

**Commissioners Court -- FEBRUARY 28, 2023
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on **FEBRUARY 28, 2023**, 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
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1. Introduction of the new 4-H & Youth Program Coordinator, Sierra Murray, to the Hays County Commissioners Court. **SHELL/BLANKENSHIP**
2. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Southside Community Center. **INGALSBE**
3. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the KZSM, San Marcos Texas Community Radio Association. **INGALSBE**
4. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Lone Star Cattlemen Foundation. **SMITH**
5. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Livestock Exposition. **SMITH**
6. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Wimberley Village Library Foundation. **SHELL**
7. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Office of Emergency Services FirstNet. **SHELL**
8. Presentation by Halff regarding an update on the 2020 Parks Bond Program. **BECERRA**
9. Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Hays County Auditor's Office and the Award of Financial Reporting Achievement to the Hays County Auditor Marisol Villarreal-Alonzo from the Government Finance Officers Association (GFOA). **BECERRA/VILLARREAL-ALONZO**

G.

CONSENT ITEMS
The following may be acted upon in one motion.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve specifications for RFP 2023-P05 Jail Food Services and authorize Purchasing to advertise and solicit for proposals. **INGALSBE/CUTLER**
5. Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 3. **COHEN/ELLER**
6. Authorize the submission of a grant renewal to the Department of State Health Services (DSHS) FY24 Regional Local Services System/Local Public Health Services (RLSS/LPHS) in the amount of \$102,926.00. **INGALSBE/T.CRUMLEY**
7. Authorize the execution of a no-cost contract amendment to the DSHS Public Health Workforce Grant contract. **INGALSBE/T.CRUMLEY**
8. Authorize Building Maintenance to replace the 10-ton HVAC rooftop unit #4 (RTU-4) at the Hays County Courthouse in the amount of \$17,102.24 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
9. Authorize payment to Austin Extreme Graphics for vehicle graphics to a 2022 Chevrolet Tahoe in the amount of \$805.17 for the Hays County Constable, Pct. 4 Office, in which a purchase order was not obtained per the County Purchasing Policy and amend the budget accordingly. **SMITH/HOOD**
10. Authorize Building Maintenance to install a handicap push-button operator system in the amount of \$5,492.36 on the elected officials' existing rear entrance door of the Government Center and amend the budget accordingly. **SHELL/T.CRUMLEY**
11. Approve out-of-state travel, utilizing the Sheriff's Office Continuing Education Funds, for Emergency Communications Manager Megan Jones and Emergency Communications Officers Sean Best, Tori Tyler, Haley Campbell, and Samantha Peterson to attend the Navigator Conference on April 17-20, 2023, in Denver, Colorado. **INGALSBE/CUTLER**
12. Authorize the Sheriff's Office to accept a donation of \$750.00 from the San Marcos Lions Club for the 2023 Jr. Deputy program and amend the budget accordingly. **INGALSBE/CUTLER**
13. Authorize the Sheriff's Office to use existing funds to purchase three drones valued at \$19,864.13. **SHELL/CUTLER**
14. Authorize payment to Quantum Towing of \$750.00 for an evidentiary tow for the Sheriff's Office in which no purchase order was issued as required per the County Purchasing Policy. **SHELL/CUTLER**
15. Authorize payment to Enterprise Fleet Management of \$11,946.50 for settlement charges related to a totaled lease vehicle in the Sheriff's Office and amend the budget accordingly. **INGALSBE/CUTLER**
16. Amend the County Judge's operating budget to reimburse the travel expenses in the amount of \$593.16 for in-person evaluation of the conditions of detention centers for outsourced inmates. **BECERRA**
17. Approve the filing of Tax Assessor-Collector Jenifer O'Kane's Continuing Education Transcript as required by Section 6.231 (d) of the Texas Property Tax Code. **SHELL/O'KANE**
18. Approve payment of \$375.00 to Waldrip Insurance Agency for the annual Tax Assessor Collector fidelity bond where no purchase order was issued as required per the County Purchasing Policy. **SHELL/O'KANE**
19. Authorize expenditures of up to \$1,500.00 for a public Easter Egg Hunt Event to be held on the Courthouse Grounds on April 2, 2023 and amend the budget accordingly. **BECERRA**

20. Authorize the Juvenile Probation Department to purchase vehicle equipment valued at \$5,023.91 from Dana Safety Supply, Inc. for the 2018 Dodge Caravan leased vehicle and amend the budget accordingly. **BECERRA/DAY**
21. Authorize payment to Applied Concepts, Inc. for repairs to a LIDAR Radar System in the amount of \$527.50 for the Hays County Constable Pct. 4 Office, in which a purchase order was not obtained per County policy and amend the budget accordingly. **SMITH/SHELL/HOOD**
22. Authorize the execution of an MOU with the Department of State Health Services related to the Texas Syndromic Surveillance (TxS2) system. **INGALSBE/T.CRUMLEY**
23. Approve Utility Permits. **INGALSBE/BORCHERDING**
24. Approve the appointment of Commissioner Michelle Cohen to the CARTS Board of Directors. **BECERRA**
25. Accept the delivery of the Internal Examination reports for Fiscal Year 2022 Hays County Sheriff's Office Federal Discretionary Account, Fiscal Year 2021 Hays County Sheriff Chapter 59 Asset Forfeiture Account, and Fiscal Year 2022 Hays County Constable Precinct 2 Chapter 59 Asset Forfeiture Account. **VILLARREAL-ALONZO**
26. Authorize the County Judge to execute a Contract Amendment between Hays County and SHI Governmental Solutions pursuant to our Microsoft Enterprise Enrollment Agreement (49746921) to add the County Judge as the official signatory on all contracts. **BECERRA/MCGILL**
27. Approve the upgrades to areas C, D, and Main Jail Visitation Areas in the Hays County Jail with Cornerstone Detention Products, Inc. pursuant to the GSA Contract GA-07F-269AA, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items. **INGALSBE/CUTLER**
28. Authorize and/or ratify execution of a Fourth Amendment to the Countywide Dumpster Contract (IFB 2021-B12), in relation to debris removal under the Declaration of Local Disaster, as authorized by Section 262.031(a) of the Texas Local Government Code. **BECERRA/JONES**
29. Approve the Hart Intercivic repair's estimate in the amount \$5,525.00 for 13 Verity Duo Machines that are no longer under warranty, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D). **BECERRA/DOINOFF**.
30. Authorize the submission of a renewal grant application to the DSHS FY24 Infection Disease Control Unit/Surveillance and Epidemiology (IDCU-SUR) grant program in the amount of \$165,000.00. **INGALSBE/T.CRUMLEY**
31. Approve the appointment of County Judge Ruben Becerra as Hays County Historical Commission Chair. **BECERRA**
32. Authorize the County Judge to execute a Contract Amendment with JM Engineering, LLC. related to HVAC - Maintenance and Repair Services, Countywide pursuant to RFP 2020-P01, increasing our overall contract to \$164,770.84, a 6% increase. **BECERRA/T.CRUMLEY**
33. Authorize payment to Chuck Nash Auto Group for vehicle repair (replacement of lifters, manifold, and gaskets, plus labor) to a 2015 Chevrolet Tahoe in the amount of \$6075.51 for the Hays County Constable, Pct. 4 Office, in which a purchase order was not obtained. **SMITH/SHELL/HOOD**
34. Authorize the Sheriff's Office to transfer two non-law enforcement vehicles (white fleet) to the Pre-trial Services Department effective immediately. **SHELL/FOCKEN**
35. Authorize additional funding for the Justice of the Peace Pct. 5 for continuing education training and amend the budget accordingly. **SMITH/BRYANT**
36. Approve the appointment of Sharri Boyett to the Animal Advisory Committee. **BECERRA**
37. Authorize the County Judge to execute a First Amended and Restated Professional Services Agreement with Dr. Steven Logsdon related to pre-employment psychological evaluations and fit-for-duty evaluations for prospective and current employees of the Hays County Sheriff's Office. **SHELL/CUTLER**

38. Receive and Ratify the finalized Parks Bond Agreements: the Funding Commitment Agreement between Hays County and the City of Woodcreek; Interlocal Agreement between Hays County and the City of San Marcos for funding the Purchase of Easements and Right of Way for the Purgatory Creek Improvements Project and the Interlocal Agreement Hays County and the City of Buda, TX for the Improvement of Park Facilities at Sites Owned by the City of Buda. **INGALSBE/SHELL**
39. Amend the County Clerk's Records Management Fund for additional continuing education funds related to the Tyler Technology annual conference held in May 2023. **BECERRA/CARDENAS**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to award contract for IFB 2023-B11 Darden Hill @ Sawyer Ranch Roundabout to Aaron Concrete Contractors, LLC in the amount of \$3,587,296.50. **SMITH/BORCHERDING**
2. Discussion and possible action to approve a Change Order to the Professional Services Agreement between Hays County and WSB for additional engineering and inspection services related to the FM 2770 turn lane project. **INGALSBE/BORCHERDING**
3. Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement between Hays County and the Texas Department of Transportation relating to the Jacobs Well Road (CR 182) Improvement from 0.425 east of Mount Sharp Road to 0.6 miles east of Mount Sharp Road and amend the budget accordingly. **SHELL/BORCHERDING**
4. Discussion and possible action to authorize the execution of Change Order No. 12 in the amount of \$1,077,457.36 to the Construction Contract with Sterling Delaware Holding Company for the FM 1626 South project from FM 2770 to RM 967 as part of the Pass-Through Finance Program and amend the budget accordingly. **SMITH/BORCHERDING**
5. Discussion and possible action to authorize the County Judge to execute an interlocal agreement between Hays County and the City of Buda related to the study of the SH 45 Southwest Gap Project and amend the budget accordingly. **SMITH/BORCHERDING**
6. Discussion and possible action to accept the maintenance bond rider extension from DNT Construction, Inc. until July 6, 2023 for Shadow Creek subdivision, Phase 9, Section 2 - bond #1848963 in the amount of \$180,609.38. **COHEN/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-1962-NP; Discussion and possible action regarding the Anthem North, Phase 1 N, Preliminary Plan (aka Freedom Subdivision). **SMITH/PACHECO**
2. PLN-2124-NP; Discussion and possible action regarding the Ecclesia Subdivision, Preliminary Plan (1 Lot). **SHELL/PACHECO**
3. PLN-2099-PC; Las Lomas, Sec 2, Lot 3-C, Replat; Call for a Public Hearing on March 14th, 2023, followed by discussion and possible action regarding the Las Lomas, Sec 2, Lot 3-C, Replat. **SHELL/PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the Information Technology Director to execute equipment quotes for ordering new or replacement Cradlepoint devices through Axon Enterprise, Inc. **INGALSBE/McGILL**
2. Discussion and possible action to approve vendors for the May 6th Cinco de Mayo Menudo Throwdown 2023 event by Hill Country Cook-Off Association in accordance with the Hays County Property Use Policy. **BECERRA**
3. Discussion and possible action to authorize the renaming of a portion of Dacy Lane to Science Hall Loop. **INGALSBE/PACHECO**

4. Discussion and possible action to authorize the County Judge to execute the Social Service Funding Agreements between Hays County and Wimberley Independent School District (WISD), San Marcos Independent School District, Hays Independent School District (SMISD) and Dripping Springs Independent School District (DSISD) regarding recovery assistance for direct or indirect impacts of COVID-19 and behavior health care services and amend the budget accordingly. **SMITH**
5. Discussion and possible action to authorize use of funding from the Hays County American Rescue Plan Recovery Grant for the Hays County Local Health Department Mobile Vaccine Facility regarding recovery assistance for direct or indirect impacts of COVID-19; and to amend the budget accordingly. **INGALSBE/COHEN**
6. Discussion and possible action to appoint and confirm the chairperson for the Hays County Historical Commission. **SHELL**

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 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions within the office of Hays County Human Resources. 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 Right of Way located at or near Windy Hill Road in Pct. 1. Possible discussion and/or action may follow in open court. **INGALSBE**
3. 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**
4. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**
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 associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
6. Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Create. Possible discussion and/or action may follow in open Court. **SHELL**
7. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located at 401 Veterans Drive, Kyle in Pct.3. 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**
5. Updates of community health assessment by local health department. **BECERRA**
6. Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**

N. ADJOURNMENT

**Posted by 5:00 o'clock P.M. on the 24th day of February, 2023
COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

CLERK OF THE COURT

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



AGENDA ITEM REQUEST FORM: **F. 1.**

Hays County Commissioners Court

Date: 02/28/2023

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

Sponsor: Commissioner Shell

Agenda Item

Introduction of the new 4-H & Youth Program Coordinator, Sierra Murray, to the Hays County Commissioners Court.

SHELL/BLANKENSHIP

Summary



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Southside Community Center. **INGALSBE**

Summary

See Attachments.

Attachments

Draft ARPA Agreement - Southside Community Center

Draft PW - Southside Community Center

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 Todd Salmi Principal Officer of Southside Community Center (“Beneficiary”), located at 518 South Guadalupe Street, San Marcos, TX 78666 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 \$103,629.00 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 March 14, 2023 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 March 14, 2023.
- 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 [redacted] employees were employed by the business/special-purpose unit of local government/non-profit as of March 14, 2023.

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 March 14, 2023 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 expenditure of Initial Payment, validation of actual expenditures and subject to compliance with the voucher procedures as described below. Beneficiary will be required to provide documentation of (a) deposit of funds into the Beneficiary's bank account, (b) provide support from the general ledger showing expenditures, and (c) provide invoice or payroll support for those expenditures.

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: Southside Community Center

Owner Name: Todd Salmi

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Southside Community Center

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Southside Community Center

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DRAFT

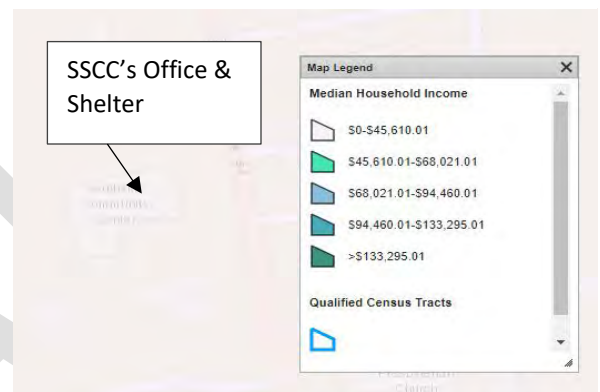
1 SOUTHSIDE COMMUNITY CENTER OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Southside Community Center (SSCC) is a 501(c)(3) nonprofit organization that provides ministries to the homeless, supports women and children of the community through programs of direct service, social action, and various economic development efforts, and provides safe and affordable housing to low- and moderate-income people in San Marcos and Hays County. They also own and operate a transitional shelter to assist residents of Hays County with transitioning from homelessness back to having a permanent residence. Anyone, regardless of religion or faith, are able and encouraged to apply for all SSCC's programs.

SSCC provides a free community meal every day at 4pm and also helps Hays County residents with either rent or utilities. SSCC's New Life Program offers the area's only transitional shelter that aims to get people back on their feet. SSCC coordinates these activities via their office located at 518 South Guadalupe Street, San Marcos, TX 78666, which is located in Qualified Census Tract 105¹, and operates a transition shelter, which is located behind the office building.

Figure 1:SSCC's Office and Transition Shelter – Median Income



SSCC Profit and Loss statements for 2019 and 2020 were used to determine pandemic-induced revenue loss. SSCC experienced a revenue loss of \$78,221 in 2020 due to loss of income from being forced to cancel their Summer Work Camp program.

In 2019 SSCC's Summer Work Camp program brought volunteers to San Marcos from all throughout the United States to help renovate low-income households in dire need of repair. But in 2020, COVID-19 group and crowd restrictions² prohibited the travel and gathering of volunteers needed to run the Summer Work Camp program. SSCC and the City of San Marcos therefore decided to put the program on hold.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Fund's (SLFRF) responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate SSCC's financial hardship from the revenue loss. Through a grant of \$103,629 SSCC will be able to:

- Recover decreased revenue

The Final Rule enumerated Assistance to Nonprofits, defining them as 501(c)(3)s or (19)s, as an eligible use in which recipients could consider declines in revenues, e.g., from donations and fees, or increased

¹ Figure 1 is from <https://egis.hud.gov/cpdmaps/> median income layer

² [CDC Museum COVID-19 Timeline](#) | [David J. Sencer CDC Museum](#) | [CDC](#)

costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

1.3 PROGRAM SUMMARY

SSCC provided their IRS determination letter to support their eligibility as a beneficiary under the SLFRF. Documentation supporting the pandemic induced harm were SSCC's profit and loss statements from 2019 and 2020. The validation and cost reasonableness analysis determined SSCC can demonstrate a pandemic related harm up to \$103,629 the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. SSCC's initial award is \$103,629.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic SSCC saw a reduction in its revenue, which is primarily funded by donations and income from programs, such as the Summer Work Camp.

Table 1: SSCC Revenue Loss

	2019	2020
Gross Profit	488,613	410,392
		(78,221)
		-16%
Projected Growth		\$514,021
Revenue Loss		(103,629)

The ARPA SLFRF grant is critical to help SSCC recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 16% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35³ to count projected annual growth in accordance with the US Treasury's revenue loss calculation, SSCC's loss of revenue is \$103,628.64 for 2020.

3 ELIGIBILITY

3.1 FINAL RULE⁴

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".

³ 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".

⁴ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

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 hardship⁵

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 beneficiaries⁶

⁵ 31 CFR Part 35 – Final Rule A. Public Health and Negative Economic Impacts 1. Final Rule Structure, c. Assistance to Nonprofits

⁶ 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the KZSM, San Marcos Texas Community Radio Association. **INGALSBE**

Summary

Attachments:

Draft ARPA Agreement

Draft PW

Attachments

Draft ARPA Agreement - KZSM

Draft - Exhibit A

Draft - Exhibit B

Draft - Exhibit C

Draft PW

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH SAN MARCOS TEXAS COMMUNITY RADIO ASSOCIATION**

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 **San Marcos Texas Community Radio Association** (the "Agency"), a non-profit corporation, located at 216 N Guadalupe Street, San Marcos, Texas 78666.

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 procure the necessary expertise and equipment to transfer the KZOS license to KZSM and ensure a functional emergency response radio system for San Marcos emergency response; 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 \$50,000.00 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 \$50,000.00 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 the Effective Date, 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 Professional Services, and certain costs for delivering Radio Broadcasting Services including Equipment, Supplies, and Contractual Services, (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 Contracts for Consulting Service, Invoices and Proof of Payment for Professional Installation Services, Equipment, Supplies, Contractual Services, Rent/utilities, Administrative and Specific 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:

San Marcos Texas Community Radio Association
216 N Guadalupe Street
San Marcos, Texas 78666
Attention: Jeremy Garrett

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

San Marcos Texas Community Radio Association

By: _____
Jeremy Garrett
President

_____ Date

Exhibit A

Budget		
Line	Item	Approved Budget
	PERSONNEL	
1	Salaries	\$0.00
2	Fringe Benefits	\$0.00
3	SUBTOTAL PERSONNEL	\$0.00
	OPERATIONS	
4	Professional Services	\$22,518.50
5	Equipment	\$21,381.50
6	Supplies	\$0.00
7	Contractual Services	\$6,100.00
8	Rent/Utilities	\$0.00
9	Department Specific Costs	\$0.00
10		\$0.00
11		\$0.00
12		\$0.00
13		\$0.00
14		\$0.00
15		\$0.00
16		\$0.00
17		\$0.00
18		\$0.00
19		\$0.00
20	SUBTOTAL OPERATIONS	\$50,000.00
21	Personnel and Operations Subtotal	\$50,000.00
	INDIRECT COST	
22	Administration - 10% de minimus	\$0.00
23	SUBTOTAL Indirect Cost	\$0.00
	TOTALS	\$50,000.00

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

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

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, Texas 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 2023

Invoice Number: 01

Agency: San Marcos Texas Community Radio Association

Program:

Agency contact:

Current contract term:

E-mail:

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	\$0.00	\$0.00	\$0.00	\$0.00
2	Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
3	SUBTOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
	OPERATIONS				
4	Professional Services	\$22,518.50	\$0.00	\$0.00	\$22,518.50
5	Equipment	\$21,381.50	\$0.00	\$0.00	\$21,381.50
6	Supplies	\$0.00	\$0.00	\$0.00	\$0.00
7	Contractual Services	\$6,100.00	\$0.00	\$0.00	\$6,100.00
8	Rent/Utilities	\$0.00	\$0.00	\$0.00	\$0.00
9	Department Specific Costs	\$0.00	\$0.00	\$0.00	\$0.00
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	SUBTOTAL OPERATIONS	\$50,000.00	\$0.00	\$0.00	\$50,000.00
21	Personnel and Operations Subtotal	\$50,000.00	\$0.00	\$0.00	\$50,000.00
	INDIRECT COST				
22	Administration - 10% de minimus	\$0.00	\$0.00	\$0.00	\$5,000.00
23	SUBTOTAL Indirect Cost	\$0.00	\$0.00	\$0.00	\$5,000.00
24	PAYMENT REQUEST				
25	TOTALS	\$50,000.00	\$0.00	\$0.00	\$55,000.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

APH USE ONLY:

Reviewed & approved by: _____

Date: _____



HCTX114_San Marcos Texas Community Radio (KZSM)

HAYS COUNTY ARPA SLFRF PROJECT

HCTX114_ San Marcos Texas Community Radio (KZSM)

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1 SAN MARCOS TEXAS COMMUNITY RADIO (KZSM) OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

San Marcos Texas Community Radio Association (KZSM) is a 501(c)(3) nonprofit public charity that normally receives a substantial part of their support from a governmental unit, grants, or from donations. KZSM's mission is to present news, views, ideas, & music that reflects the diversity of San Marcos. Their studio is located at 216 N. Guadalupe Street, San Marcos, TX 78666 inside of Qualified Census Tract 101.

