number of cases assigned and the number of case dispositions, for which services have been rendered, including the number of cases from community intake. An authorized agent of Contractor must sign the monthly report.

4.2 The County shall notify Contractor within fifteen (15) days of receipt of a report from Contractor if there are any material discrepancies between the assigned caseload as indicated in Contractor's monthly reports and the assigned caseload as indicated by internal Court or County audits.

4.3 No later than fifteen (15) days before the first day of each month during the term of this Agreement, Contractor shall send to the County an invoice for services to be rendered during the following month pursuant to this Agreement. Invoices shall be paid no later than fifteen (15) days following the County's receipt of the invoice. Each such monthly invoice shall reflect the amount due to Contractor pursuant to section 8 of the Agreement and Appendix B, paragraph 1.



- 4.4 Beginning on the tenth day of the month following the commencement of this Agreement, and on a monthly basis during the term of the Agreement of any extension of it, Contractor shall provide the County with a monthly financial report containing, among other information, the amounts spent in all budget categories for the preceding month.

The reports and invoices shall be sent to the County at the addresses set forth in Article 19 of the contract.

5. Review

- 5.1 The County may request renegotiation of this Agreement to provide for additional attorney services. Any additional services shall be provided only when the County has approved funding and payment as a result of a mutually agreed-upon modification of this Agreement.
- 5.2 If Contractor determines, in its sole discretion, that Contractor has been assigned cases that exceeds the number or nature of cases that Contractor is obligated to accept under this Agreement, Contractor may request renegotiation of the compensation to be paid under this Agreement. Any such request shall be in writing and shall contain an estimate of the actual additional funding deemed necessary to fund the cost of the required identified additional services. The County shall respond to the request in writing within thirty (30) days of receipt.

## **APPENDIX B COMPENSATION**

For services rendered during the term of this Agreement, the County shall pay Contractor a total fee not to exceed \$11,282,910.

1. Annually, the County will pay Contractor twelve (12) payments of \$188,048.50 each. These funds will be provided for Contractor to take all necessary steps to handle the caseload described in 1.2 and 1.3 of this Appendix.
2. On a case by case basis, Contractor may request reimbursement for travel related to visiting clients in custody outside of Hays County.

**APPENDIX C**  
**RFP AND RESPONSES**

DRAFT



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Judge Becerra

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**Agenda Item**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

**BECERRA**

**Summary**

Additional information will be provided during Executive Session.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Tammy Crumley

**Sponsor:**

Commissioner Ingalsbe

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**Agenda Item**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property 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.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Judge Becerra

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**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.

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:**

Commissioner Jones

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**Agenda Item**

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of the Administrative position within the Hays County Commissioner Precinct 2 Office. Possible discussion and/or action may follow in open court. **JONES**

**Summary**

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

**Sponsor:** Commissioner Ingalsbe

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**Agenda Item**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property 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

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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

**Date:** 11/22/2022

**Requested By:**

Commissioner Lon A. Shell

**Sponsor:**

Commissioner Shell

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#### **Agenda Item**

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of for all positions funded for the Pre-trial Services Department. Possible discussion and/or action may follow in open court. **SHELL**

#### **Summary**

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