On November 15, 2022, the San Marcos City Council voted for the transfer of the City's low-power FM Radio Station License (KZOS) and related transmission equipment to KZSM; finding that such conveyance serves the public purposes of community-based programming and emergency awareness programming in the City of San Marcos.

The City of San Marcos applied for a radio station application with the Federal Communications Commission (FCC) following the October 1998 Central Texas floods that devastated. Many residents found that information from neighboring communities was nonexistent or inaccurate to the San Marcos community during the emergency. In 2010, the FCC approved the city construction license for a new low power radio station.

Specifically designed for local emergency use, the radio station would later be authorized to promote community events and other activities. Located on the north end of town the signal covers a wide swath of San Marcos. During emergencies, the transmitter power can be remotely increased to ensure communication to the community. In such emergencies like a tornado, flood, or other calamity, the station can be remotely and on-site managed to provide information during a crisis. Activation of local warning sirens signal information can be found on KZOS.¹

With KZSM assuming the function of emergency broadcasting steps will need to be taken to ensure that they are fully prepared to for any emergencies that might arise. The transfer process involves moving, testing, and possibly purchasing equipment, as well as professional consultation. The cost to accomplish all of this is estimated to cost \$55,000.

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 eligible use Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations. The pandemic has broadly impacted Americans and recipients of SLFRF funds can provide services to prevent and mitigate COVID-19 to the general public. Enumerated eligible uses include:

- Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)

¹ [City of San Marcos Website](#)

The Final Rule enumerated eligible uses like emergency response radio systems. The total expected capital expenditure of the additional ambulances is under \$1 million.

1.3 PROGRAM SUMMARY

Through a subrecipient agreement for the amount of \$50,000 KZSM will procure the necessary expertise and equipment to transfer the KZOS license to KZSM and ensure a functional emergency response radio system for San Marcos emergency response. Documentation supporting the cost of the KZOS license transfer is an estimate from Canyon Lake Broadcasting. A cost analysis of the purchase price was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined KZSM can demonstrate a pandemic related need up to \$55,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

KZSM supplied a cost estimate from Canyon Lake Broadcasting to acquire San Marcos' low-power broadcast license and initialize the emergency broadcast capability. A search was conducted for similar products and services for comparison against the Canyon Lake Broadcasting estimate. That comparison is shown in Table 1 and totals a 3% variation in overall cost.

Table 1:Base Cost

Item	Unit Price	Units	Cost	Comparison Averages	Variation
Application to move the transmitter / antenna to your site and change the frequency and license to cover.			1,495	1,195.00	300.00
Digital Alert Systems DASLPFMR Low Power FM EAS Decoder Package with AM/FM/NOAA Receivers			3,795	3,418.50	376.50
PCP Single-Bay 800 Watt Circular Polarized FM Broadcast Antenna -3dB (N)			369	499.99	(130.99)
Install / Fit up Transmitter and antenna (100 hours @\$36/HR)			3,600	4,250.00	(650.00)
Allen and Heath 48 Channel Digital Mixer			8,199	7,741.99	457.01
Lenovo ThinkPad Laptop	769.50	3.00	2,309	2,818.50	(510.00)
Broadcast Mic Boom	99.00	3.00	297	287.88	9.13
Earthworks ETHOS XLR Broadcast Mic	699.00	3.00	2,097	1,810.20	286.80
JK Audio Remote Mixer- 5 Channel			817	1,038.00	(221.00)

2 Pc Broadcast Wireless Mic w.
Transmitter

2,499 2,409.00 90.00

Station Manager/Engineer- 25 HRs/wk @
\$20/HR x 52 Weeks

20.00 1,300.00 26,000 24,531.25 1,468.75

Total 51,477 1,476 3% Variation

Some of the costs were project specific and highly variable. These costs are being categorized as contingencies as they will be dependent on the specifics of the project for KZSM. Infrastructure projects generally have a contingency percentage of 5-10% as an acceptable variation on estimated costs. Table 2 demonstrates that costs of the variable items is 7% of the remaining \$51,477 of estimated project costs.

Table 2:Contingency

Item	Unit Price	Units	Cost
Removing the equipment from Fire Station, testing the equipment and doing any necessary software updates and installing in NP's studio			1,500
Actual Costs for repairs or software updates and installation			1,000
Hardware and software to implement			1,000
Total			3,500
			7%

Canyon Lake Broadcasting is providing a quote for very technical equipment that serves a specific purpose for the emergency broadcast system. The variation in pricing on some equipment maybe from special needs to the KZSM project. Given the overall variation in the base cost is 3% and the variable costs is within the 5-10% range of common acceptable contingency the cost of \$54,796 to transfer the license and initialize emergency broadcast capability is reasonable.

3 ELIGIBILITY

3.1 FINAL RULE²

The Responding to the Public Health Emergency eligible use for COVID-19 mitigation and prevention lists establishing or enhancing public health data systems. The SLFRF Final Rule Overview further enumerates this eligible use to stating specifically:

- Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)

² 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

3.2 CAPITAL EXPENDITURE

Recipients providing assistance involving capital expenditures (i.e., expenditures on property, facilities, or equipment) eligibility standards are as follows:

- Recipients may pursue an enumerated project with total expected capital expenditures of under \$1 million without having to undergo additional assessments to meet SLFRF requirements.

Enumerated projects for Public Health and Negative Economic Impacts include COVID-19 public health response and mitigation tactics. For example, emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems).

DRAFT



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Lone Star Cattlemen Foundation. **SMITH**

Summary

Attachments: Draft ARPA Agreement
Draft PW

Attachments

Draft ARPA Agreement - Lone Star Cattlemen Foundation
Draft 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 Craig Tekyl Principal Officer of LSC Foundation (“Beneficiary”), located at PO Box 113, Fredericksburg, TX 78624 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 \$50,000.00 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 March 14, 2023 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 March 14, 2023.
- 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 zero (0) employees were employed by the business/special-purpose unit of local government/non-profit as of March 14, 2023.

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 March 14, 2023 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 expenditure of Initial Payment, validation of actual expenditures and subject to compliance with the voucher procedures as described below. Beneficiary will be required to provide

documentation of (a) deposit of funds into the Beneficiary's bank account, (b) provide support from the general ledger showing expenditures, and (c) provide invoice or payroll support for those expenditures.

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: LSC Foundation

Owner Name: Craig Tekyl

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Lone Star Cattlemen Foundation

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_ Lone Star Cattlemen Foundation

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1 LONE STAR CATTLEMEN FOUNDATION OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Lone Star Cattlemen Foundation (LSCF) is a 501(c)(3) non-profit organization that relies solely on volunteer effort to raise funds to purchase 4H and Future Farmers of America (FFA) student projects at the local annual Livestock Show and Expo held every January at the Dripping Springs Ranch Park¹ and the statewide annual Rodeo Austin auction. Students can use the monies to pursue higher education.

LSCF raises funds to purchase the 4H and FFA student projects by hosting an annual in-person Gala and a raffle; the gala includes a wild game dinner, the drawing for the raffle, and a live auction. In years prior to 2020, the LSCF raised over \$404,000 (\$187,654 in 2018 and \$216,497 in 2019). In 2020, COVID-19 group and crowd restrictions prohibited LSCF from hosting the gala in person. Instead, they raffled off a Chrysler Jeep and were able to raise \$18,214. The raffle monies plus \$1,000 in contributions brought their 2020 revenue to a total of \$19,214.

Figure 1: Annual Livestock Show & Expo Venue



1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

LSCF's Form-990s for the years 2019 (\$216,497.00) and 2020 (\$19,214.00) document a \$197,283.00 decrease in gross revenue due to a pandemic-related decrease in 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 LSCF's financial hardship from the revenue loss. Through a grant of \$50,000 LSCF 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

LSCF provided their Form-990s for 2018, 2019, and 2020 to support their eligibility as a beneficiary under the SLFRF. In 2020, LSCF's ability to purchase livestock youth projects was made possible by raffling off a Jeep to raise funds (\$19,214), otherwise fundraising would have been reduced to \$0 as COVID-19 group and crowd restrictions prohibited LSCF from being able to host their annual in-person gala.

¹ Google Earth Imagery

The validation and cost reasonableness analysis determined LSCF can demonstrate a pandemic related harm up to \$208,540.84 for the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. LSCF's initial award is \$50,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic LSCF saw a reduction in its revenue, which is primarily generated by fund raising at their annual Gala.

The ARPA SLFRF grant is critical to help LSCF recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 91% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35² to count projected annual growth in accordance with the US Treasury's revenue loss calculation, LSCF's loss of revenue is \$208,540.84 for 2020.

Table 1: Revenue Loss

	2019	2020
Contributions & Grants		1,000.00
Other Revenue	216,497.00	18,214.00
Total Revenue	216,497.00	19,214.00
		(197,283.00)
		-91%
Projected Growth		\$227,754.84
Revenue Loss		(208,540.84)

All monies raised are used to purchase 4H and Future Farmers of America (FFA) student projects at the annual Livestock Show and Expo held every January at the Dripping Springs Ranch Park, and the statewide annual Rodeo Austin auction, to support students as they pursue dreams of higher education.

² 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2".

3 ELIGIBILITY

3.1 FINAL RULE³

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “specifically those that are 501(c)(3) or 501(c)(19) tax exempt organizations”.

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue, e.g., from reduced contributions

When a recipient provides funds to address that impact, it is then providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603 of Title VI of the Social Security Act, amended by ARPA. Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship

3.1.1 Beneficiaries

“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 beneficiaries⁴

³ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

⁴ 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Livestock Exposition. **SMITH**

Summary

Attachments:

Draft ARPA Agreement

Draft PW

Attachments

Draft ARPA Agreement - HCLE

Draft 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 Terry Polk Principal Officer of Hays County Livestock Exposition, Inc. (“Beneficiary”), located at PO BOX 1778, Kyle, TX 78640 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$33,372.41 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 capital at Dripping Springs Ranch Park or 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 March 14, 2023 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 March 14, 2023.
- 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 [redacted] employees were employed by the business/special-purpose unit of local government/non-profit as of March 14, 2023.

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 March 14, 2023 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 expenditure of Initial Payment, validation of actual expenditures and subject to compliance with the voucher procedures as described below. Beneficiary will be required to provide documentation of (a) deposit of funds into the Beneficiary's bank account, (b) provide support from the general ledger showing expenditures, and (c) provide invoice or payroll support for those expenditures.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Beneficiary submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

BENEFICIARY: Hays County Livestock Exposition, Inc.

Owner Name: Terry Polk

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Hays County Livestock Exposition

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Hays County Livestock Exposition

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1 HAYS COUNTY LIVESTOCK EXPOSITION OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hays County Livestock Exposition, Inc. (HCLE) is a 501(c)(3) non-profit organization that raises funds to provide 4H and Future Farmers of America (FFA) students with monetary awards for their projects winning in the annual January Exposition. Categories include livestock skills, home skills, and agricultural mechanics. HCLE also awards scholarships to 4H and FFA students.

HCLE's annual exposition and HCLE's monthly board meetings are held at the Dripping Springs Ranch Park, at 1042 Event Center Dr, Dripping Springs, TX 78620¹.

In years prior to 2020, they were able to raise over \$75,000 (\$76,459.00 in 2018 and \$83,943.00 in 2019) from the January Livestock Exposition alone. In 2020, their overall fund raising was reduced to \$62,498.00 as COVID-19 group and crowd restrictions prevented them from being able to rent their portion of the barn/event room at Dripping Springs Ranch Park. The purchase of equipment, such as livestock pens, and completion of paving the arena that was added in 2019, have been put on hold for the past two years due to a decrease in revenue.

Figure 1: Venue for HCLE's Annual Event



1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

HCLE's Form-990s for the years 2019 (\$91,354.00) and 2020 (\$62,732.00) document a \$28,622.00 decrease in gross revenue due to a pandemic-related decrease in 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 HCLE's financial hardship from the revenue loss. Through a grant of \$33,372 HCLE 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

HCLE provided their Form-990s for 2018, 2019, and 2020 to support their eligibility of as a beneficiary under the SLFRF. In 2020, HCLE was unable to purchase new equipment for use at the expo, such as live-

¹ Google Earth Imagery

stock pens, and had to postpone paving the remainder of the arena that was added in 2019 at Dripping Springs Ranch Park, as fund raising was reduced due to COVID-19 group and crowd restrictions.

The validation and cost reasonableness analysis determined HCLE can demonstrate a pandemic related harm up to \$33,372.41 for the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. HCLE's initial award is \$33,372.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic HCLE saw a reduction in its revenue, which is primarily funded by fund raising at their January Exposition and renting their portion of the barn/event room at Dripping Springs Ranch Park.

The ARPA SLFRF grant is critical to help HCLE recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was a 31% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35² to count projected annual growth in accordance with the US Treasury's revenue loss calculation, HCLE's loss of revenue is \$33,372.41 for 2020.

Table 1: Revenue Loss

	2019	2020
Contributions & Grants	3,820.00	1,380.00
Investment Income	3,591.00	234.00
Other Revenue	83,943.00	61,118.00
Total Revenue	91,354.00	62,732.00
		(28,622.00)
		-31%
Projected Growth		\$96,104.41
Revenue Loss		(33,372.41)

² 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2".

3 ELIGIBILITY

3.1 FINAL RULE³

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “specifically those that are 501(c)(3) or 501(c)(19) tax exempt organizations”.

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue, e.g., from reduced contributions

When a recipient provides funds to address that impact, it is then providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603 of Title VI of the Social Security Act, amended by ARPA. Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship

3.1.1 Beneficiaries

“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 beneficiaries⁴

³ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

⁴ 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Wimberley Village Library Foundation. **SHELL**

Summary

Attachments: Draft ARPA Agreement
Draft PW Ageement

Attachments

Draft ARPA Agreement - WVLF
Draft PW - WVLF

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 Carrie Campbell Principal Officer of Wimberley Village Library Foundation (“Beneficiary”), located at PO BOX 1240, 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 \$150,000.00 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 March 14, 2023 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 March 14, 2023.
- 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 contract employee was employed by the business/special-purpose unit of local government/non-profit as of March 14, 2023.

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 March 14, 2023 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 expenditure of Initial Payment, validation of actual expenditures and subject to compliance with the voucher procedures as described below. Beneficiary will be required to provide

documentation of (a) deposit of funds into the Beneficiary's bank account, (b) provide support from the general ledger showing expenditures, and (c) provide invoice or payroll support for those expenditures.

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 Village Library Foundation

Owner Name: Carrie Campbell

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Wimberley Village Library Foundation

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Wimberley Village Library Foundation

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DRAFT

1 WIMBERLEY VILLAGE LIBRARY FOUNDATION OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The Wimberley Village Library Foundation (WVLF) is a 501(c)(3) nonprofit public charity that normally receives a substantial part of their support from a governmental unit, grants, or from donations. WVLF builds community support and raises funds to provide the tools and facilities necessary to advance learning opportunities at the Wimberley Village Library. The Wimberley Village Library is located at 400 FM 2325, Wimberley TX 78676¹.

The Wimberley Library closed for the two-week period, from April 13, 2020 to May 2, 2020. Two days later, on May 4, 2020, front porch pick-up of materials began, along with online programming for children and adults. Limited staff were present from 1 pm to 6 pm Monday through Friday. Wi-Fi services remained available for use from the parking lot. The library fully reopened in November 2020.

In September 2022 construction began to expand the existing library building by 8,800 square feet. The addition of new larger meeting rooms, restrooms, and a parking lot is expected to be completed in August 2023.

Upon completion of the construction of the expanded facility, WVLF planned to renovate the existing 8,359 SF building at 400 FM 2325. The renovation would include replacement of the HVAC system and lighting, formation of an adult service area, repurposing an existing meeting room and the children's area, and completely renovating the restrooms.

The August 2018 Wimberley Village Library Master Plan included the expansion and renovation at the cost of \$1,712,685. A November 2022 invoice from the firm selected to construct the expansion, Marksmen General Contractors, LLC., documents the expansion cost has increased to \$5,710,000.

Much media attention has been paid to the rising cost of materials and construction products due to global supply chain issues exacerbated by the pandemic. WVLF's expansion and subsequently the planned renovation of the existing building has been negatively impacted by these economic factors. Certain material prices were especially prone to wild fluctuations, such as steel (whose average costs more than doubled since the start of the pandemic) and lumber and plywood (whose price also doubled one year into the pandemic but has come back down). Other materials, like glass, drywall, and plastic construction products saw sharper price increases than other materials during this time. But price spikes were not simultaneous, and they didn't occur until well into the pandemic.^{2,3}

Figure 1: Wimberley Village Library



¹ Google Earth Imagery

² Labor And Materials Might Constrain Remodeling Growth, But the Pandemic Is Only Part Of The Story | JCHS of Harvard University

³ Marcum Commercial Construction Index Issue 38 | Fourth Quarter 2021

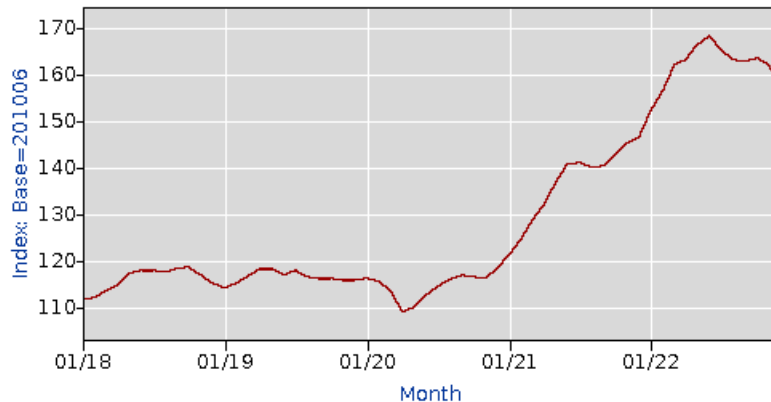
According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 40.0% higher⁴ in November 2022 (Figure 2), continuing a staggering inflationary run that has characterized much of the pandemic (Figure 3)

Figure 2: Producer Price Index, November 2022

	1-Month % Change	12-Month % Change	% Change Since Feb 2020
Inputs to Construction	-0.9%	11.9%	39.7%
Inputs to Nonresidential Construction	-0.8%	11.5%	40.0%
Plumbing Fixtures and Fittings	0.4%	10.5%	16.6%
Fabricated Structural Metal Products	-0.2%	7.7%	54.2%
Iron and Steel	-2.4%	-23.9%	57.8%
Steel Mill Products	-3.0%	-26.6%	75.8%
Nonferrous Wire and Cable	0.4%	0.4%	42.5%
Softwood Lumber	-0.9%	-3.9%	29.2%
Concrete Products	0.9%	14.3%	24.8%
Prepared Asphalt, Tar Roofing & Siding Products	0.7%	12.5%	36.9%
Crude Petroleum	-2.3%	8.5%	77.9%
Natural Gas	-15.8%	-26.0%	178.6%
Unprocessed Energy Materials	-7.8%	-4.4%	102.6%

Source: U.S. Bureau of Labor Statistics

Figure 3: Producer Price Index for Nonresidential Construction, 2018 - 2022



The increase in the cost of the expansion and renovation compared to the 2018 budgeted estimate means the WVLF must raise funds to cover the cost of the project. They have set a goal to raise \$1M to be sure to cover the increased cost(s) of construction needed for the project; to date they have raised \$139,000.

⁴ Materials Prices Down 1% in November, Still Up 40% Since February 2020|ABC

Exacerbating this financial hardship has been a decrease in revenue due to the pandemic. WVLF's Form-990 for the years 2019 (\$99,423.00) and 2020 (\$70,910.00) document a revenue loss of 42% or \$34,403.00.

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 WVLF's financial hardship from the increased costs and revenue loss⁵. Through a grant of \$150,000 to WVLF they will be able to:

- Recover part of the increased cost of their expansion and renovation; and
- 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 be considered Decreased revenue (e.g., from donations and fees) and Increased costs as impacts of the pandemic.

1.3 PROGRAM SUMMARY

WVLF submitted an application for grant funds to Hays County. The applicant provided Form 990s for 2019 and 2020 to support the eligibility of WVLF as a beneficiary. Documentation supporting the pandemic induced increase in the final cost of the renovation is a budget sheet and an invoice from the contractor selected for the expansion. A cost analysis of the price increases for expansion and renovation, and a decrease in revenue was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined WVLF can demonstrate a pandemic related need up to \$719,477. WVLF initial award is \$150,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

According to the Bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy; nonresidential construction input prices are 40.0% higher.

In August of 2018 the cost estimate performed by Marmon Mok Architecture from Wimberley Village Library's Master Plan placed the cost of renovation and construction at \$1,712,685. Using the 40.0% increase in nonresidential construction inputs that 2018 cost estimate would escalate to 2,397,759 yielding a pandemic related increase in cost of \$685,074.

$$\text{\$1,712,685} \times 1.40 = \text{\$2,397,759}$$

$$\text{\$2,397,759} - \text{\$1,712,685} = \text{\$685,074}$$

⁵ 31 CFR 35.6(b)(3)(ii)(C)

WVLF 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. Table 1 shows there was a 42% drop in revenue from 2019 to 2020 due to the pandemic. 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, WVLF's loss of revenue is \$34,403.00 for Fiscal Year 2020.

Table 1: Form 990 Revenue Loss

	2019	2020
8 Contributions and grants	99,344	68,689
10 Investment income	0	1501
11 Other revenue	79	0
12 Total revenue	99,423	70,190
		(29,233)
		-42%
Projected Growth		\$104,593.00
Revenue Loss		(34,403.00)

Combining both the increased cost and the loss of non-grant related revenue incurred by WCLF due to the pandemic we get a total of \$719,477 in economic harm.

3 ELIGIBILITY

3.1 FINAL RULE⁶

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 donations and fees)
- Increased costs
- Capacity to weather financial hardship

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship

⁶ 31 CFR 35.6(b)(3)(ii)(C)



AGENDA ITEM REQUEST FORM: **F. 7.**

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Office of Emergency Services FirstNet. **SHELL**

Summary

Attachments

Draft PW



HCTX114_Office of Emergency Services FirstNet

HAYS COUNTY ARPA SLFRF PROJECT

HCTX114_Office of Emergency Services FirstNet

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1 OFFICE OF EMERGENCY SERVICES FIRSTNET OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The Hays County Office of Emergency Services (HCOES) serves the citizens of Hays County by directing and coordinating emergency services and homeland security programs to prepare, respond, and recover from emergencies and disasters. The HCOES includes the Office of Emergency Management, the Fire Marshal's Office, and Emergency Preparedness. These offices have individual purposes but work together for the protection of the citizens of Hays County.

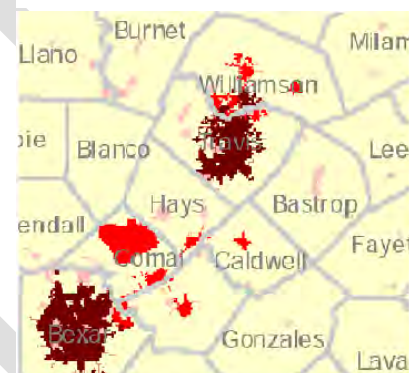
HCOES includes the Office of Emergency Management, the Fire Marshal's Office, and Emergency Preparedness. These offices have individual purposes but work together for the protection of the citizens of Hays County. During the height of the COVID-19 pandemic HCOES organized and implemented PPE distribution, COVID-19 testing, vaccine distribution, and coordinated with all health care providers, assisted living facilities, and municipalities.

The coordination with municipalities wasn't restricted to just those residing within Hays' borders. For example, there was a collaboration with surrounding counties in the Central Texas Counties Vaccine Collaborative (CTCVC) – a group consisting of Bastrop, Caldwell, Hays, and Travis counties.¹ Counties like Travis have more urban areas as opposed to Hays, Bastrop, and Caldwell that have more rural areas. A visualization of this is illustrated in Figure 1.²

A lack of reliable broadband can hinder participation with the CTCVC and groups like the Capital Area Council of Governments (CAPCOG) in the event of a disaster due to a lack of reliable broadband. This issue also affects coordination within Hays County. Dripping Springs High School was the location of a vaccine clinic and HCOES experienced sketchy or nonexistent service inside the school. This connectivity issues extended to the Dripping Springs area.

To better prepare for future pandemics and incidents Hays County needs to have reliable connectivity for its emergency workers. The ability for HCOES to coordinate preparedness and response efforts is critical to mitigating the effects of the next disaster.

Figure 1: Central Texas Rural Area Map



Rural locations are those outside Census Places with a population...

...greater than or equal to 2,500
Outside Census Places >= 2,500 people

...greater than or equal to 10,000
Outside Census Places >= 2,500 people
Census Places: 2,500 - 9,999

...greater than or equal to 50,000
Outside Census Places >= 2,500 people
Census Places: 2,500 - 9,999
Census Places: 10,000 - 49,999

Urban locations under all three definitions:

Census Places: >= 50,000 people

¹ Central Texas Counties Launch Pop-up Vaccine Site | Community Impact

² Texas - Rural Definitions: State-Level Maps - USDA ERS

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 eligible use Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations. The pandemic has broadly impacted Americans and recipients of SLFRF funds can provide services to prevent and mitigate COVID-19 to the general public. Enumerated eligible uses include:

- Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)

FirstNet is the only nationwide, high-speed broadband communications platform dedicated to and purpose-built for America's first responders and the extended public safety community. It is built with AT&T in public-private partnership with the First Responder Network Authority (FirstNet Authority) – an independent agency within the federal government.³ The FirstNet Authority was established in light of September 11, 2001 to create a single, nationwide broadband network specifically for first responders. Radios relied on by police, fire, and paramedics did not easily operate across different agencies. Land and mobile phone lines were overwhelmed by a high volume of calls. First responders struggled to communicate with each other.⁴

Healthcare workers and first responders are using the FirstNet network to communicate and coordinate operations at COVID-19 testing centers, field hospitals, and incident command posts:

- In rural California, FirstNet supported emergency communications in Tulare County, where a remote, makeshift hospital was set up at the Porterville Developmental Center. There, a portable FirstNet cell site was used to provide extra network coverage and capacity for public safety and healthcare workers in and around this critical healthcare facility.
- A FirstNet cell tower on wheels was used to bolster emergency communications for workers at the US Naval Ship Mercy in Los Angeles.
- In the City of Alexandria, Virginia, hotspots and smartphones powered by the FirstNet network are enabling 9-1-1 dispatchers to take calls and handle Computer Aided Dispatch (CAD) operations from their homes and remote locations.

The Compact Rapid Deployable (CRD) for FirstNet is a deployable FirstNet cell tower and internet access point. It generates an area of FirstNet cellular, wired Internet and wi-fi coverage, anytime and anywhere. The CRD can be deployed by a single person within minutes, when and where HCOES needs it.⁵ It can support up to 64 Simultaneous LTE Users at one time, using a typical satellite connection or up to 600 simultaneous FirstNet users with the high-speed ethernet or fiber option. The CRD can run continuously for 60 hours on one tank of gas and provide cellular range up to 2 miles and Wi-Fi range up to 500 feet.

The Final Rule enumerated eligible uses like emergency response radio systems. The total expected capital expenditure of the additional ambulances is under \$1 million.

³ https://about.att.com/story/2021/fn_innovation.html

⁴ <https://www.firstnet.gov/about>

⁵ <https://www.firstnet.com/coverage/coverage-enhancements/compact-rapid-deployable.html>

1.3 PROGRAM SUMMARY

HCOES will purchase the FirstNet system data plan and CRD to create an emergency response radio systems for Hays County emergency response. Documentation supporting the cost of the HCOES ambulance purchase are quotes for the FirstNet system data plan and CRD. A cost analysis of the purchase price was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined HCOES can demonstrate a pandemic related need up to \$85,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

HCOES received two quotes from different FirstNet providers for CRDs. A third price was obtained from the City of Alvin that purchased the same product with ARPA funds. All prices were in the same range as illustrated in Table 1.

Table 1: FirstNet CRD Prices

Vendor	Date	Product	Amount	Source
CNM	4/7/2022	CRD	\$69,995.00	Hays
Rescue R	12/6/2022	CRD	\$77,995.00	Hays
Rescue R	7/22/2022	CRD	\$77,995.00	Alvin

HCOES received one quote for the 40GB broadband services and another was again obtained from the City of Alvin's ARPA expenditure. Pricing is shown in Table 2.

Table 2: 40GB Broadband Prices

Vendor	Date	Product	Amount	Source
Rescue R	12/6/2022	40GB Broadband	\$3,500.00	Hays
Rescue R	7/22/2022	40GB Broadband	\$3,395.00	Alvin

Verizon Frontline is a competitor to FirstNet but does not appear to offer a comparable product to FirstNet's CRD. Frontline has Tactical Humanitarian Operations Response (THOR) vehicles that are mobile, rapid-response command centers. The CRD is a compact unit able to be attached to any County vehicle while THOR vehicles are built on modified Ford F650 chassis, with a six-seat cab and three-seat rear command center.⁶ Given the flexibility and available price information for FirstNet's CRD the cost is reasonable.

⁶ [Verizon Frontline's THOR lands on Popular Science's "Best of What's New" list | About Verizon](#)

3 ELIGIBILITY

3.1 FINAL RULE⁷

The Responding to the Public Health Emergency eligible use for COVID-19 mitigation and prevention lists establishing or enhancing public health data systems. The SLFRF Final Rule Overview further enumerates this eligible use to stating specifically:

- Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)

3.2 CAPITAL EXPENDITURE

Recipients providing assistance involving capital expenditures (i.e., expenditures on property, facilities, or equipment) eligibility standards are as follows:

- Recipients may pursue an enumerated project with total expected capital expenditures of under \$1 million without having to undergo additional assessments to meet SLFRF requirements.

Enumerated projects for Public Health and Negative Economic Impacts include COVID-19 public health response and mitigation tactics. For example, emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems).

⁷ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Presentation by Halff regarding an update on the 2020 Parks Bond Program. **BECERRA**

Summary

Halff will give a general update on the status of the Park Bond program, including funding status and where the public can find project information.

Web address: <https://www.haysparksbond.com/>

Attachments

Parks Bond Update Presentation



HAYS COUNTY
PARKS BOND

Bond Program Update

HAYS COUNTY 2020 PARKS & OPEN SPACE BOND PROGRAM PROJECTS

PRECINCT 1

- 1 San Marcos Eastside Park Aquisition
- 2 Purgatory Creek Improvements
- 3 Cape's Pond Park*
- 4 Indigenous Cultures Center
- 5 Lakeside Trail Restoration
- 6 NHO Youth Sportsplex
- 7 SMCISD Walking Trail
- 8 Gary Softball Complex Renovations
- 9 SMCISD Public Park

PRECINCT 2

- 10 Plum Creek Trail Improvements
- 11 Kyle Sportsplex
- 12 Buda Eastside Regional Park

PRECINCT 3

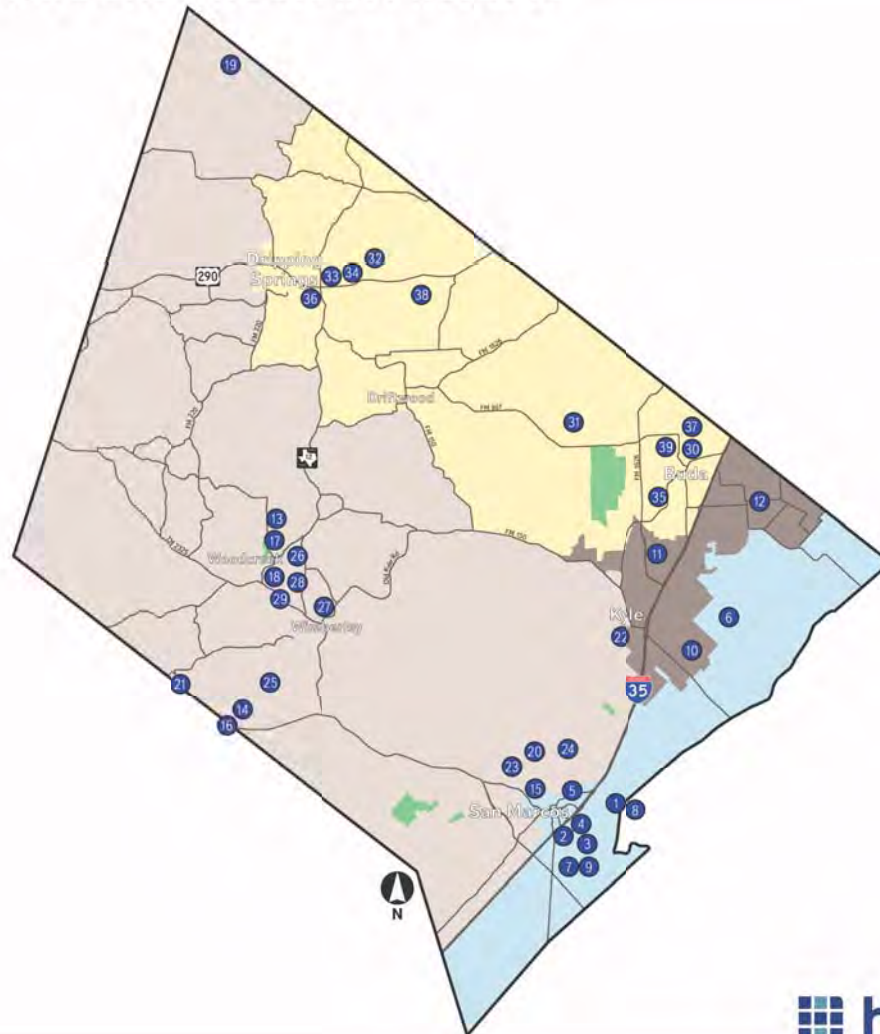
- 13 Coleman's Canyon Preserve*
- 14 Sentinel Peak Park & Preserve*
- 15 SMRF Recharge Lands*
- 16 Purgatory Creek Nature Preserve*
- 17 Dry Cypress Creek Trail
- 18 Cypress Creek De Cordova Trail
- 19 Roy Creek Canyon Preserve
- 20 Starnes Ranch
- 21 John Knox Ranch*
- 22 Gregg-Clarke Park Improvements
- 23 Blanco Bend Ranch
- 24 Presa Grande (Sink Creek)*
- 25 Old Glory
- 26 WYSA Expansion
- 27 Blue Hole Nature Center*
- 28 Woodcreek Parks Project
- 29 Mt. Edith Land Aquisition

PRECINCT 4

- 30 Garison Park
- 31 HCC Violet Crown Trail*
- 32 Rathgeber Natural Resources Park*
- 33 Old Fitzhugh Road Multi-Use Trail*
- 34 Dripping Springs Regional Skatepark*
- 35 Onion Creek Trail
- 36 Dripping Springs Town Center*
- 37 Garison Parkland Expansion
- 38 Patricks' Hall*
- 39 Garlic Creek Trail

LEGEND

- * Round 1
- Precinct 1
- Precinct 2
- Precinct 3
- Precinct 4
- County Parks
- Roads



Project Status

Funded

- Eastside Park Acquisition
- Purgatory Creek Trail Improvements
- Plum Creek Trail Improvements
- Kyle Sportsplex
- * Buda Eastside Regional Park
- Sentinel Peak Preserve & Park
- Purgatory Creek Nature Preserve
- Gregg-Clark Improvements
- Presa Grande
- Parks Project – City of Woodcreek
- * Garison Park
- Dripping Springs Regional Skate Park
- * Onion Creek Trail
- * Garison Parkland Expansion
- Patriots' Hall
- * Garlic Creek Trail

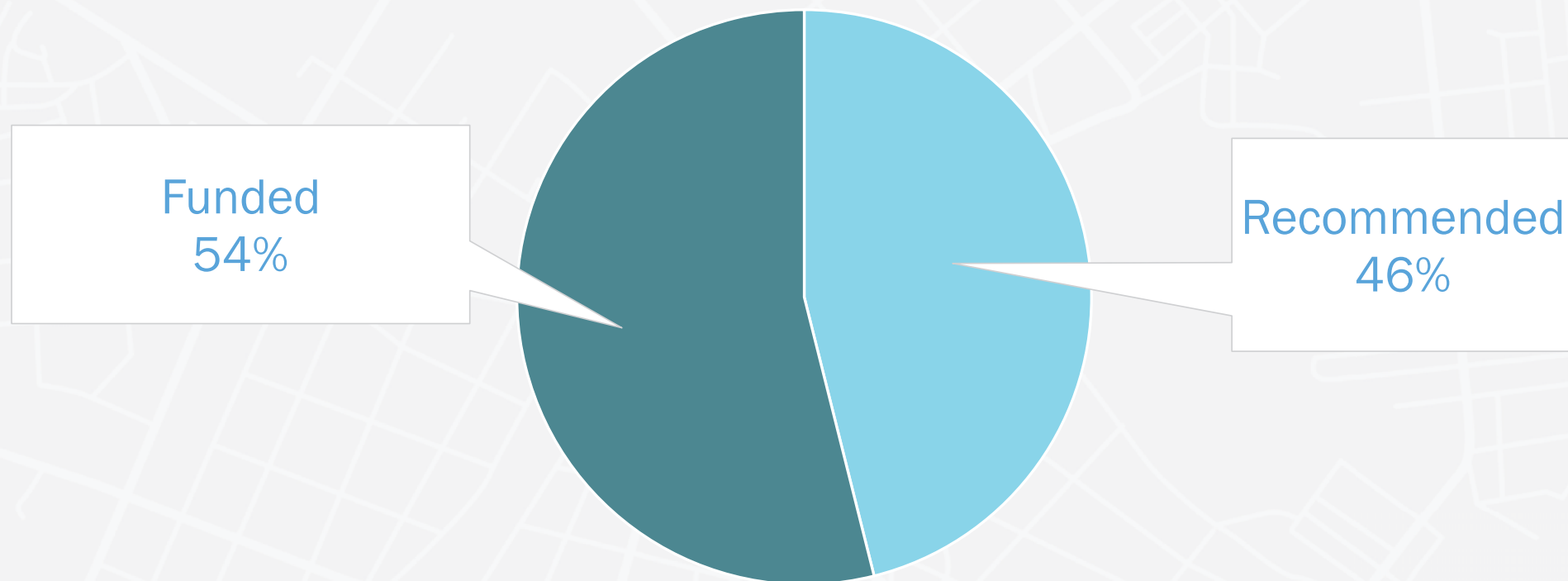
Recommended with Progress

- Cape's Park Pond
- Indigenous Cultures Center
- NHO Youth Sportsplex
- Coleman's Canyon Preserve
- SMRF Recharge Lands
- Dry Cypress Creek Trail
- Starnes Ranch
- John Knox Ranch
- Old Glory
- Blanco Bend Ranch
- WYSA Expansion
- Rathgeber Natural Resources Park
- Old Fitzhugh Road Multi-Use Trail
- Dripping Springs Town Center

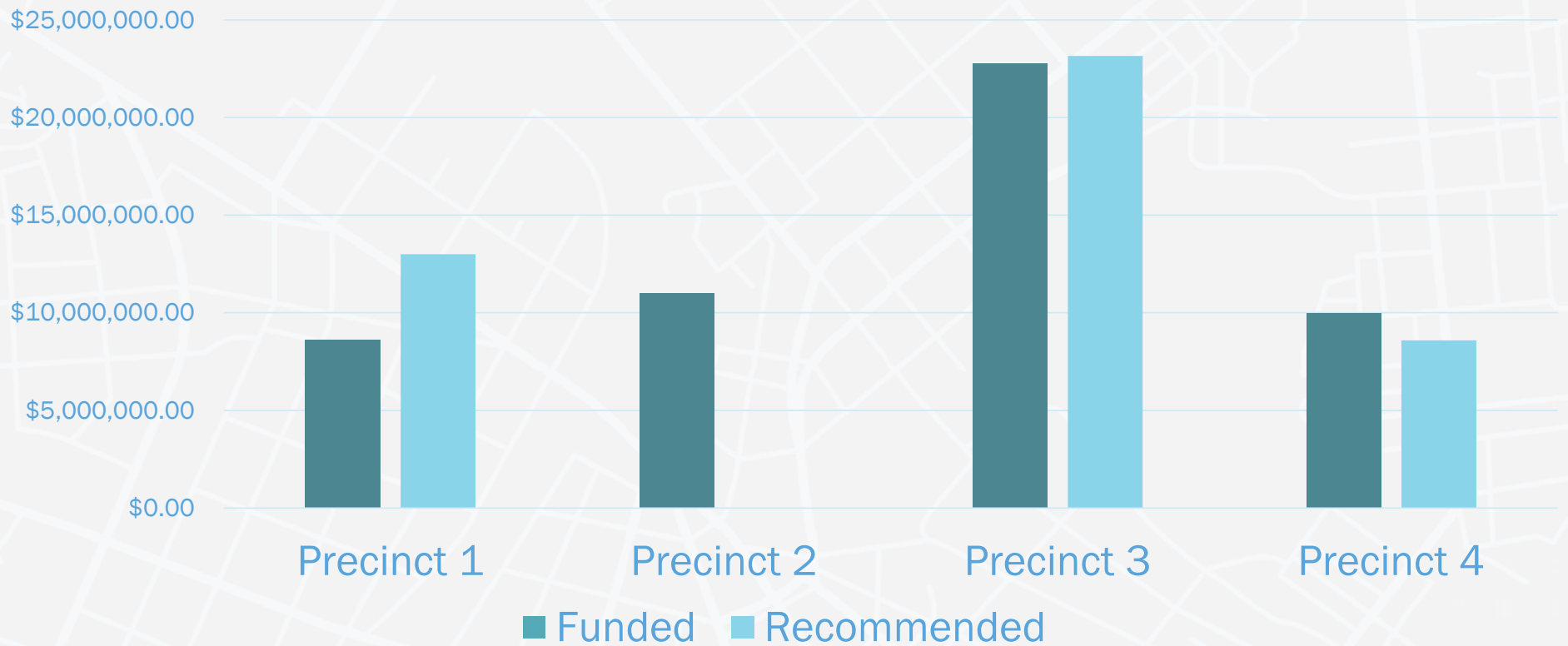
Recommended

- Lakeside Trail Restoration
- SMCISD Walking Trail
- Gary Softball Complex Renovations
- SMCISD Public Park
- Cypress Creek de Cordova Trail
- Roy Creek Canyon Preserve
- Blue Hole Nature Center
- Violet Crown Trail
- Mt. Edith Land Acquisition

Funded Recommended vs Recommended Projects



Funded Recommended vs Recommended Projects



HAYS COUNTY
PARKS BOND

As projects become Funded, they will be
added to the website at
www.haysparksbond.com
and the progress will be updated regularly.

HAYS COUNTY
PARKS BOND

QUESTIONS ?



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Villarreal-Alonzo

Sponsor:

Judge Becerra

Agenda Item

Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Hays County Auditor's Office and the Award of Financial Reporting Achievement to the Hays County Auditor Marisol Villarreal-Alonzo from the Government Finance Officers Association (GFOA). **BECERRA/VILLARREAL-ALONZO**

Summary

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (ACFR Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report. This Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Attachments

Certificate of Achievement

Award of Financial Reporting MVA



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Hays County
Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Marisol Villarreal-Alonzo

Auditor

Hays County, Texas



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrell

Date: 2/16/2023



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve specifications for RFP 2023-P05 Jail Food Services and authorize Purchasing to advertise and solicit for proposals. **INGALSBE/CUTLER**

Summary

Hays County Sheriff's Department is issuing this Request for Proposal (RFP) to select a vendor to provide the services for the labor, equipment, supplies, chemicals, and foodstuffs to provide full food services for offenders, detainees and County Jail Employees for the Hays County Jail.

Attachments

RFP 2023-P05 Solicitation
Attachment A - Pricing Sheet



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2023-P05
Jail Food Services

Date Issued: March 2, 2023

SOLICITATION

Respondents 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 March 23, 2023.

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

For information please email:
purchasing@co.hays.tx.us

Questions concerning this RFP must be
received in writing no later than 5:00
on March 15, 2023

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:
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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Attachment A: RFP 2023-P03 Pricing Sheet	

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. Vendor Reference Form
- ____ 3. Proposal & Attachment A: Cost Proposal

Required Forms by Hays County:

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

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

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

OR

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

II. Summary

- 1. Type of Solicitation:** Request for Proposals
- 2. Solicitation Number:** RFP 2023-P05
Jail Food Services
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) original and one (1) digital copy on a thumb drive
Electronic Bid Packets can be submitted through BidNet Direct and one (1) Hard Copy delivered to Hays County Purchasing within 24 of deadline
- 5. Pre-Proposal Meeting** **RECOMENDED: March 9, 2023 @ 1:30 PM (CST)**
1307 Uhland Road, San Marcos, TX
- 6. Deadline for Responses:** In issuing office no later than:
Thursday, March 23, 2023 @ 11:00 AM (CST)
- 7. Initial Contract Term:** May 1, 2023 – April 30, 2027
- 8. Optional Contract Terms:** Two (2), two (2) year renewal options
- 9. Bond Requirements:** Bid Bond: 5% of the annual contract amount based on proposal
Performance Bond: 15% of annual contract amount
- 10. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 11. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than March 15, 2023 @ 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 on CivicPlus 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 RFP, 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.

12. Addenda

Any interpretations, corrections, or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

13. Contact with County Staff:

Upon issuance of this solicitation, employees, and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent 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

March 2, 2023	Issuance of RFP
March 9, 2023	Pre-Proposal Conference (1:30 PM CT) 1307 Uhland Rd., San Marcos
March 15, 2023	Deadline for Submission of Questions (5:00 PM CT)
March 23, 2023	Deadline for Submission of Bids (11:00 AM CT) Late bids will not be accepted.
June 2023	Anticipated contract award date

III. Specifications

A. Introduction

Hays County Sheriff's Department is issuing this Request for Proposal (RFP) to select a vendor to provide the services for the labor, equipment, supplies, chemicals, and foodstuffs to provide full food services for offenders, detainees and County Jail Employees for the Hays County Jail. following services:

- Deliver high quality food service that can be audited against established nutritional and health standards.
- Operate the food service program – using correction experienced and professionally trained personnel, who are by State Jail Standards approved.
- Operate the food service program in a cost-effective manner with full reporting to the Hays County Sheriff's Office.
- Implement a written food service plan with clear objectives, policies, procedures, and periodic evaluation of compliance.
- Maintain an open collaborative relationship with the administration and staff of the Hays County Sheriff's Office and other County Offices.
- Maintain standards established by the Hays County Sheriff's Office, State and Federal Laws, and State and Federal Correctional Food Service Standards.
- Offer a productive comprehensive program for continuing education for the staff and inmates.
- Operate and manage the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards as outlined by the Texas Commission on Jail Standards, Chapter 281 "Food Service".

The Hays County Jail has a 603-bed capacity and is located at 1307 Uhland Road, San Marcos, TX 78666. The facility (the "Hays County Jail") houses both male and female adult inmates and some sentenced inmates, generally having sentences of less than 6 months. The proposal should be based on the current average daily population of 376 with a range of 543 for the next year. Generally, at maximum compacity approximately 10% of the total inmate population in the Jail is reserved from short term peaks in the population and specialty cells.

This RFP provides the requirements for all vendors of said services who wish to be considered for said Contract. Proposals received in response to the RFP will be evaluated in accordance with the criteria set forth in this RFP and will be awarded in conformance with a fair and open process.

B. Scope of Work

The successful Vendor will be required to provide the following services as part of the food service program: All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property, and packages.

- The Vendor will provide all food, supplies, and equipment as outlined in the proposal and will be responsible for the storage of all food and related stores in the dry storage room, walk-in coolers, and walk-in freezers provided by the County and located within the Jail.
- The Vendor will assure the proper handling, storage, and temperature of food products delivered to the facility.
- The Vendor will provide all meal preparation using currently owned County food trays, utensils, and appliances, but will be required to replace such items as needed.

- The Vendor will be responsible to replace any items that are disposed of or destroyed due to normal wear and tear, at no expense to the County. These items include, but are not limited to food trays, utensils, sporks, service ware, pots, pans, trays, and food carts.
- The Vendor will be responsible to replace and/or repair equipment damaged by the Vendor or Inmate Worker as a result of negligence or inattentive supervision, at no expense to the County.
- The Vendor will not be held responsible to replace/repair items damaged by willful acts of misconduct perpetrated by Inmate Workers. The County and/or Inmate responsible for such damage will incur all associated replacement/repair costs for willful acts of misconduct.
- The Vendor will be responsible for all labor-related costs (except those associated with county employees and or Inmate Workers).
- The Vendor will be responsible for other related expenses, such as laundry and uniforms for Vendor employees.
- The Vendor will be responsible for general liability, property insurance, licenses, bond premiums, office supplies, postage, taxes, and expenses for Vendor employee physicals.
- The Vendor will be responsible for additional costs incurred by the County due to the Vendor's failure to comply with any permits, laws, rules, or regulations.
- In addition, the Vendor will be responsible for inside deliveries of products to the proper designated storage area within the facility. Any and all equipment, materials, supplies, products, etc. purchased by the Vendor must be approved by the Sheriff/designee prior to use.

1. Food Requirements:

- a. The Vendor will provide three (3) meals per day, seven (7) days per week, three hundred sixty-five (365) days a year.
- b. Meat Portions:
 - All meat portions will be no less than 4 oz and no more than 6 oz cooked weight.
 - Beef Graded USDA good will be used for pot roast or stews. Otherwise, only first quality foods, such as Grade A eggs, Grade A or B poultry, U. S. Choice Grades of Beef, Grade A or B fancy fresh or frozen vegetables and fruits, and Grade A or B canned goods will be used.
 - No pork products or pork derivatives including gelatin, will be used. At the request of the Sheriff/designee, the Vendor will provide a manufacturer's statement of ingredients for the requested items.
 - Ground beef and ground beef patties will be provided with a minimum lean-to fat ratio of 80/20. Ground beef will not contain any: gland meat, bull meat, stag meat, or head meat. Only USDA inspected meat will be used. During grinding, meat should remain below 40F, but not less than 30F. Meat should be double ground. Soy or other extenders are acceptable up to 6%.
- c. Sack lunches of comparable nutritional value will be required for inmates who are being transported for various reasons. i.e., 2 sandwiches with meat and cheese, mustard, cookies, fruit, etc. The Vendor needs to specify what the sack lunch would include. Sack meals shall meet the minimum caloric allowances for the portion of the daily meal consumed as a sack lunch.
- d. All food and beverage products used in the performance of this Agreement must be served prior to the expiration date, when so dated.

- e. Food shall be served three times in any 24-hour period. No more than 14 hours shall pass between meals without supplemental food being served. A meal schedule will be mutually agreed upon between the Vendor and Sheriff's Office personnel.
 - f. Vendor shall provide Medical Snacks
 - g. Emergency/Contingency Plan: The Vendor will maintain an emergency plan to provide food service in case of emergency situations, including but not limited to, equipment failure, disruption of standard food supply shipments, health or safety lockdowns, strikes by the Vendor's employees, natural disasters, riots, fire, power failure or kitchen shut down. This plan will provide for the uninterrupted provisions of food service during the emergency period. In the event of an emergency, cold meals that meet all nutritional requirements will be served on paper products.
 - The awarded Vendor must be prepared to store enough supplies to provide meals for not less than five (5) days of three (3) complete meals per day at regular times, in case of emergency for both inmates and staff in case of natural or manmade disasters for both inmates and staff.
 - All meals will continue to meet the health and dietary requirements outlined in this Agreement.
2. Vendor will detail their recommendations for institution of an officer's dining room program with separate menu options than that is served during regular food service options. Additional options will be at the employee's cost.
 3. Except in emergency situations, meals shall be served in accordance with a written menu approved and reviewed annually for compliance with nationally recognized allowances for basic nutrition including nutritional requirements of known pregnant inmates. This approval and review shall be documented and should be performed by a licensed or provisional licensed dietitian.
 4. The Vendor must provide with their Proposal package a four-week menu, complete with nutritional analysis. No Proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion sizes of each menu item. Additional costs for sack meals and beverages snacks are to be included in Vendor's per-meal price submittal. The awarded Vendor may not charge separately for providing special meals, sack meals, beverages, or snacks.
 5. The Vendor shall warrant that care shall be taken that hot foods are served reasonably warm and that cold foods are served reasonably cold. All meals will be served at appropriate temperatures and in a manner that makes them palatable (140 hot, 45 cold) and visibly pleasing with condiments (dressing, sugar, salt, pepper, ketchup, or mustard where indicated).
 6. The Vendor will provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. The Vendor will submit with their Proposal a sample of their corrections diet handbook or a schedule of the four-week menu they propose to serve inmates on restricted diets. No pork or pork by-products shall be served to ensure that the majority of religious needs are complied with automatically. Other religious diets may be required if approved by the Hays County Sheriff's Chaplain's Office and Jail Administration.

7. The Vendor will include in the Proposal their policies for serving special meals (spirit lifters) on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of five (5) spirit lifter meals will be provided annually, to be scheduled at the discretion of the Sheriff's Office.
8. The Vendor agrees to provide catered meals for special events as designated by the Sheriff's Office with not less the seventy-two (72) hours' notice. The cost per meal shall be mutually agreed upon and Hays County has the right to obtain services from the lowest price vendor.
9. The Vendor shall:
 - a. Secure and pay all federal, state, and local licenses, permits, taxes, and fees required for the operation of the food services provided here under. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided here under are to be subject to a sales or similar tax which has not been collected by the Vendor, the County agrees to pay such tax.
 - b. Provide all consumable supplies and food products, which are required for food and beverage service operation for inmates and county employees assigned to work at the Hays County Jail. These supplies and food products shall remain the property of the vendor. The Vendor shall provide cleaning and maintenance supplies.
 - c. All cleaning products, equipment, and supplies necessary to ensure sanitation and cleanliness of the kitchen area, storerooms, breakroom, coolers/freezers, and equipment. Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The Vendor will collect and dispose of all rubbish, garbage, litter, or other waste in accordance with jail policy.
 - d. The Vendor will establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances and chemicals. This includes MSDS regulations.
 - e. The Vendor will successfully pass all required health and sanitation inspections whether by County, State, or Federal officials. Any costs incurred by the County due to Vendor's failure to pass any required health and sanitation inspections will be the responsibility of the Vendor.
 - f. The Vendor agrees to submit to inspections by the Sheriff/designee and by County Health Department, State Health Department or other similar County, State, or Federal agencies upon the request of the Sheriff/designee.
 - g. All protective garments for Vendor employees and inmate food service workers including but not limited to, caps, hairnets, aprons, plastic gloves. All trash can liners for cans located in the kitchen area.
 - h. Return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the Vendor without negligence on the part of the Vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County will replace equipment,

which in the opinion of the County has exceeded its useful life, after consultation with the Vendor. The vendor will also provide access to its vendor purchasing network for kitchen equipment.

- i. Access and Records - The Vendor shall keep full and accurate records of sales and meal count records in connection with food services. A copy of said records should be supplied to the Sheriff or designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours.
 - The Department and the Food Service Provider shall, within 30 days of execution of an agreement, formulate a monthly report form, which will establish the basis for the quarterly review sessions.
 - Statistical Data – The Vendor shall describe its management information system. The Vendor shall be required to keep statistical data related to the inmate food service program which shall include utilization of service statistics and other areas that the Vendor and County agree would be useful to evaluate the food service program and anticipate future needs.
 - The Vendor agrees that if any litigation, claim or audit involving these records begins before the above period expires, and the Vendor will keep the records and documents for not less than six (6) years and ninety (90) days and/or until litigation claims or findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written Agreement is entered into.
- j. Communication Services – The Vendor shall be responsible for all additional telephone, fax lines and photocopying fees and/or machines relating to its ability to perform services under this agreement. The County will provide telephone and internet service within the facilities for communication.
- k. Facility inspection shall be made by the County when deemed necessary, with or without advance notice to the Vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of the Hays County Sheriff's Office.
 - Inspection of kitchen facility by County and State Health Agencies must achieve satisfactory ratings. This includes, but not limited to, the cleanliness of the kitchen.
- l. The Vendor will not dispose of grease in drains. Grease will be disposed of in accordance with local health codes and the collection and removal of grease will be accomplished by an independent hauler, at the Vendor's expense.
- m. The Hays County Sheriff's Office and the Food Service Provider shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Department and the Food Service Provider personnel.

10. Staff requirement:

- a. The Vendor's staff shall administer the food service program at the Hays County Jail. The staff shall be on-site each week at the Hays County Jail. The staff shall not be reassigned to assist with problems associated with any other contracts without the prior approval of the Hays County Jail Administrator. The Food Service Manager shall be responsible for overseeing the maintenance of food service records, scheduling of off-site appointments, ordering of food, supplies, and equipment.

- b. The Vendor will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal package including number of inmates requested per shift. Such personnel shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning. The Vendor agrees to train and supervise such personnel, subject to the overall control of the County.
- c. Compliance with State and Federal Statutes: All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, Jail directives, ACA standards, NCCHC standards, Texas Jail Standards, and policies and procedures of the Jail.
- d. Security: Six (6) weeks prior to the commencement of work, the Vendor will supply a completed Hays County Sheriff's Office background investigation packet for all employees and subcontractors assigned to work at the Hays County Jail. Background investigations will be performed by Hays County Sheriff's Office Investigators for the purpose of obtaining security clearance for entrance into the Hays County Jail. The Vendor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be reported to the County.
- e. The Vendor will submit a staffing plan that is designed to meet the needs of the operation. The staffing plan should consider the current scope of the comprehensive food service operations as well as any additional needs of the operation.
 - Proposed Staffing: The Vendor's proposal must include the number of staff that is proposed to be on site during each meal service and clean up period including the specific professional rank of each. Variances for weekends or holidays should also be noted. The vendor will submit a staffing plan to include current Hays County Food Service employees.
 - Currently, Hays County has 5 civilian food service positions, 1 kitchen assistant manager and 1 Institutional Food Service Director.
 - The awarded vendor agrees to utilize current Hays County Civilian Food Service Staff. The current staff will continue to maintain their Hays County Career Service employment status. The vendor may offer the Hays County employees positions with the vendor company if desired.
 - All current Hays County food service workers/Supervisors will maintain positions until they separate from the County, e.g., retirement, resignations, etc. the Awarded Vendor will then fill the vacated positions utilizing their own employees. Hays County will inform the Awarded Vendor as soon as it is known that a Hays County food service employee is separating from the County to give the Awarded Vendor as much time as possible to fill this position. Hays County recognizes that pricing adjustments to the price per meal will be necessary when a new position is added by the vendor. The vendor and Hays County will agree upon the formula to adjust this pricing and this formula will be part of the Food Service Agreement between Hays County and the vendor.
 - A full-time contractual staff complement shall be on-site for a least 32 hours per week.
- f. The Vendor will maintain trained staff, which shall be on duty seven days per week, 52 weeks per year, during meal prep, service and clean up times. The Vendor will provide

efficient operations, expert administration, dietetic service, purchasing, accounting, supervision service, technical assistance, and planning to fulfill all aspects of this Agreement.

- g. Staff Management & Supervision: Hays County desires the Awarded Vendor to assume management and supervision of all Food Service activities. The vendor will have the option to consider the current Institutional Food Service Director for a position with the vendor, should they choose to apply and be considered.
- Daily supervision of retained Hays County food service staff will be accomplished by the vendor. Required annual evaluations of Hays County food service employees will be accomplished by Hays County leadership with input from vendor supervision and management. Any discipline, if necessary, of Hays County food service employees will be handled by Hays County leadership in accordance with established policies, rules, etc.
 - Recruitment: The Vendor shall recruit and interview candidates. Priority should be given to qualified candidates that reside locally. The Vendor shall interview each candidate with a special focus on technical expertise, emotional stability, and motivation. The Jail Administrator or designee shall be consulted when determining any final selection of the Food Service Manager candidates. Current qualified employees are to be given priority in any hiring process by the Vendor. In this regard, those current employees who wish to be considered for employment with the Vendor are to be interviewed and considered for employment prior to the public posting or advertising for personnel to fill the open positions. The Vendor should address the retention of current staff in its response.
 - Credentialing: The Vendor shall specify its credentialing procedures for professional staff employed at the facility.
 - Employment Processing: All personnel shall be required by the Sheriff's Office to pass a criminal record review conducted by the County for initial and/or continued employment. Additionally, all personnel performing on-site services are required to undergo a pre-employment drug screening the cost of which is paid by the Vendor. All candidates successfully cleared through this process may be considered eligible for hire. In addition, the Vendor will detail in its proposal the hiring process to be utilized and a method to provide information regarding the individual's previous work history and credentials required to fulfill the duties of the position to be filled.
 - Employee Training and Orientation: The Vendor shall describe the orientation program for its staff. The Vendor shall be responsible for ensuring that all new food service personnel are provided with orientation and appropriate training regarding food service practices on-site at the Jail. An outline of the orientation and in-service program shall be submitted with the proposal. Orientation regarding other Jail operations shall be the responsibility of the Sheriff/designee.
 - The Vendor shall notify and consult with the Jail Administrator prior to discharging, removing, or failing to renew the contract of a professional staff member.
 - Rejection of Contractor's Personnel: The Hays County Sheriff's Office shall have the right to reject for use or service the employment by the Vendor of any person or firm. The Sheriff/designee reserves the right to remove from the site any person or firm employed or engaged by the Vendor when the Sheriff deems it to be in its best interest of the successful implementation of its correctional food service program.

The privilege of entering and/or remaining on the premises of any secured facility under the jurisdiction of the Sheriff may be revoked at any time.

- In this event, the Vendor shall provide alternate personnel to supply services, described herein, subject to the Hays County approval. Hays County shall provide security for the Vendor's employees and agents consistent with security provided to other Jail employees and/or visitors. \ Staff Security Orientation: The Vendor's new employees are required to attend an orientation program conducted by Hays County. The Vendor shall be responsible for the employee compensation during this training.
 - Employees assigned to duty at the jail shall submit to periodic health examination at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the County, upon request.
- h. Work Schedules: All hours shall be spent on-site at the Jail, except as otherwise expressly agreed to by the Jail Facility Administrator and the Vendor. Jail staffing work schedules may be modified upon the parties' mutual agreement and written consent.
- All staff (employees, contractual and those employed by the Vendor) shall be required to comply with sign-in and sign-out procedures on a mutually agreed upon time- keeping form. The Vendor shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of the Hays County.
 - Employee Absences & Shortages: The Vendor shall specify how they intend to cover periods of absences caused by vacations, holidays, sick leave, or any other absence.
 - The Vendor must advise the Hays County Jail Administrator of any staffing shortages that cannot be filled with a replacement.
- i. Facility Security: The Vendor and its personnel shall be subject to and shall comply with all security regulations and procedures of the County and Hays County Jail. Violations of regulations may result in the employee being denied access to the Jail.
- j. Non-Compete Agreements: The Vendor is prohibited from entering into covenants with "Not to Compete" or "Non-Competition" clauses with either employees or independent Vendors, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent Vendor or employee from competing, directly or indirectly, in any way with the Vendor. For the purpose of this paragraph, the term "competing directly or indirectly in any way with the Vendor" shall mean the entering into or attempting to enter into any similar business with that carried on by the Vendor with any individual, partnership, corporation, or association that was or is the same or related business as the Vendor.
- k. Vendor shall include a synopsis of their benefit programs as an appendix to this proposal. The Vendor should describe its vacation, sick time, and leave policy and information regarding medical insurance coverage.

11. Daily processing of complaints:

- a. The Vendor will make note of any and all complaints and report them immediately to the Jail Administrator or designee. The Jail Administrator or designee will determine if they are to be initially investigated by the County or the Vendor. Should the jail staff determine the

initial investigation is to be handled by Vendor; the Vendor will follow their policies as outlined in the Vendor's proposal.

- b. All complaints will be responded to in writing within 24 hours of its receipt. Hays County reserves the right to review inmate grievances and the Vendor's actions. The Vendor must implement the Hays County's recommendations in disputed cases.
- c. The Vendor's Food Service Manager will act upon all complaints.

12. Billing and Payment:

The Vendor shall submit to the County on the first day of each week, covering the preceding week an invoice for meals ordered or served whichever is greater. The price per meal charged to the County shall be described in the Proposal and shall be guaranteed for meals for one (1) year.

Along with the Invoices, the Vendor shall prepare and forward weekly certified statements to the Sheriff's Office for the Jail. The statements will reflect the preceding weeks food services, detailing the exact number of meals served on a daily basis as follows:

- a. Actual number of Adult Inmate Meals
- b. Actual number of Staff Member Meals
- c. Actual number of Trustee Meals (double meat portions)
- d. Actual number of Medical Snacks
- e. Actual number of Regular Sack Meals
- f. Actual number of Specialty Meals (medical or religious meals)

Payment will be made within thirty (30) days after receipt of a proper invoice by the Accounts Payable Office, 712 S. Stagecoach Trail, Ste. 1071, San Marcos, TX 78666; the Sheriff has approved the billing and the Commissioners' Court has given approval for payment at the regular scheduled Commissioners' Court meeting each week/month. This is in accordance with the provisions of Texas Government Code, Chapter 2251 for the County.

13. Transition Plan

A proposed Transition Plan shall be submitted with the proposal that details how the awarded Vendor plans to minimize disturbance of services during a transition period assuming April 25, 2023, award of contract with an effective start date of June 1, 2023. The Transition Plan should be detailed and specific.

14. Responsibilities of the County

The County agrees to make available for the Vendor's use its kitchen facilities and the following goods and services, except as provided in the Schedule of Services.

- a. Use of its kitchen equipment, kitchen appliances, utensils, pots, and pans.
- b. Maintenance and use of electricity, gas, water, sewer, and garbage removal.
- c. Pest control for all areas assigned to the Vendor.
- d. Repair and maintenance of food preparation equipment belonging to the County.
- e. Maintenance and repair of the building structure in areas assigned to the Vendor.
- f. Adequate security of all food service areas at all times during food service operations.
- g. Clean uniforms to inmate help.
- h. Responsible for proper removal of trash and garbage within a reasonable amount of time. Provide dumpsters and will be responsible for having them emptied.

C. Qualifications

Hays County is seeking to contract with a competent provider of Food Services Program, specifically, it is seeking those vendors with the following qualifications:

- The Vendor be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional feeding experience with proven effectiveness in administering large scale corrections for service programs, three (3) of which must be in the State of Texas
- The Vendor has a qualified and trained staff with sufficient back-up personnel.
- The Vendor has the central office capability within the State of Texas, to supervise and monitor the program ensuring satisfactory provision of service.
- The Vendor submits an audited financial report for each of the past three (3) years.
- References: The Vendor shall provide a minimum of five (5) references that have performed similar scope services (size and complexity) specified herein, that will qualify the Service Provider to perform the services outlined in the bid document.
- Demonstrated experience in successfully working with government agencies and counties in Texas of a similar size and scope as Hays County.

D. Proposal Packet

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Sheet size is limited to 8½" x 11" sheets only, using 12-point font and shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including:

- a. Letter of Transmittal: including name & address of Vendor; name, title & telephone number of contact person for the Vendor; statement that the proposal is in response to this solicitation; and the signature, typed name and title of the individual who is authorized to commit the Contract to the proposal.
- b. Table of Contents
- c. Appendix materials (resumes, and Hays County forms)
- d. Front and rear covers

Items that are included in the twenty (20) page count:

- a. Staffing Plan
- b. Organizational Chart: it is permissible to use an 11"x17" sheet (one-side) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. Employee names, email addresses and contract responsibility should be identified.
- c. **Technical Proposal: (MUST address each item listed below)**

Introduction

Company profile -

- Date organized to provide food service management in institutional and correctional facilities.
- Corporate background and depth of support - number of employees and number of years doing business.
- Background of Top Management – describe Education and Experience.
- Describe current contracts with other correctional food service facilities - client, date of original contract, and type and size and contact person and telephone number.

- Listings of names, titles addresses and telephone numbers of clients of institutions who terminated a contract.
- Facilities currently accredited by State or Federal Accreditation Board - name of facility, accrediting agency (list all).

Company achievements in providing correctional food service management.

- Corporate office organizational structure.
- References, with addresses and phone numbers.

Operational Requirements

- Proposed Menus for inmates and staff
- Procedures for meal delivery to the inmates and staff.
- Quality and inventory control methods and standards.
- Procedures for providing safe, sanitary, and secure food service management including supervision and control of inmate labor and internal security of products and equipment available to inmates.
- Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.
- The Vendor will utilize facility administrative/disciplinary procedures for any inmate removed from the kitchen.
- The Sheriff/designee will be responsible for security and will be entitled to remove any or all inmates at any time from the kitchen or food service assignment.
- Specifications that will be adhered to for all food products.
- Any additional equipment necessary for efficient food service operation.
- All Proposals must meet or exceed existing grades and quality of food service being provided in the jail.
- Procedures for weekly billing and weekly inventory of food supplies.
- Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
- Transition Plan
- Insurance - Vendor shall provide types of insurance and limits and provisions as contained in these specifications.
- Policies and procedures - The Proposal shall indicate the method the Vendor will follow in establishing and revising food service policies and procedures.
- Accreditation - The Proposal shall address the Vendor's plan to secure and/or maintain any food service accreditation for delivery of food service to the Hays County Sheriff's Office.
- Identify any civil litigation that you have been a party to in the last 5 years where they opposing party was a governmental entity or detention facility operator for which you were providing or had provided detention food services, including the court and the style of the case. This includes any predecessor entity when key personnel from that entity are involved in the current company.
- Identify any criminal proceedings against your company during the last 10 years relating to the provision of detention food services. This includes any predecessor entity when key personnel from that entity are involved in the current company.

- Financial Stability: Provide a copy of your company's last three (3) years audited financial statements. If marked confidential then please submit as a separate document and not within the proposal.

E. Pricing

The respondent must provide the cost of services by completing the mandatory pricing sheet included as Attachment A: RFP 2023-P05. Optional features, products and services shall be priced individually.

All prices given must be firm for the full twelve-month period of the contract. The contract price for all food service must include all ancillary cost associated with the food preparation costs. Unit prices for the subsequent years and each subsequent annual renewal options, if any, may be requested and will be re-determined each twelve months. Unit prices per meal may increase but shall remain firm for the entire re-determination period.

The price re-determination will be based upon the Consumer Price Index and copies of the CPI must be included with the request for increases in prices. Each re-determination of prices shall be established through issuance of a modification to this contract, signed by the Contractor and the County stating re-determined prices that will apply during the re-determination period.

F. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the proposal electronically to BidNet Direct:

- Mailed or Dropped off Proposals: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
 - One (1) original proposal with required forms manually signed by Respondent with original signatures
 - One (1) digital copy of the full proposal with all required forms on a thumb drive
- Electronic Proposals: One of the items below MUST be received by the due date & time
 - Upload proposal with required forms manually signed by Respondent
 - Purchasing Department MUST also receive a hard copy of the proposal within 24 hours of proposal deadline

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered, or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

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.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Hays County requires respondent to supply a list of at least five (5) 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.

G. Evaluation Criteria

Proposals will be evaluated by Hays County staff. Proposals will be ranked according to the criteria outlined below, **Maximum point = 100**. The County reserves the right to conduct interviews after the first round of evaluations if deemed necessary, **Ranking**.

Vendor's Qualifications & Experience

30 points

- Financial Ability
- Demonstrated prior experience in providing similar services
- Demonstrated qualifications and capability
- Reputation of Vendor and key personnel
- Civil or criminal litigation involving Vendor or key personnel relating to provision of detention food service.

Vendor's Total Proposed Price

30 Points

- Price inclusive of all provisions of specifications
- Proposed cost efficiencies

Capacity to Perform

25 Points

- Meets all minimum requirements of RFP
- Satisfactorily addresses all requested information
- Quality control
- Procedures to assure legal compliance

Vendor's Proposed Menus

15 Points

- Proposed portion sizes
- Menu Content
- Religious and dietary needs
- Spirit Lifters

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.

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

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent on the basis competence and qualifications

H. Award of Contract

Upon review by the Evaluating Committee, recommendation will be made to the Hays County Commissioners Court to negotiate a contract with the highest scoring respondent.

The County reserves the right to accept in part or in whole any proposals submitted and waive any technicalities for the best interest of the County.

THE CONTRACT AWARD shall be based on but not necessarily limited to, the following factors:

- Vendor's qualifications & competency
- 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

Respondent agrees, if the proposal it 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, if any. The period for acceptance of the responses will be ninety (90) calendar days.

If the proposal 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.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful respondent 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 respondent, in terms of specifications, shall be basis for the termination of the contract by the property owner. The property owner shall not pay for services that are unsatisfactory.

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 proposal. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFP and negotiated cost proposal.
- d. "Vendor" 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-vendor" means a person or firm doing business with a Vendor.

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 Vendor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Vendor 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 Vendor 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 Vendor 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 vendor is delinquent in payment of County property taxes at the time of invoicing, Vendor 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. Vendors and sub-vendors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the vendor or sub-vendor receives payment. Vendors 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. Vendor 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. Vendor 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. Vendor 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 Vendor 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 Vendor. It is acknowledged by Vendor 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. Vendor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Vendor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Vendor represents that he has thoroughly examined the drawings, specifications, schedule, instructions, and all other contract documents. Vendor 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 Vendor's delivery time includes weekends and holidays.
- c. Vendor 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. Vendor 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. Vendor 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 Vendor 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. Vendor 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. Vendor 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 Vendor's expense.

14. SUBCONTRACTS:

- a. Vendor 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 VENDOR 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, Vendor must make a "good faith" effort to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be sub-vendors under this Contract. Vendor must obtain County approval of all proposed HUB sub-vendors through the Purchasing Manager. Failure by Vendor to make a good faith effort to employ HUBs as sub-vendors 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. Vendor 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 Vendor 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 Vendor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Vendor 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 Vendor's satisfaction, Vendor 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. Vendor 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 Vendor 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 Vendor 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 vendor. At a minimum, Vendor 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 Vendor 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 Vendor 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:** Vendor 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 Vendor or any agent or representative of the Vendor, 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 Vendor at least three times the cost incurred by Vendor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Vendor 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 Vendor 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:** Vendor 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, office 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 Vendor 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. VENDOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Vendor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Vendor, Vendor 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, Vendor shall furnish to County copies of all pertinent papers received by Vendor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred vendors. 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. VENDOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Vendor 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 Vendor under this Contract. It is the expressed intention of the Parties to this Contract, both Vendor and County, that the indemnity provided for in this paragraph is indemnity by Vendor to indemnify and protect County from the consequences of Vendor'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. Vendor 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. Vendor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Vendor 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 Vendor.
- d. Despite anything to the contrary in this Contract, if the Vendor is delinquent in payment of property taxes at the time of providing services, Vendor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Vendor 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. Vendor 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 Vendor.
 - 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 Vendor 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 Vendor'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 Vendor 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 vendor. If such changes do occur, it will be the responsibility of the vendor 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, vendor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Vendor 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)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00

Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00

Employers Liability:

Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00

Excess Liability:

Umbrella Form	Not Required
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Labor Liability:

Worker's Compensation	Meeting Statutory Requirements
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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: _____

REFERENCE FOUR

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE FIVE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above, please or have any questions please contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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 vendors. 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 sub-vendor under a contract to the prime vendor or higher tier sub-vendor 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, vendors, sub-vendors, 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 vendors, their sub-vendors, 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 vendors 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 vendor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or vendors 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 vendors. 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 vendors 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

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. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above ⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

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:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother, or grandparent	great-grandchild, niece, nephew, aunt, * uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt, * great uncle* or great-great-grandparent
* An aunt, uncle, great aunt, or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother, or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse, or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

XV. 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.

Attachment A
RFP 2023-P05 Jail Food Services
Bid Form

The proposal should be based on an average daily population of 376 of both male and female inmates, with a range of 543 for the next year, with a maximum capacity of 603. Approximately 20 trustees but fluctuates daily and will continue to do so throughout the life of the contract, and approximately 3 meals per day to staff. The average number of meals is provided only as a guideline.

All prices given must be firm for the full twelve-month period of the contract. The contract price for all food service must include all ancillary cost associated with the food preparation costs. Unit prices for the subsequent years and each subsequent annual renewal options, if any, may be requested and will be re-determined each twelve months. Unit prices per meal may increase but shall remain firm for the entire re-determination period.

The price re-determination will be based upon the Consumer Price Index and copies of the CPI must be included with the request for increases in prices. Each re-determination of prices shall be established through issuance of an amendment to this contract, signed by the Contractor and the County stating re-determined prices that will apply during the re-determination period.

Proposed price per meal for the categories set forth below:

- | | |
|--|----------|
| 1. Adult Inmate Meals: | \$ _____ |
| 2. Trustee Meals (double meat portions): | \$ _____ |
| 3. Staff Member Meals: | \$ _____ |
| 4. Specialty Meals (medical or religious): | \$ _____ |
| 5. Medical Snacks (crackers): | \$ _____ |
| 6. Regular Sack Meals: | \$ _____ |

By submission of this bid, the bidder certifies that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids, directly or indirectly to any other bidder or competitor; and
- C. No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

Company Name

Address

Authorized Signature

Date

Name (printed)

Title

E-Mail

Phone



AGENDA ITEM REQUEST FORM: **G. 5.**

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Chief Deputy Robert L. Eller

Sponsor:

Commissioner Cohen

Agenda Item

Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 3. **COHEN/ELLER**

Summary

In compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session 89.

Attachments

2022 Racial Profiling Report



MICHAEL TORRES
HAYS COUNTY CONSTABLE, PRECINCT TWO



February 9, 2023

TO: Hays County Commissioner's Court

FROM: Michael Torres, Constable, Pct. 2

SUBJECT: 2022 Racial Profiling Report

Attached you will find a copy of the Hays County Constable, Pct. 2 Racial Profiling Report that was filed with TCOLE as required. This report is being submitted to Commissioner's Court as required for your approval.

Hays County Constable, Pct. 2 has adopted a detailed written policy on racial profiling.

Should any of you have any questions regarding my report, please feel free to contact me.



P.O. BOX 728 * KYLE, TEXAS 78640
P.O. BOX 728 * KYLE, TEXAS 78640
E-MAIL ADDRESS michael.torres@co.hays.tx.us * Phone (512) 878-6690
E-MAIL ADDRESS michael.torres@co.hays.tx.us * Phone (512) 878-6690

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 2

Reporting Date: 02/09/2023

TCOLE Agency Number: 209102

Chief Administrator: MICHAEL TORRES

Agency Contact Information:

Phone: (512) 878-6690

Email: michael.torres@co.hays.tx.us

Mailing Address:

PO BOX 728

KYLE, TX 78640-0728

This Agency filed a full report

HAYS CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 2 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 2 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 2 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: ROBERT L. ELLER
Chief Deputy

Date: 02/09/2023

Total stops: 203

Street address or approximate location of the stop

City street	127
US highway	26
County road	45
State highway	4
Private property or other	1

Was race or ethnicity known prior to stop?

Yes	199
No	4

Race / Ethnicity

Alaska Native / American Indian	5
Asian / Pacific Islander	1
Black	13
White	106
Hispanic / Latino	78

Gender

Female	87
Alaska Native / American Indian	4
Asian / Pacific Islander	0
Black	5
White	44
Hispanic / Latino	34
Male	116
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	8
White	62
Hispanic / Latino	44

Reason for stop?

Violation of law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	1
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	187
Alaska Native / American Indian	5
Asian / Pacific Islander	1
Black	12
White	97
Hispanic / Latino	72
Vehicle traffic violation	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	9
Hispanic / Latino	5
Was a search conducted?	
Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
No	202
Alaska Native / American Indian	5
Asian / Pacific Islander	1
Black	13
White	105
Hispanic / Latino	78
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0			
Contraband	0			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
Probable	1			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	1			
Hispanic / Latino	0			
Inventory	0			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
Incident to arrest	0			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
Was Contraband discovered?				
Yes	1	Did the finding result in arrest?		
		(total should equal previous column)		
Alaska Native / American Indian	0	Yes 0	No 0	
Asian / Pacific Islander	0	Yes 0	No 0	
Black	0	Yes 0	No 0	
White	1	Yes 0	No 1	
Hispanic / Latino	0	Yes 0	No 0	
No	0			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			

Description of contraband

Drugs	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	195
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Alaska Native / American Indian	5
Asian / Pacific Islander	1
Black	13
White	100
Hispanic / Latino	76
Written warning	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	1
Citation	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	1
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	202
Alaska Native / American Indian	5
Asian / Pacific Islander	1
Black	13
White	105
Hispanic / Latino	78

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

HAYS CO. CONST. PCT. 2

01. Total Traffic Stops:

203

02. Location of Stop:

a. City Street	127	62.56%
b. US Highway	26	12.81%
c. County Road	45	22.17%
d. State Highway	4	1.97%
e. Private Property or Other	1	0.49%

03. Was Race known prior to Stop:

a. NO	4	1.97%
b. YES	199	98.03%

04. Race or Ethnicity:

a. Alaska/ Native American/ Indian	5	2.46%
b. Asian/ Pacific Islander	1	0.49%
c. Black	13	6.40%
d. White	106	52.22%
e. Hispanic/ Latino	78	38.42%

05. Gender:

a. Female	87	42.86%
i. Alaska/ Native American/ Indian	4	1.97%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	2.46%
iv. White	44	21.67%
v. Hispanic/ Latino	34	16.75%
b. Male	116	57.14%
i. Alaska/ Native American/ Indian	1	0.49%
ii. Asian/ Pacific Islander	1	0.49%
iii. Black	8	3.94%
iv. White	62	30.54%
v. Hispanic/ Latino	44	21.67%

06. Reason for Stop:

a. Violation of Law	1	0.49%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Moving Traffic Violation	187	92.12%
i. Alaska/ Native American/ Indian	5	2.67%
ii. Asian/ Pacific Islander	1	0.53%
iii. Black	12	6.42%
iv. White	97	51.87%
v. Hispanic/ Latino	72	38.50%
d. Vehicle Traffic Violation	15	7.39%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	6.67%
iv. White	9	60.00%
v. Hispanic/ Latino	5	33.33%
07. Was a Search Conducted:		
a. NO	202	99.51%
i. Alaska/ Native American/ Indian	5	2.48%
ii. Asian/ Pacific Islander	1	0.50%
iii. Black	13	6.44%
iv. White	105	51.98%
v. Hispanic/ Latino	78	38.61%
b. YES	1	0.49%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	1	0.49%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	1	0.49%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	0.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	1	100.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
v. Hispanic/ Latino	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	1	0.49%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	195	96.06%
i. Alaska/ Native American/ Indian	5	2.56%
ii. Asian/ Pacific Islander	1	0.51%
iii. Black	13	6.67%
iv. White	100	51.28%
v. Hispanic/ Latino	76	38.97%
b. Written Warning	4	1.97%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	75.00%
v. Hispanic/ Latino	1	25.00%
c. Citation	4	1.97%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	75.00%
v. Hispanic/ Latino	1	25.00%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest		0	0.00%
i. Alaska/ Native American/ Indian		0	
ii. Asian/ Pacific Islander		0	
iii. Black		0	
iv. White		0	
v. Hispanic/ Latino		0	
f. Arrest		0	0.00%
i. Alaska/ Native American/ Indian		0	
ii. Asian/ Pacific Islander		0	
iii. Black		0	
iv. White		0	
v. Hispanic/ Latino		0	
12. Arrest Based On:			
a. Violation of Penal Code		0	0.00%
i. Alaska/ Native American/ Indian		0	
ii. Asian/ Pacific Islander		0	
iii. Black		0	
iv. White		0	
v. Hispanic/ Latino		0	
b. Violation of Traffic Law		0	0.00%
i. Alaska/ Native American/ Indian		0	
ii. Asian/ Pacific Islander		0	
iii. Black		0	
iv. White		0	
v. Hispanic/ Latino		0	
c. Violation of City Ordinance		0	0.00%
i. Alaska/ Native American/ Indian		0	
ii. Asian/ Pacific Islander		0	
iii. Black		0	
iv. White		0	
v. Hispanic/ Latino		0	
d. Outstanding Warrant		0	0.00%
i. Alaska/ Native American/ Indian		0	
ii. Asian/ Pacific Islander		0	
iii. Black		0	
iv. White		0	
v. Hispanic/ Latino		0	

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	202	99.51%
i. Alaska/ Native American/ Indian	5	2.48%
ii. Asian/ Pacific Islander	1	0.50%
iii. Black	13	6.44%
iv. White	105	51.98%
v. Hispanic/ Latino	78	38.61%
b. YES	1	0.49%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 02/09/2023



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the submission of a grant renewal to the Department of State Health Services (DSHS) FY24 Regional Local Services System/Local Public Health Services (RLSS/LPHS) in the amount of \$102,926.00. **INGALSBE/T.CRUMLEY**

Summary

The Regional Local Services System/Local Public Health Services (RLSS/LPHS) program is a biannual award that provides a portion of salary and fringe costs for one Local Health Department employee. The award lasts for two years, with each year receiving \$51,463.00 in funding. There is no match required for this grant.

Contract Number HHS001026700001

Contract Period: 9/1/2023 - 8/31/2025

Attachments

FY24 RLSS Renewal Packet

FY24 RLSS Budget



Program Contact Information Form
Division for Regional and Local Health Operations
FY24/25 Local Public Health Services

Contract Term: September 1, 2023, through August 31, 2025

Legal Name of Applicant: Hays County Local Health Department

This form provides information about appropriate program contacts in the applicant's organization. If any of the contact information changes during the term of the contract, please send written notification to the Regional and Local Health Service and Compliance Branch, Mail Code 1990, P.O. Box 149347, Austin, TX 78714 or email to LocalPHTeam@dshs.texas.gov.

DIRECTOR:	
Contact: Tammy Crumley	Mailing Address (street, city, county, state and zip code):
Title: Director of Countywide Operations	712 S. Stagecoach Trail
Phone: 512 878-6673	Ste 1045
Fax: N/A	San Marcos, TX 78666
Email: tammy.crumley@co.hays.tx.us	
FINANCIAL MANAGER:	
Contact: Marisol Villarreal-Alonzo	Mailing Address (street, city, county, state and zip code):
Title: Hays County Auditor	712 S. Stagecoach Trail
Phone: 512 393-2283	Ste 1071
Fax: 512 393-2248	San Marcos, TX 78666
Email: Marisol.alonzo@co.hays.tx.us	
CONTRACT COORDINATOR:	
Contact: Amy Wolf	Mailing Address (street, city, county, state and zip code):
Title: TB Communicable Disease Coordinator	401-A Broadway
Phone: 512 393-2209	San Marcos, TX 78666
Fax: N/A	
Email: Amy.wolf@co.hays.tx.us	
ADDITIONAL STAFF:	
Contact: Simone Corprew	Mailing Address (street, city, county, state and zip code):
Title: Grant Writer	712 S. Stagecoach Trail
Phone: 512 749-1161	Ste 1045
Fax: N/A	San Marcos, TX 78666
Email: Simone.corprew@co.hays.tx.us	
ADDITIONAL STAFF:	
Contact: Carmen Glover	Mailing Address (street, city, county, state and zip code):
Title: Grants Financial Analyst II	712 S. Stagecoach Trail
Phone: 512 393-2857	Ste 1071
Fax: N/A	San Marcos, TX 78666
Email: Carmen.glover@co.hays.tx.us	



FY 24/25 Local Public Health Services

FORM A - FACE PAGE

RESPONDENT INFORMATION																			
1) LEGAL NAME: Hays County																			
2) MAILING Address Information (include mailing address, street, city, county, state and zip code): Hays County Government Center 712 S. Stagecoach Trail, Ste 1045 San Marcos, TX 78666																			
3) PAYEE Mailing Address (if different from above): Hays County Treasurer 712 S. Stagecoach Trail, Ste 1094 Sa Marcos, TX 78666																			
4) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or if an individual, Social Security Number (9 digit) : 17460022415002 <small>*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</small>																			
5) TYPE OF ENTITY (check all that apply): <table border="0"><tr><td><input type="checkbox"/> City</td><td><input type="checkbox"/> Nonprofit Organization*</td><td><input type="checkbox"/> Individual</td></tr><tr><td><input checked="" type="checkbox"/> Regions/Counties/LHD</td><td><input type="checkbox"/> For Profit Organization*</td><td><input type="checkbox"/> FQHC</td></tr><tr><td><input type="checkbox"/> Other Political Subdivision</td><td><input type="checkbox"/> HUB Certified</td><td><input type="checkbox"/> State Controlled Institution of Higher Learning</td></tr><tr><td><input type="checkbox"/> State Agency</td><td><input type="checkbox"/> Community-Based Organization</td><td><input type="checkbox"/> Hospital</td></tr><tr><td><input type="checkbox"/> Indian Tribe</td><td><input type="checkbox"/> Minority Organization</td><td><input type="checkbox"/> Private</td></tr><tr><td></td><td><input type="checkbox"/> Faith-based Organization</td><td><input type="checkbox"/> Other (specify): _____</td></tr></table>		<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Regions/Counties/LHD	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC	<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning	<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private		<input type="checkbox"/> Faith-based Organization	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual																	
<input checked="" type="checkbox"/> Regions/Counties/LHD	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC																	
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning																	
<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital																	
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private																	
	<input type="checkbox"/> Faith-based Organization	<input type="checkbox"/> Other (specify): _____																	
<small>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</small>																			
6) COUNTIES OR REGION SERVED BY PROJECT: See attached County/Region list.																			
7) PROJECT CONTACT PERSON	CHECK FUNDING APPLYING FOR:																		
Name: Amy Wolf Phone: 512 393-5568 Fax: N/A E-mail: amy.wolf@co.hays.tx.us	x LPHS \$ _102,926.00_ _____																		
The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in FORM E, and will provide services in accordance with 25 Texas Administrative Code, §§37.51-37.65. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.																			
8) AUTHORIZED REPRESENTATIVE (Person authorized to sign Contract) Name: Ruben Becerra Title: County Judge Phone: 512 393-2205 Fax: N/A E-mail: Judge.becerra@co.hays.tx.us	9) DATE																		

GENERAL INSTRUCTIONS FOR THE FACE PAGE

This form provides basic information about the applicant and the proposed project with the Department of State Health Services (DSHS), including the name of the authorized representative. It is the cover page of the proposal and is required to be completed. **DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the applicant's proposal.

- 1) **LEGAL NAME** - Enter the legal name of the applicant.
- 2) **MAILING ADDRESS INFORMATION** - Enter the applicant's complete street and mailing address, city, county, state, and zip code.
- 3) **PAYEE MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with applicant to receive payment for services rendered by applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 5) **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.

HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Texas Building and Procurement Commission or another entity.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 6) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties or region to be served by the project.
- 7) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.
- 8) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the applicant and authorized to sign contract. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.
- 9) **DATE** - Enter the date this form is completed.

Project Service Delivery Plan FY24/25 Request for Local Public Health Services Funds

Local Health Entity: Hays County Local Health Department

Contract Term: September 1, 2023, through August 31, 2025

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff and include measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed.)

<p>Public Health Issue: <i>Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.</i></p> <ol style="list-style-type: none"> 1. Public health policy planning and development. 2. Communicable disease outbreak control in the community.
<p>Essential Public Health Service(s): <i>List the EPHS(s) that will be provided or supported with LPHS contract funds.</i></p> <p>EPHS #1: Assess and monitor population health status, factors that influence health, and community needs and assets</p> <p>EPHS #3: Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it.</p>
<p>Objective(s): <i>List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.</i></p> <ol style="list-style-type: none"> 1. By the end of the FY 22/23 Hays County Local Health Department will disseminate policies and plans regarding critical public health information to partners in an accurate and timely manner. 2. By the end of the FY 22/23 at least 95% of notifiable conditions will be investigated and reported.

Performance Measure: *List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.*

Local health department will submit a Quarterly Service Delivery Plan Performance Reports

Activities	Evaluation and Improvement Plan	Deliverable
<p><i>List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.</i></p> <p>1.1.1 Prepare/disseminate changes and/or updates to policies, plans or information regarding public health issues to partners within 7 days.</p> <p>1.1.2 Maintain database of local public health system partners to ensure rapid dissemination of critical information.</p> <p>1.1.3 Plan to host and/or attend educational meetings with partners to discuss critical public health issues quarterly. Continue distributions of LHD-based newsletter to provide current local and regional vaccine preventable and other communicable disease information to partners.</p> <p>2.1.1 Receive/respond to communicable diseases reported within established guidelines and timelines.</p> <p>2.1.2 Analyze results of data collected monthly.</p> <p>2.1.3 Identify areas where communicable diseases are most frequently reported in county to pinpoint possible clusters of concern.</p>	<p><i>List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.</i></p> <p>1.1.1 Identify and document time required to disseminate changes or updates and information. 1.1.2 Review database with partners to affirm contract information is current.</p> <p>1.1.3 Results of meetings with partners will be used to improve future educational efforts and policy development. Will actively solicit feedback and suggestions from local partners to enhance newsletter efficacy.</p> <p>2.1.1 Respond to reports received from area providers and NEDSS confirming receipt/response for communicable disease investigations per CDC/DSHS guidelines.</p> <p>2.1.2 Will review activities in terms of adherence to CDC and DSHS communicable disease guidelines and protocols.</p> <p>2.1.3 Compare numbers of communicable disease reported from each entity, e.g. as noted in NEDSS database. Will notify partners in areas where disease cluster are noted, for control options and educational opportunities.</p>	<p><i>Describe the tangible evidence that the activity was completed.</i></p> <p>1.1.1 Documentation of changes or updates disseminated to partners.</p> <p>1.1.2 Database of partners involved in planning public health policy.</p> <p>1.1.3 Keep meeting records of sign-in sheets and discussions of policies and plans. Maintain a file of feedback and correspondence from partners related to newsletter for ongoing evaluation of efficacy.</p> <p>2.1.1 Maintain database in NEDSS for all communicable disease investigations.</p> <p>2.1.2 Record of reports and investigations.</p> <p>2.1.3 Maintain list of communicable diseases reported by local providers, e.g. hospitals, Dr.'s offices, clinics, and school nurses. Will maintain file of all communication with partners related to disease clusters</p>

The following **EXAMPLE** of a Project Service Delivery Plan is offered as a guide for completing the table above to address your specific public health issue(s).

<p>Public Health Issue: <i>Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.</i></p> <p>The local community lacks an accurate assessment of the local public health system in order to strategically plan and improve the essential public health services provided in the community.</p>
<p>Essential Public Health Service(s): <i>List the EPHS(s) that will be provided or supported with LPHS contract funds.</i></p> <p>EPHS (9) Evaluate effectiveness, accessibility and quality of personal and population-based health services.</p>
<p>Objective(s): <i>List at least one measurable objective to be achieved with resources funded through LPHS contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.</i></p> <p>Objective 1.1 By the end of Quarter 2 FY18, all LHD's funded through LPHS contract dollars will have conducted the CDC National Public Health Performance Standards Local Public Health System Performance Assessment Instrument (LPHSPAI).</p>
<p>Performance Measure: <i>List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.</i></p> <p>Performance Measure – Based on LPHSPAI results, local health departments will submit a draft Service Delivery Plan to be completed by end of 3rd Quarter FY18.</p>

Activities	Evaluation and Improvement Plan	Deliverable
<p><i>List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.</i></p> <p>1.1.1 Participate in training offered by the state.</p> <p>1.1.2 Identify necessary partners who will take part in conducting the LPHSPAI instrument.</p> <p>1.1.3 Conduct LPHSPAI with identified partners.</p> <p>1.1.4 Submit LPHSPAI data to the CDC for processing.</p> <p>1.1.5 Gather CDC generated report on local assessment.</p>	<p><i>List the standard and describe how it is used to evaluate the activities conducted.</i></p> <p>1.1.1 LHDs will plan and implement the LPHSPAI instrument in the designated communities no later than March 31, 2018.</p> <p>1.1.2 LPHSPAI results will be incorporated into the FY18 Service Delivery Plans.</p>	<p><i>Describe the tangible evidence that the activity was completed.</i></p> <p>1.1.1 LPHSPAI data analysis report will be obtained from CDC.</p>

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Local Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$73,015	\$73,015	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$29,911	\$29,911	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$0	\$0	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$102,926	\$102,926	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$102,926	\$102,926	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$73,015	\$73,015	Fringe Benefits	\$29,911	\$29,911
	Travel	\$0	\$0	Equipment	\$0	\$0
	Supplies	\$0	\$0	Contractual	\$0	\$0
	Other	\$0	\$0	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$102,926	Budget Total	\$102,926
-------------------	----------------------------	------------------	---------------------	------------------

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

General Instructions for Completing Budget Forms DSHS Costs Only Budgeted on Detail Category Pages

(Examples and instructions for completing the Budget Category Detail Templates are in a separate Excel file located under Templates for Cost Reimbursement Budgets located at :

<http://www.dshs.state.tx.us/grants/forms.shtm>

- * Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on Form I -Budget Summary; doing so will populate the budget category detail templates with your organizations name.
- * Complete each budget category detail template. Instructions for completing each budget category detail template are in a separate document. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget template at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.
- * After you have completed each budget category detail form, go to Form I-Budget Summary and input other sources of funding manually (if any) in Columns 3 - 6 for each budget category.
- * Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions ("Distribution Totals") equals the Budget Total.
- * Enter the total amount of "Program Income" anticipated for this program in row "K" under the "Total Budget" column (1). The total program income budgeted will be automatically allocated to each funding source based on the percentage of funding of the total budget. Information on program income is available in the DSHS Contractors Financial Procedures Manual located at the following web site:
<http://www.dshs.state.tx.us/contracts/>

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

PERSONNEL	Vacant			Certification or	Total Average	Number	Salary/Wages
Functional Title + Code E = Existing or P = Proposed	Y/N	Justification	FTE's	License (Enter NA if not required)	Monthly Salary/Wage	of Months	Requested for Project
Amy Wolf - RN Supervisor - E	N	To conduct activities and meet objectives as listed on the Project Service Delivery Plan	0.62	RN	\$4,880.14	24	\$73,015
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0

SalaryWage Total

\$73,015

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA = \$73015 x 6.2% = \$4,528
 MEDICARE = \$73015 x 1.45% = \$1,060
 RETIREMENT = \$73015 *13.16% = \$9,610
 MEDICAL INSURANCE = \$23,600.88 x .6234 = \$14,713

Fringe Benefit Rate %

40.97%

Fringe Benefits Total

\$29,911

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0
Revised 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel Other / Local Travel Costs: Conference / Workshop Travel Costs: **Total Travel Costs:**

Indicate Policy Used:

Respondent's Travel Policy State of Texas Travel Policy

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Name of Respondent:

Hays County Local Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM I-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Supplies:

\$0

Hays County Local Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

Total Amount Requested for CONTRACTUAL:

Revised: 7/6/2009

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Other:

\$0

FORM I - 7 Indirect Costs

Legal Name of Respondent:

Hays County Local Health Department

Total amount of indirect costs allocable to the project:

Amount:

\$0

Indirect costs are based on (mark the statement that is applicable):

_____ The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:

BASE:

_____ ***Applies only to governmental entities.*** The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:

TYPE:

BASE:

_____ **Note:** Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

_____ A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

GO TO PAGE 2 (below)

Page 2, FORM I - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

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



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of a no-cost contract amendment to the DSHS Public Health Workforce Grant contract.

INGALSBE/T.CRUMLEY

Summary

This amendment extends the termination date of the existing DSHS Public Health Workforce contract from June 30, 2023 to June 30, 2024. No additional funds are being added to the contract. The amendment allows Hays County an additional 12 months to spend the original \$330,000 budget.

Contract Number HHS001078600001

Contract Period: July 1, 2021 - June 30, 2024

Attachments

HHS001078600001 Amendment 1

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001078600001
AMENDMENT NO. 1

The Department of State Health Services (System Agency) and Hays County (Grantee), collectively the Parties to that certain contract for activities to establish, expand, train and sustain public health workforce in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC), effective August 12, 2021 and denominated DSHS Contract No. HHS001078600001 (the Contract), now elect to amend the Contract.

WHEREAS, System Agency has elected to extend the term of the Contract in accordance with Contract **SECTION III, CONTRACT PERIOD AND RENEWAL**, to allow for continued support of the Public Health Work Force activities; and

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

The Parties therefore agree as follows:

1. **SECTION III, CONTRACT PERIOD AND RENEWAL**, is hereby amended to reflect a revised termination date of June 30, 2024.
2. **SECTION IV, INVOICE AND PAYMENT**, in **ATTACHMENT A, FY2023 STATEMENT OF WORK**, of the Contract is hereby amended and restated in its entirety:
 - 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 a Financial Status Report (FSR) biannually each year beginning July 1, 2022 through August 15, 2024.

Year	1ST FSR Period	1ST FSR Due Date	2nd FSR Period	2nd FSR Due Date
2023	July 1, 2022 - December 31, 2022	January 31, 2023	January 1, 2023- June 30, 2023	July 31, 2023
2024	July 1, 2023 – December 31, 2023	January 31, 2024	January 1, 2024- June 30, 2024	August 15, 2024

- C. All financial 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 must be sent to invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov, with a copy to the System Agency contract manager.
 - b. FSR must be sent to: invoices@dshs.texas.gov; FSRGrants@dshs.texas.gov; and with a copy to the System Agency contract manager.

Grantee will be reimbursed on a monthly basis in accordance with the Budget in **Attachment B** of this Contract. Reimbursement shall be subject to the submission of required and appropriate documentation, and in accordance with applicable law and governing regulations.

3. This Amendment shall be effective as of the date last signed below.
4. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.
5. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
SYSTEM AGENCY CONTRACT NO. HHS001078600001

DEPARTMENT OF STATE HEALTH SERVICES GRANTEE-HAYS COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

Certificate Of Completion

Envelope Id: 89992E9388B64C748E7876E9AA7B7CD0

Status: Sent

Subject: HHS001078600001 Hays County CPS/PHWF A.1.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 & Canada)

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.7

Record Tracking

Status: Original

2/12/2023 11:46:19 AM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

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

Judge Ruben Becerra

judge.becerra@co.hays.tx.us

Hays County Judge

Security Level: Email, Account Authentication
(None)

Sent: 2/12/2023 11:53:01 AM

Viewed: 2/13/2023 9:51:08 AM

Electronic Record and Signature Disclosure:

Accepted: 2/13/2023 9:51:08 AM

ID: 82616584-75d7-448d-b714-6898aab7d055

Jonah Wicznski

jonah.wilczynski@dshs.texas.gov

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

Accepted: 2/10/2023 8:37:33 AM

ID: 92ead551-2c5f-4665-897d-c2a3d04c94ce

Patty Melchior

Patty.Melchior@dshs.texas.gov

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

Accepted: 5/5/2022 12:43:08 PM

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

Dave Gruber

David.Gruber@dshs.texas.gov

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

Accepted: 1/3/2021 4:48:45 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
Simone Corprew simone.corprew@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2023 11:53:00 AM Viewed: 2/13/2023 8:23:06 AM
Beverly Taylor Beverly.Taylor@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/12/2023 11:53:00 AM
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Hays County Commissioners Court

Date: 02/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize Building Maintenance to replace the 10-ton HVAC rooftop unit #4 (RTU-4) at the Hays County Courthouse in the amount of \$17,102.24 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**

Summary:

RTU-4 at the County Courthouse has failed and is no longer able to be repaired. Under contract RFP-2020-P01, JM Engineering, LLC has submitted a proposal recommending the replacement of the unit in the amount of \$17,102.24. Building Maintenance also secured a second quote by SI Mechanical and their proposal for replacement is much higher at \$31,477.29.

Fiscal Impact:

Amount Requested: \$17,102.24

Line Item Number: TBD

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential Funding Source IFF Fund

\$17,103 - Increase Misc. Capital Equipment_Capital 170-657-00.5719_700

(\$17,103) - Decrease Misc. Capital Improvements 170-657-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2020-P01, HVAC Maintenance and Repair Services County Wide

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

JME Quote

RTU-4 Spec Sheet

SI Mechanical Quote (2nd Quote)

FP 2020-P01 Contract Pricing



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

Date: January 26, 2023
Quote No: 017921
Quote Expiration: 30 days after above date

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

Project: HVAC Maint & Repair Services
Contract No: RFP 2020-P01
Location: Hays County Courthouse
111 E San Antonio St.
San Marcos, TX 78666

Scope of Services:

JM Engineering will replace defective RTU-4 with a new package unit at the Hays County Courthouse. Work will include installation of the unit, startup and commissioning of the new unit, final job site cleanup and complete service ticket on job site.

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

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$90.76 per hour)	14.0		\$	1,270.64
Tech Helper, Monday - Friday - Regular Hours (\$70.86 per hour)	10.0		\$	708.60
Subtotal	24.0	0	\$	1,979.24
Pricing - Material				
Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
10-Ton Package Unit, HVAC Supplies and Misc.	1.20	EA	\$ 12,540.00	\$ 15,048.00
Subtotal			\$	15,123.00
GRAND TOTAL			\$	17,102.24

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

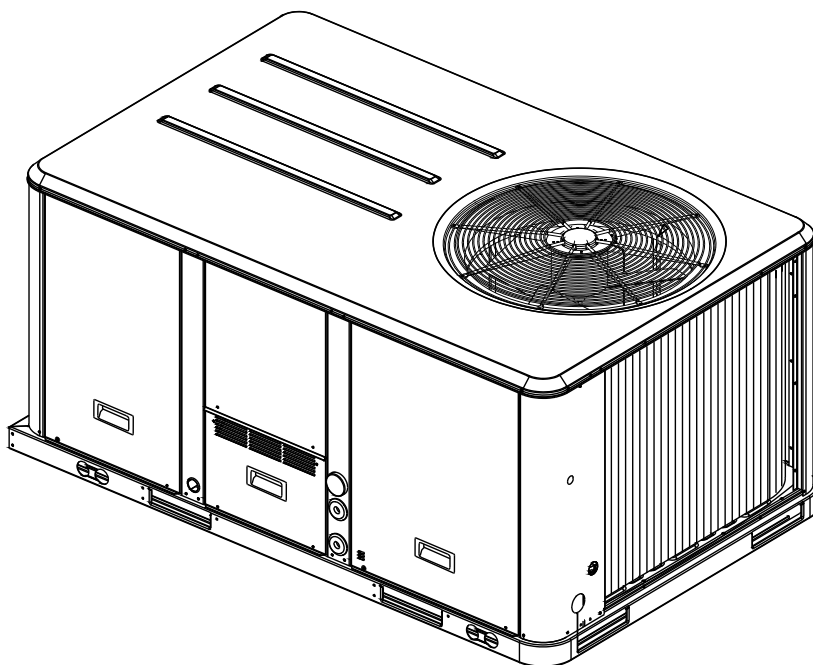
Sincerely,
Chad Liesman
JM Engineering, LLC
Office: 512-874-9245
Mobile: 512-966-3959
chad.liesman@jm-engineer.com

Installation, Operation, and Maintenance

Packaged Rooftop Air Conditioner

Precedent™ — Gas/Electric

3 to 10 Tons – 60 Hz



Model Numbers: YSC036G - YSC060G
Model Numbers: YSC072H - YSC120H
Model Numbers: YHC036E - YHC072E
Model Numbers: YHC048F - YHC060F

YHC072F - YHC102F
YHC120F
YHC037E - YHC067E

SAFETY WARNING

Only qualified personnel should install and service the equipment. The installation, starting up, and servicing of heating, ventilating, and air-conditioning equipment can be hazardous and requires specific knowledge and training. Improperly installed, adjusted or altered equipment by an unqualified person could result in death or serious injury. When working on the equipment, observe all precautions in the literature and on the tags, stickers, and labels that are attached to the equipment.

Introduction

Read this manual thoroughly before operating or servicing this unit.

Warnings, Cautions, and Notices

Safety advisories appear throughout this manual as required. Your personal safety and the proper operation of this machine depend upon the strict observance of these precautions.

The three types of advisories are defined as follows:

⚠ WARNING	Indicates a potentially hazardous situation which, if not avoided, could result in death or serious injury.
⚠ CAUTION	Indicates a potentially hazardous situation which, if not avoided, could result in minor or moderate injury. It could also be used to alert against unsafe practices.
NOTICE	Indicates a situation that could result in equipment or property-damage only accidents.

Important Environmental Concerns

Scientific research has shown that certain man-made chemicals can affect the earth's naturally occurring stratospheric ozone layer when released to the atmosphere. In particular, several of the identified chemicals that may affect the ozone layer are refrigerants that contain Chlorine, Fluorine and Carbon (CFCs) and those containing Hydrogen, Chlorine, Fluorine and Carbon (HCFCs). Not all refrigerants containing these compounds have the same potential impact to the environment. Trane advocates the responsible handling of all refrigerants-including industry replacements for CFCs and HCFCs such as saturated or unsaturated HFCs and HCFCs.

Important Responsible Refrigerant Practices

Trane believes that responsible refrigerant practices are important to the environment, our customers, and the air conditioning industry. All technicians who handle refrigerants must be certified according to local rules. For the USA, the Federal Clean Air Act (Section 608) sets forth the requirements for handling, reclaiming, recovering and recycling of certain refrigerants and the equipment that is used in these service procedures. In addition, some states or municipalities may have additional requirements that must also be adhered to for responsible management of refrigerants. Know the applicable laws and follow them.

⚠ WARNING

Proper Field Wiring and Grounding Required!

Failure to follow code could result in death or serious injury. All field wiring **MUST** be performed by qualified personnel. Improperly installed and grounded field wiring poses **FIRE** and **ELECTROCUTION** hazards. To avoid these hazards, you **MUST** follow requirements for field wiring installation and grounding as described in NEC and your local/state/national electrical codes

⚠ WARNING

Personal Protective Equipment (PPE) Required!

Failure to wear proper PPE for the job being undertaken could result in death or serious injury. Technicians, in order to protect themselves from potential electrical, mechanical, and chemical hazards, **MUST** follow precautions in this manual and on the tags, stickers, and labels, as well as the instructions below:

- Before installing/servicing this unit, technicians **MUST** put on all PPE required for the work being undertaken (Examples; cut resistant gloves/sleeves, butyl gloves, safety glasses, hard hat/bump cap, fall protection, electrical PPE and arc flash clothing). **ALWAYS** refer to appropriate Safety Data Sheets (SDS) and OSHA guidelines for proper PPE.
- When working with or around hazardous chemicals, **ALWAYS** refer to the appropriate SDS and OSHA/GHS (Global Harmonized System of Classification and Labeling of Chemicals) guidelines for information on allowable personal exposure levels, proper respiratory protection and handling instructions.
- If there is a risk of energized electrical contact, arc, or flash, technicians **MUST** put on all PPE in accordance with OSHA, NFPA 70E, or other country-specific requirements for arc flash protection, **PRIOR** to servicing the unit. **NEVER PERFORM ANY SWITCHING, DISCONNECTING, OR VOLTAGE TESTING WITHOUT PROPER ELECTRICAL PPE AND ARC FLASH CLOTHING. ENSURE ELECTRICAL METERS AND EQUIPMENT ARE PROPERLY RATED FOR INTENDED VOLTAGE.**

WARNING

Follow EHS Policies!

Failure to follow instructions below could result in death or serious injury.

- All Trane personnel must follow the company's Environmental, Health and Safety (EHS) policies when performing work such as hot work, electrical, fall protection, lockout/tagout, refrigerant handling, etc. Where local regulations are more stringent than these policies, those regulations supersede these policies.
- Non-Trane personnel should always follow local regulations.

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Factory Training

Factory training is available through Trane University™ to help you learn more about the operation and maintenance of your equipment. To learn about available training opportunities contact Trane University™.

Online: www.trane.com/traneuniversity

Phone: 855-803-3563

Email: traneuniversity@trane.com

Revision History

Updated Sequence of Operation and Troubleshooting chapters.

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Model Number Descriptions - 3 to 10 Tons (T/Y)

Digit 1 — Unit Type

- T = DX Cooling
- Y = DX Cooling, Gas Heat

Digit 2 — Efficiency

- S = Standard Efficiency
- H = High Efficiency

Digit 3 — Airflow

- C = Convertible

Digit 4,5,6 — Nominal Gross Cooling Capacity (MBh)

- 036 = 3 Ton
- 048 = 4 Ton
- 060 = 5 Ton
- 072 = 6 Ton
- 074 = 6 Ton, Dual Compressor
- 090 = 7.5 Ton, Single Compressor
- 092 = 7.5 Ton, Dual Compressor
- 102 = 8.5 Ton
- 120 = 10 Ton

Digit 7 — Major Design Sequence

Digit 8 — Voltage Selection

- 1 = 208/230/60/1
- 3 = 208–230/60/3
- 4 = 460/60/3
- W = 575/60/3

Digit 9 — Unit Controls

- E = Electromechanical
- R = ReliaTel™ Microprocessor

Digit 10 — Heating

Note: Applicable to Digit 1, T models only.

- 0 = No Electric Heat
- A = 5 kW (1 phase)²
- B = 6 kW (3 phase)
- C = 9 kW (3 phase)
- D = 10 kW (1 phase)²
- E = 12 kW (3 phase)
- F = 14 kW (1 phase)²
- G = 18 kW (1 and 3 phase)
- J = 23 kW (3 phase)
- K = 27 kW (3 phase)
- N = 36 kW (3 phase)
- P = 54 kW (3 phase)

Note: Applicable to Digit 1, Y models only.

- L = Low Heat
- M = Medium Heat
- H = High Heat
- X = Low Heat, Stainless Steel Heat Exchanger
- Y = Medium Heat, Stainless Steel Heat Exchanger
- Z = High Heat, Stainless Steel Heat Exchanger

Digit 11 — Minor Design Sequence

- A = First Sequence³
- B = Second Sequence⁴

Digit 12, 13 — Service Sequence

- ** = Factory Assigned

Digit 14 — Fresh Air Selection

- 0 = No Fresh Air
- A = Manual Outside Air Damper 0–50%⁵
- B = Motorized Outside Air Damper 0–50%⁶
- C = Economizer, Dry Bulb 0–100% without Barometric Relief⁷
- D = Economizer, Dry Bulb 0–100% with Barometric Relief⁷
- E = Economizer, Reference Enthalpy 0–100% without Barometric Relief^{7,8}
- F = Economizer, Reference Enthalpy 0–100% with Barometric Relief^{7,8}
- G = Economizer, Comparative Enthalpy 0–100% without Barometric Relief^{7,8}
- H = Economizer, Comparative Enthalpy 0–100% with Barometric Relief^{7,8}
- K = Low Leak Economizer with Barometric Relief
- M = Low Leak Economizer with Barometric Relief
- P = Low Leak Economizer with Comparative Enthalpy with Barometric Relief

Digit 15 — Supply Fan/Drive Type/Motor

- 0 = Standard Drive⁹
- 1 = Oversized Motor
- 2 = Optional Belt Drive Motor¹⁰
- 6 = Single Zone VAV^{11,12}
- 7 = Multi-Speed Indoor Fan¹³
- E = VAV Supply Air Temperature Controls Standard Motor¹²

Digit 16 — Hinged Service Access/ Filters

- 0 = Standard Panels/Standard Filters
- A = Hinged Access Panels/Standard Filters
- B = Standard Panels/2" MERV 8 Filters
- C = Hinged Access Panels/2" MERV 8 Filters
- D = Standard Panels/2" MERV 13 Filters
- E = Hinged Access Panels/2" MERV 8 Filters

Digit 17 — Condenser Coil Protection

- 0 = Standard Coil
- 1 = Standard Coil with Hail Guard
- 2 = Black Epoxy Coil Pre-Coated Condenser Coil¹³
- 3 = Black Epoxy Coil Pre-Coated Condenser Coil with Hail Guard¹⁴
- 4 = CompleteCoat™ with Condenser Coil
- 5 = CompleteCoat™ with Hail Guard

Digit 18 — Through-the-Base Provisions

Note: Applicable to Digit 1, T or Y models only.

- 0 = No Through-the-Base Provisions
- A = Through-the-Base Electric¹⁵

Note: Applicable to Digit 1, Y models only.

- B = Through-the-Base Gas Piping¹⁶
- C = Through-the-Base Electric and Gas Piping¹⁶

Digit 19 — Disconnect/Circuit Breaker (three-phase only)

- 0 = No Disconnect/No Circuit Breaker
- 1 = Unit Mounted/Non-Fused Disconnect¹⁵
- 2 = Unit Mounted Circuit Breaker¹⁵

Digit 20 — Convenience Outlet

- 0 = No Convenience Outlet
- A = Unpowered Convenience Outlet
- B = Powered Convenience Outlet (three-phase only)¹⁷

Digit 21 — Communications Options⁸

- 0 = No Communications Interface
- 1 = Trane® Communications Interface
- 2 = LonTalk® Communications Interface
- 3 = Novar 2024 Controls¹⁸
- 4 = Novar 3051 Controls without Zone Sensor¹⁸
- 5 = Novar 3051 Controls Interface with DCV¹⁸
- 6 = BACnet® Communications Interface
- 7 = Trane® Air-Fi® Communications Interface¹⁹

Digit 22 — Refrigeration System Option

- 0 = Standard Refrigeration System²⁰
- B = Dehumidification Option^{21,22}

Digit 23 — Refrigeration Controls

Note: Applicable to Digit 7 = E, F, G, H.

- 0 = No Refrigeration Control²³
- 1 = Frostat™^{24,25}

Digit 24 — Smoke Detector²⁶

- 0 = No Smoke Detector
- A = Return Air Smoke Detector^{27,28}
- B = Supply Air Smoke Detector
- C = Supply and Return Air Smoke Detectors^{27,28}
- D = Plenum Smoke Detector

Digit 25 — System Monitoring Controls

- 0 = No Monitoring Control²⁹
- 1 = Clogged Filter Switch²⁹
- 2 = Fan Filter Switch²⁹
- 3 = Discharge Air Sensing Tube²⁹
- 4 = Clogged Filter Switch and Fan Filter Switch²⁹
- 5 = Clogged Filter Switch and Discharge Air Sensing Tube²⁹
- 6 = Fan Failure Switch and Discharge Air Sensing Tube²⁹

Model Number Descriptions - 3 to 10 Tons (T/Y)

- 7 = Clogged Filter Switch, Fan Failure Switch and Discharge Air Sensing Tube²⁹
- 8 = Novar Return Air Sensor (NOVAR 2024)^{30,18}
- 9 = Novar Zone Temp Sensor (NOVAR 3051)^{31,18}
- A = Condensate Drain Pan Overflow Switch)
- B = Clogged Filter Switch²⁹ and Condensate Drain Pan Overflow Switch
- C = Fan Failure Switch²⁹ and Condensate Drain Pan Switch
- D = Discharge Air Sensing²⁹ and Condensate Overflow Switch
- E = Clogged Filter Switch²⁹, Fan Failure Switch and Condensate Drain Pan Overflow Switch
- F = Clogged Filter Switch²⁹, Discharge Air Sensing Tube²⁹ and Condensate Drain Pan Overflow Switch
- G = Fan Failure Switch, Discharge Air Sensing Tube²⁹ and Condensate Drain Pan Overflow Switch
- H = Clogged Filter Switch²⁹, Fan Failure Switch²⁹, Discharge Air Sensing²⁹ and Condensate Drain Pan Overflow Switch

Digit 26 — System Monitoring Controls

- 0 = No Monitoring Control
- A = Demand Control Ventilation (CO₂)^{32,33}

Digit 27 — Unit Hardware Enhancements

- 0 = No Enhancements
- 1 = Stainless Steel Drain Pan

Digit 31 — Advanced Unit Controls

- 0 = Standard Unit Controls
- 1 = Human Interface

Model Number Notes

1. Standard on T/YSC 6, 7.5 (single and dual systems), 8.5, 10 ton standard efficiency models and T/YHC 4, 5, 6, 7.5, 8.5, 10 ton MCHE high efficiency models (except for 4, 5, 6 ton dehumidification models).
2. Available on 3 to 5 ton models.
3. Available for all models except gas/electric, 3 to 5 tons high efficiency, single phase.
4. Available for gas/electric, 3 to 5 tons, high efficiency, single phase models.
5. Manual outside air damper will ship factory supplied within the unit, but must be field installed.
6. Motorized outside air damper is not available on multi-speed or SZVAV (single zone variable air volume) products.

7. Economizer with barometric relief is for downflow configured units only. Order economizer without barometric relief for horizontal configuration. Barometric relief for horizontal configured units must be ordered as field installed accessory.
8. Not available with electromechanical controls.
9. Multi-speed, direct drive motor with no belt drive option is standard on 3 to 5 ton, standard efficiency, 14 SEER units. Multi-speed, direct drive motor with a belt drive option is available for 3 to 5 ton, 15 SEER units. On 6 to 10 tons, multispeed direct drive is standard on all 10 ton and 6 (074) to 8.5 ton high efficiency. Belt drive is standard on all other units. [Table 1, p. 9.](#)
10. Reference [Table 1, p. 9.](#)
11. Single zone VAV is only available on 6 to 10 tons high efficiency and 7.5 to 10 ton standard efficiency products with ReliaTel™ controls.
12. Discharge air sensing is also standard equipment on units with single zone and supply air temperature control VAV.
13. Multi-speed indoor fan available only on 6, 7.5 and 8.5 tons high efficiency, and 7.5 to 10 ton products with ReliaTel™ controls.
14. Epoxy coil and epoxy with hail guard options are not available for units with microchannel condenser coil.
15. Through-the-base electric required when ordering disconnect/circuit breaker options.
16. Includes gas piping and shutoff (field assembly required).
17. Requires use of disconnect or circuit breaker. Reference [Table 1, p. 9.](#)
18. Novar is not available with SZVAV products.
19. Must be used with BACnet® open protocol.
20. Standard metering devices are TXVs.
21. Requires selection of 2" pleated filters (option B or C) for Digit 16.
22. Not available on all single phase or standard efficiency.

23. High pressure control is standard on all units.
24. Froststat™ cannot be field installed in electro-mechanical units.
25. Froststat™ standard on Y/TSC036 to 060G and T/YSC090H electromechanical, multi-speed and SZVAV (single zone variable air volume) products.
26. Not available with high temperature duct sensor accessory.
27. The return air smoke detector may not fit up or work properly on the Precedent™ units when used in conjunction with 3rd party accessories such as bolt on heat wheels, economizers and power exhaust. Do not order the return air smoke detectors when using this type of accessory.
28. Return air smoke detector cannot be ordered with Novar controls.
29. These options are standard when ordering Novar controls.
30. This option is used when ordering Novar controls.
31. Novar sensor utilized with Digit 21 = (4) Novar 3051 controls without zone sensor.
32. Demand control ventilation not available with electromechanical controls.
33. Demand control ventilation option includes wiring only. The CO₂ sensor is a field-installed only option.

Model Number Descriptions - 3 to 10 Tons (T/Y)

Table 1. Digit 15 Selection Details

Digit 15 = 0
Standard Efficiency
3 Phase (3 to 5 Ton) = Multispeed Direct Drive Motor
3 Phase (6 to 8.5 Ton) = Belt Drive
3 Phase (10 Ton) = Ultra High Efficiency Direct Drive Plenum Fan
High Efficiency
1 Phase = High Efficiency Multispeed Direct Drive Motor
3 Phase (3 to 5 ton) = High Efficiency Multispeed Direct Drive Motor
3 Phase (3 to 5 ton w/Dehumidification) = Belt Drive Motor
3 Phase [6 (074) to 10 ton] = Ultra High Efficiency Direct Drive Plenum Fan
Digit 15 = 2
Standard Efficiency
3 Phase = Not Available
High Efficiency
1 Phase = Not Available
3 Phase (3 to 5 tons) = May be Ordered
3 Phase (3 to 5 tons w/dehumidification) = Not Available
3 Phase (6 to 10 tons) = Not Available

Table 2. Not Available in Model Number

Standard Efficiency
3 to 5 Tons and 10 Ton w/575V
High Efficiency
3 to 5 Tons w/Standard Indoor Motor w/460V
High Efficiency 575V

Model Number Descriptions - 3 to 5 Tons (T/Y - 17 Plus)

Digit 1 — Unit Type

- T = DX Cooling
- Y = DX Cooling, Gas Heat

Digit 2 — Efficiency

- H = High Efficiency

Digit 3 — Airflow

- C = Convertible

Digit 4,5,6 — Nominal Gross Cooling Capacity (MBh)

- 037 = 3 Ton
- 047 = 4 Ton
- 067 = 5 Ton

Digit 7 — Major Design Sequence

- E = R-410A Refrigerant

Digit 8 — Voltage Selection

- 3 = 208-230/60/3
- 4 = 460/60/3
- W = 575/60/3

Digit 9 — Unit Controls

- R = ReliaTel™ Microprocessor

Digit 10 — Heating Capacity

Note: Applicable to Digit 1, T models only

- 0 = No Electric Heat
- B = 6 kW (3 phase)
- E = 12 kW (3 phase)
- G = 18 kW (1 and 3 phase)
- J = 23 kW (3 phase)

Note: Applicable to Digit 1, Y models only

- L = Low Heat
- M = Medium Heat
- H = High Heat
- X = Low Heat, Stainless Steel Heat Exchanger
- Y = Medium Heat, Stainless Steel Heat Exchanger
- Z = High Heat, Stainless Steel Heat Exchanger

Digit 11 — Minor Design Sequence

- A = First Sequence¹⁴

Digit 12,13 — Service Sequence

** = Factory Assigned

Digit 14 — Fresh Air Selection

- 0 = No Fresh Air
- A = Manual Outside Air Damper 0-50%¹
- B = Motorized Outside Air Damper 0-50%
- C = Economizer, Dry Bulb 0-100% without Barometric Relief⁴
- D = Economizer, Dry Bulb 0-100% with Barometric Relief⁴
- E = Economizer, Reference Enthalpy 0-100% without Barometric Relief⁴
- F = Economizer, Reference Enthalpy 0-100% with Barometric Relief⁴
- G = Economizer, Comparative Enthalpy 0-100% without Barometric Relief⁴
- H = Economizer, Comparative Enthalpy 0-100% with Barometric Relief⁴
- K = Low Leak Economizer with Barometric Relief
- M = Low Leak Economizer with Reference Enthalpy with Barometric Relief
- P = Low Leak Economizer with Comparative Enthalpy with Barometric Relief

Digit 15 — Supply Fan/Drive Type/Motor

- 0 = Standard Drive³
- 6 = Single Zone VAV¹⁸
- E = VAV Supply Air Temperature Control Standard Motor¹⁸

Digit 16 — Hinged Service Access/ Filters

- 0 = Standard Panels/Standard Filters
- A = Hinged Access Panels/Standard Filters
- B = Standard Panels/2" MERV 8 Filters
- C = Hinged Access Panels/2" MERV 8 Filters
- D = Standard Panels/2" MERV 13 Filters
- E = Hinged Access Panels/2" MERV 1 Filters

Digit 17 — Condenser Coil Protection

- 0 = Standard Coil
- 1 = Standard Coil with Hail Guard
- 2 = Black Epoxy Pre-Coated Condenser Coil
- 3 = Black Epoxy Pre-Coated Condenser Coil with Hail Guard
- 4 = CompleteCoat™ Condenser Coil
- 5 = CompleteCoat™ Condenser Coil with Hail Guard

Digit 18 — Through the Base Provisions

- 0 = No Through-the-Base Provisions
- A = Through-the-Base Electric⁵
- B = Through-the-Base Gas Piping¹¹
- C = Through-the-Base Electric and Gas Piping¹¹

Digit 19 — Disconnect/Circuit Breaker (three-phase only)

- 0 = No Disconnect/No Circuit Breaker
- 1 = Unit Mounted Non-Fused Disconnect⁵
- 2 = Unit Mounted Circuit Breaker⁵

Digit 20 — Convenience Outlet

- 0 = No Convenience Outlet
- A = Unpowered Convenience Outlet
- B = Powered Convenience Outlet (three-phase only)⁶

Digit 21 — Communications Options

- 0 = No Communications Interface
- 2 = LonTalk® Communications Interface
- 6 = BACnet® Communications Interface
- 7 = Trane® Air-Fi® Communications Interface¹⁹

Digit 22 — Refrigeration System Option

- 0 = Standard Refrigeration System⁷
- B = Dehumidification Option¹⁵

Digit 23 — Refrigeration Controls

Note: Applicable to Digit 7 = E

- 0 = No Refrigeration Control²
- 1 = Frostat™

Digit 24 — Smoke Detector¹²

- 0 = No Smoke Detector
- A = Return Air Smoke Detector^{8,9}
- B = Supply Air Smoke Detector
- C = Supply and Return Air Smoke Detectors^{8,9}
- D = Plenum Smoke Detector

Digit 25 — System Monitoring Controls

- 0 = No Monitoring Control¹⁰
- 1 = Clogged Filter Switch¹⁰
- 2 = Fan Failure Switch¹⁰
- 3 = Discharge Air Sensing Tube¹⁰
- 4 = Clogged Filter Switch and Fan Failure Switch¹⁰
- 5 = Clogged Filter Switch and Discharge Air Sensing Tube¹⁰
- 6 = Fan Failure Switch and Discharge Air Sensing Tube¹⁰
- 7 = Clogged Filter Switch, Fan Failure Switch and Discharge Air Sensing Tube¹⁰
- A = Condensate Drain Pan Overflow Switch
- B = Clogged Filter Switch¹⁰ and Condensate Drain Pan Overflow Switch

Model Number Descriptions - 3 to 5 Tons (T/Y - 17 Plus)

- C = Fan Failure Switch¹⁰ and Condensate Drain Pan Overflow Switch
- D = Discharge Air Sensing¹⁰ and Condensate Drain Pan Overflow Switch
- E = Clogged Filter Switch¹⁰, Fan Failure Switch¹⁰ and Condensate Drain Pan Overflow Switch
- F = Clogged Filter Switch¹⁰, Discharge Air Sensing Tube¹⁰ and Condensate Drain Pan Overflow Switch
- G = Fan Failure Switch¹⁰, Discharge Air Sensing Tube¹⁰ and Condensate Drain Pan Overflow Switch
- H = Clogged Filter Switch¹⁰, Fan Failure Switch¹⁰, Discharge Air Sensing¹⁰ and Condensate Drain Pan Overflow Switch

Digit 26 — System Monitoring Controls

- 0 = No Monitoring Controls
- A = Demand Control Ventilation (CO₂)^{16,17}

Digit 27 — Unit Hardware Enhancements

- 0 = No Enhancements
- 1 = Stainless Steel Drain Pan

Digit 31 — Advanced Unit Controls

- 0 = Standard Unit Controls
- 1 = Human Interface

Digit 34 - Ultra Low NOx Gas Furnace (CA Only)

- 0 = None
- A = 14 ng/J NOx Emissions^{20,21,22,23,24,25,26}

Model Number Notes

1. Manual outside air damper will ship factory supplied within the unit, but must be field installed.
2. High pressure control is standard on all units.
3. Direct drive is standard for 3 to 5 ton variable stage units.

Digit 15 = 0, 6

3 Phase (3-5 ton) - High Efficiency Constant CFM

4. Economizer with Barometric Relief is for downflow configured units only. Order Economizer without Barometric Relief for horizontal configuration. Barometric Relief for horizontal configured units must be ordered as field installed accessory.
5. Through the base electric required when ordering disconnect/circuit breaker options.
6. Requires use of Disconnect or Circuit Breaker.

Not Available

High Efficiency
3 to 5 ton w/Standard Indoor Motor w/460V or 575V

7. Standard metering devices are TXVs.
8. The return air smoke detector may not fit up or work properly on the Precedent units when used in conjunction with 3rd party accessories such as bolt on heat wheels, economizers and power exhaust. Do not order the return air smoke detectors when using this type of accessory.
9. Return Air Smoke Detector cannot be ordered with Novar Controls.
10. These options are standard when ordering Novar Controls.
11. Includes gas piping and shutoff (field assembly required).
12. Not available with high temperature duct sensor accessory.
13. Novar Sensor utilized with Digit 21 = (4) Novar 3051 Controls without Zone Sensor.
14. Available for T/Y 3,4,5 ton high efficiency models.
15. Requires selection of 2" Pleated Filters (option B or C) for Digit 16.
16. Demand Control Ventilation not available with electromechanical controls.
17. Demand Control Ventilation Option includes wiring only. The CO₂ sensor is a field-installed only option.
18. Discharge Air Sensing is also standard equipment on units with Single Zone and Supply Air Temperature Control VAV.
19. Must be used with BACnet® open protocol.
20. No 575V with Ultra Low NOx.
21. Ultra Low NOx requires SSHX Option (Digit 10 = X or Y).
22. Ultra Low NOx has 3 Ton Only available with LOW heat (digit 10=X).
23. Ultra Low NOx has NO High Heat Available.

24. Through the Base Gas Piping (Digit 18=B or C) NOT available with Ultra Low NOx Option.

25. High Altitude kit is not available with Ultra Low NOx option.

26. LP Conversion kit is not available with Ultra Low NOx option.

General Information

Unit Inspection

As soon as the unit arrives at the job site

- Verify that the nameplate data matches the data on the sales order and bill of lading (including electrical data).
- Verify that the power supply complies with the unit nameplate specifications.
- Visually inspect the exterior of the unit, including the roof, for signs of shipping damage.

If the job site inspection of the unit reveals damage or material shortages, file a claim with the carrier immediately. Specify the type and extent of the damage on the "bill of lading" before signing.

- Visually inspect the internal components for shipping damage as soon as possible after delivery and before it is stored. Do not walk on the sheet metal base pans.
- If concealed damage is discovered, notify the carrier's terminal of damage immediately by phone and by mail. Concealed damage must be reported within 15 days.
- Request an immediate joint inspection of the damage by the carrier and the consignee. Do not remove damaged material from the receiving location. Take photos of the damage, if possible. The owner must provide reasonable evidence that the damage did not occur after delivery.
- Notify the appropriate sales representative before installing or repairing a damaged unit.

Storage

Take precautions to prevent condensate from forming inside the unit's electrical compartments and motors if:

1. the unit is stored before it is installed; or,
2. the unit is set on the roof curb, and temporary heat is provided in the building. Isolate all side panel service entrances and base pan openings (e.g., conduit holes, Supply Air and Return Air openings, and flue openings) from the ambient air until the unit is ready for start-up.

Note: *Do not use the unit's heater for temporary heat without first completing the start-up procedure detailed under "Unit Start-Up," p. 51".*

The manufacturer will not assume any responsibility for equipment damage resulting from condensate accumulation on the unit's electrical and/or mechanical components.

Unit Nameplate

A Mylar unit nameplate is located on the unit's corner support next to the filter access panel. It includes the unit model number, serial number, electrical characteristics, refrigerant charge, as well as other pertinent unit data.

Compressor Nameplate

The nameplate for the compressors are located on the side of the compressor.

Microchannel Coil Barcode ID

Barcode decal used for coil part identification can be located on the header and top of coil's inlet/outlet side.

Unit Description

Before shipment, each unit is leak tested, dehydrated, charged with refrigerant and compressor oil, and run tested for proper control operation.

The condenser coils are either aluminum fin, mechanically bonded to copper tubing or all aluminum microchannel.

Direct-drive, vertical discharge condenser fans are provided with built-in thermal overload protection.

There are two control systems offered for these units. The electromechanical control option uses a thermostat to perform unit functions. The ReliaTel™ Control Module is a microelectronic control system that is referred to as "Refrigeration Module" (RTRM). The acronym RTRM is used extensively throughout this document when referring to the control system network.

These modules through Proportional/Integral control algorithms perform specific unit functions that governs unit operation in response to; zone temperature, supply air temperature, and/or humidity conditions depending on the application. The stages of capacity control for these units are achieved by starting and stopping the compressors.

The RTRM is mounted in the control panel and is factory wired to the respective internal components. The RTRM receives and interprets information from other unit modules, sensors, remote panels, and customer binary contacts to satisfy the applicable request for cooling.

Economizer Control Actuator (Optional)

Electromechanical Control

The ECA monitors the mixed air temperature, ambient dry bulb temperature and local minimum position setpoint sensors, if selected, to control dampers to an accuracy of +/- 5% of stroke. The actuator is spring returned to the closed position any time that power is lost to the unit. It is capable of delivering up to 25 inch pounds of torque and is powered by 24 Vac.

ReliaTel™ Control

The ECA monitors the mixed air temperature, return air temperature, minimum position setpoint (local or remote), power exhaust setpoint, CO₂ setpoint, CO₂, and ambient dry bulb/enthalpy sensor or comparative humidity (return air humidity against ambient humidity) sensors, if selected, to control dampers to an accuracy of +/- 5% of stroke. The actuator is spring returned to the closed position any time that power is lost to the unit. It is capable of delivering up to 25 inch pounds of torque and is powered by 24 Vac.

General Information

RTCI - ReliaTel™ Trane Communication Interface (Optional)

This module is used when the application calls for an ICSTM building management type control system. It allows the control and monitoring of the system through an ICS panel. The module can be ordered from the factory or ordered as a kit to be field installed. Follow the installation instruction that ships with each kit when field installation is necessary.

RLCI - ReliaTel™ LonTalk® Communication Interface (Optional)

This module is used when the application calls for an ICSTM building management type control system that is LonTalk. It allows the control and monitoring of the system through an ICS panel. The module can be ordered from the factory or ordered as a kit to be field installed. Follow the installation instruction that ships with each kit when field installation is necessary.

RBCI - ReliaTel™ BACnet Communications Interface (Optional)

This module is used when the application calls for an open BACnet protocol. It allows the control and monitoring of the system through an ICS panel. The module can be ordered from the factory or as a kit to be field installed. Follow the installation instructions that ships with each kit when field installation is necessary.

RTOM - ReliaTel™ Options Module (Standard on 17 Plus, 6Ton (074), 7.5 Ton and 8.5 Ton High Efficiency with ReliaTel, 10 Ton with ReliaTel)

The RTOM monitors the supply fan proving, clogged filter, supply air temperature, exhaust fan setpoint, supply air tempering, Froststat™, smoke detector, and Variable Speed Fan Control (17 Plus units only). Refer to system input devices and functions for operation.

System Input Devices and Functions

The RTRM must have a zone sensor or thermostat input in order to operate the unit. The flexibility of having several mode capabilities depends upon the type of zone sensor or thermostat selected to interface with the RTRM.

The descriptions of the following basic Input Devices used within the RTRM network are to acquaint the operator with their function as they interface with the various modules. Refer to the unit's electrical schematic for the specific module connections.

The following controls are available from the factory for field installation.

Supply Fan Failure Input (Optional)

The Fan Failure Switch can be connected to sense indoor fan operation:

FFS (Fan Failure Switch) If air flow through the unit is not proven by the differential pressure switch connected to the RTOM (factory set point 0.07-inch w.c.) within 40 seconds

nominally, the RTRM will shut off all mechanical operations, lock the system out, send a diagnostic to ICS, and the SERVICE output will flash. The system will remain locked out until a reset is initiated either manually or through ICS.

Clogged Filter Switch (Optional)

The unit mounted clogged filter switch monitors the pressure differential across the return air filters. It is mounted in the filter section and is connected to the RTOM. A diagnostic SERVICE signal is sent to the remote panel if the pressure differential across the filters is at least 0.5-inch w.c. The contacts will automatically open when the pressure differential across the filters decreases to approximately 0.4-inch w.c. The clogged filter output is energized when the supply fan is operating and the clogged filter switch has been closed for at least 2 minutes. The system will continue to operate regardless of the status of the filter switch.

Note: *On units equipped with factory installed MERV 13 filters, a clogged filter switch with different pressure settings will be installed. This switch will close when the differential pressure is approximately 0.8" w.c. and open when the differential falls to 0.7-inch w.c.*

Condensate Drain Pan Overflow Switch (Optional)

ReliaTel™ Option

This input incorporates the Condensate Overflow Switch (COF) mounted on the drain pan and the ReliaTel Options Module (RTOM). When the condensate level reaches the trip point for 6 continuous seconds, the RTOM will shut down all unit functions until the overflow condition has cleared. The unit will return to normal operation after 6 continuous seconds with the COF in a non-tripped condition. If the condensate level causes unit shutdown more than 2 times in a 3 days period, the unit will be locked-out of operation requiring manual reset of diagnostic system through Zone Sensor or Building Automation System (BAS). Cycling unit power will also clear the fault.

Electromechanical Option

This input incorporates the condensate overflow switch (COF), COF Relay, COF Time Delay. When the condensate level reaches the trip point, the COF relay energizes and opens the 24 Vac control circuit which disables the unit. Once the 24 Vac control circuit is opened, a delay timer will prevent unit start-up for three minutes.

Compressor Disable (CPR1/2)

This input incorporates the low pressure control (LPC) of each refrigeration circuit and can be activated by opening a field supplied contact installed on the LTB.

If this circuit is open before the compressor is started, the compressor will not be allowed to operate. Anytime this circuit is opened for 1 continuous second during compressor operation, the compressor for that circuit is immediately turned "Off". The compressor will not be allowed to restart for a minimum of 3 minutes should the contacts close.

General Information

If four consecutive open conditions occur during the first three minutes of operation, the compressor for that circuit will be locked out, a diagnostic communicated to the remote panel (if installed), and a manual reset will be required to restart the compressor.

Low Pressure Control

ReliaTel™ Control

When the LPC is opened for 1 continuous second, the compressor for that circuit is turned off immediately. The compressor will not be allowed to restart for a minimum of 3-minutes.

If four consecutive open conditions occur during an active call for cooling, the compressor will be locked out, a diagnostic communicated to ICS™, if applicable, and a manual reset required to restart the compressor. On dual compressor units only the affected compressor circuit is locked out.

Electromechanical Control

When the LPC is opened, the compressor for that circuit is turned off immediately. The compressor will restart when the LPC closes.

High Pressure Control

ReliaTel™ Control

The high pressure controls are wired in series between the compressor outputs on the RTRM and the compressor contactor coils. If the high pressure control switch opens, the RTRM senses a lack of current while calling for cooling and locks the compressor out.

If four consecutive open conditions occur during an active call for cooling, the compressor will be locked out, a diagnostic communicated to ICS™, if applicable, and a manual reset required to restart the compressor. On dual compressor units only the affected compressor circuit is locked out.

Electromechanical Control

When the HPC is opened, the compressor for that circuit is turned off immediately. The compressor will restart when the HPC closes.

Power Exhaust Control (Optional)

ReliaTel™ Control

The power exhaust fan is started whenever the position of the economizer dampers meets or exceed the power exhaust setpoint when the indoor fan is on.

With the optional ventilation override accessory, the power exhaust fan is independent of the indoor fan.

The setpoint panel is located in the return air section and is factory set at 25%.

Electromechanical Control

The power exhaust fan is started whenever the indoor fan is on and the adjustable damper limit switch DLS is closed.

Lead/Lag Control (Dual Circuit Only)

ReliaTel™ Control Only

Lead/Lag is a selectable input located on the RTRM. The RTRM is configured from the factory with the Lead/Lag control disabled. To activate the Lead/Lag function, simply cut the wire connected to J3-8 at the RTRM. When it is activated, each time the designated lead compressor is shut off due to the load being satisfied, the lead compressor or refrigeration circuit switches. When the RTRM is powered up, i.e. after a power failure, the control will default to the number one circuit compressor. Lead/Lag is not available on Multi-Speed Indoor Fan, or Single Zone Variable Air Volume (SZVAV) products.

Zone Sensor Module (ZSM) (BAYSENS106*)

This electronic sensor features three system switch settings (Heat, Cool, and Off) and two fan settings (On and Auto). It is a manual changeover control with single setpoint. (Cooling Setpoint Only)

Zone Sensor Module (ZSM) (BAYSENS108*)

This electronic sensor features four system switch settings (Heat, Cool, Auto, and Off) and two fan settings (On and Auto). It is a manual or auto changeover control with dual setpoint capability. It can be used with a remote zone temperature sensor BAYSENS077*.

Zone Sensor (BAYSENS110*)

This electronic sensor features four system switch settings (Heat, Cool, Auto, and Off) and two fan settings (On and Auto) with four system status LED's. It is a manual or auto changeover control with dual setpoint capability. It can be used with a remote zone temperature sensor BAYSENS077*.

Wall Mounted Relative Humidity Sensor (BAYSENS036*)

Field installed, wall mounted humidity sensor is used to control activation of Enhanced Dehumidification and the Hot Gas Reheat Dehumidification options. Humidity set points can be selected for relative humidity levels between 40% and 60% by adjusting the DEHUMID setting on the ReliaTel Options Module. See [Figure 62, p. 41](#).

Duct Mounted Relative Humidity Sensor (BAYSENS037*)

Field installed, duct mounted humidity sensor is used to control activation of Enhanced Dehumidification and the hot gas reheat dehumidification options. Humidity set points can be selected for relative humidity levels between 40% and 60% by adjusting the DEHUMID setting on the ReliaTel Options Module. See [Figure 62, p. 41](#).

Programmable Zone Sensor - (BAYSENS119*)

This 7 day programmable sensor features 2, 3 or 4 periods for Occupied or Unoccupied programming per day. If the power is interrupted, the program is retained in permanent memory. If power is off for an extended period of time, only the clock and day may have to be reset.

General Information

The Zone Sensor allows selection of 2, 3 or 4 system modes (Heat, Cool, Auto, and Off), two fan modes (On and Auto). It has dual temperature selection with programmable start time capability.

The occupied cooling set point ranges between 45 and 98 ° F. The heating set point ranges between 43 and 96°F.

A liquid crystal display (LCD) displays zone temperature, temperature set points, day of the week, time, and operational mode symbols.

The Option Menu is used to enable or disable applicable functions, i.e.; Morning Warm-up, Economizer minimum position override during unoccupied status, Fahrenheit or Centigrade, Supply air tempering, Remote zone temperature sensor, 12/24 hour time display, Smart fan, and Computed recovery.

During an occupied period, an auxiliary relay rated for 1.25 amps @ 30 volts AC with one set of single pole double throw contacts is activated.

Status Inputs (4 Wires Optional)

The ZSM can be wired to receive four (4) operating status signals from the RTRM (HEAT, COOL, SYSTEM "ON", SERVICE).

Four (4) wires from the RTRM should be connected to the appropriate terminals (7, 8, 9 and 10) on the ZSM.

Remote Zone Sensor (BAYSENS073*)

This electronic sensor features remote zone sensing and timed override with override cancellation. It is used with a Trane Integrated Comfort™ building management system.

Remote Zone Sensor (BAYSENS074*)

This electronic sensor features single setpoint capability and timed override with override cancellation. It is used with a Trane Integrated Comfort™ building management system.

Remote Zone Sensor (BAYSENS016*)

This bullet type temperature sensor can be used for outside air (ambient) sensing, return air temperature sensing, supply air temperature sensing, remote temperature sensing (uncovered). Wiring procedures vary according to the particular application and equipment involved. Refer to the unit's wiring diagrams for proper connections.

Remote Zone Sensor (BAYSENS077*)

This electronic sensor can be used with BAYSENS106*, 108*, 110*, 119* Remote Panels. When this sensor is wired to a BAYSENS119* Remote Panel, wiring must be 18 AWG Shielded Twisted Pair (Belden 8760 or equivalent). Refer to the specific Remote Panel for wiring details.

Wireless Zone Sensor (BAYSENS050*)

This electronic sensor features five system settings (Auto, Off, Cool, Heat, and Emergency Heat) and with On and Auto fan settings. It is a manual or auto changeover control with dual setpoint capability. Other features include a timed override function, lockable system settings, and Fahrenheit or Celsius

temperature display. Included with the wireless zone sensor will be a receiver that is to be mounted inside the unit, a mounting bracket, and a wire harness.

Electromechanical Control

The unit must have a thermostat to operate.

- BAYSTAT151
 - Single Stage - 1 Heat/1 Cool
- BAYSTAT155
 - Multi Stage - 3 Heat/2 Cool - Can be Used for Economizer Operation
- BAYSENS150
 - Multi stage - 3 Heat/2 Cool Programmable Thermostat

High Temperature Sensor (BAYFRST001*)

This sensor connects to the RTRM Emergency Stop Input on the LTB and provides high limit "shutdown" of the unit. The sensor is used to detect high temperatures due to a high thermal event in the air conditioning or ventilation ducts. The sensor is designed to mount directly to the sheet metal duct. Each kit contains two sensors. The return air duct sensor (X1310004001) is set to open at 135°F. The supply air duct sensor (X1310004002) is set to open at 240°F. The control can be reset after the temperature has been lowered approximately 25°F below the cutout setpoint.

Evaporator Frost Control

ReliaTel™ Option

This input incorporates the Froststat™ control (FOS) mounted in the indoor coil circuit and can be activated by closing a field supplied contact installed in parallel with the FOS.

If this circuit is closed before the compressor is started, the compressor will not be allowed to operate. Anytime this circuit is closed for 1 continuous second during compressor operation, the compressor for that circuit is immediately turned "Off". The compressor will not be allowed to restart for a minimum of 3 minutes should the FOS open.

Froststat is standard on multi-speed indoor motors and single zone VAV products (SZVAV).

Electromechanical Option

This input incorporates the Froststat™ control (FOS) mounted in the indoor coil circuit or on suction line before equalizer port of TXV and can be activated by opening a field supplied contact installed in series with the FOS.

If this circuit is open before the compressor is started, the compressor will not be allowed to operate. Anytime this circuit is opened during compressor operation, the compressor for that circuit is immediately turned "Off". The compressor will restart when the FOS closes. Froststat™ is standard on YSC036-060G electromechanical control products.

General Information

Discharge Line Temp Switch (DLTS)

The DLTS is looped in series with HPC and LPC. It prevents compressor from overheating (over 300 F° dome temp) in case of indoor fan failure (cooling) or outdoor fan failure (heating).

Smoke Detector Sensor (Optional)

This sensor provides high limit “shutdown” of the unit and requires a manual reset. The sensor is used to detect smoke in the air conditioning or ventilation ducts.

Notes:

- *The supply air smoke detector samples supply air. The return and plenum air smoke detectors sample return air. The smoke detectors are designed to shut off the unit if smoke is sensed. This function is performed by sampling the airflow entering the unit at the return air opening. Follow the instructions provided below to assure that the airflow through the unit is sufficient for adequate sampling. Failure to follow these instructions will prevent the smoke detectors from performing its design function.*
- *Airflow through the unit is affected by the amount of dirt and debris accumulated on the indoor coil and filters. To insure that airflow through the unit is adequate for proper sampling by the return air smoke detector, complete adherence to the maintenance procedures, including recommended intervals between filter changes, and coil cleaning is required.*
- *Periodic checks and maintenance procedures must be performed on the smoke detector to insure that it will function properly. For detailed instructions concerning these checks and procedures, refer to the appropriate section(s) of the smoke detector Installation and Maintenance Instructions provided with the literature package for this unit.*

In order for the supply air smoke detector or return air smoke detector to properly sense smoke in the supply air stream or return air stream, the air velocity entering the smoke detector unit must be between 500 and 4000 feet per minute.

Equipment covered in this manual will develop an airflow velocity that falls within these limits over the entire airflow range specified in the evaporator fan performance tables.

Phase Monitor

This sensor monitors voltage between the 3 conductors of the 3 phase power supply. Two LED lights are provided:

- The green light indicates that a balanced 3 phase supply circuit is properly connected.
- The red light indicates that unit operation has been prevented. There are two conditions that will prevent unit operation:
 - The power supply circuit is not balanced with the proper phase sequence of L1, L2, L3 for the 3 conductors of a 3 phase circuit.
 - The line to line voltage is not between 180 volts and 633 volts.

Single Zone Variable Air Volume / Displacement Ventilation (Optional)

This sensor offers full supply fan modulation across the available airflow range. In addition to full supply fan modulation, the unit controls the discharge air temperature to a varying discharge air temperature setpoint in order to maintain Space Temperature.

Human Interface - 5-inch Color Touchscreen (Optional)

The 5-inch color touchscreen Human Interface provides an intuitive user interface to the rooftop unit that speeds up unit commissioning, shortens unit troubleshooting times, and enhances preventative maintenance measures. The human interface includes several features including:

- Data trending capabilities by means of time series graphs
- Historical alarm messages
- Real-time sensor measurements
- On board system setpoints
- USB port that enables the downloading of component runtime information as well as trended historical sensor data
- Customized reports

Pre-Installation

WARNING

Fiberglass Wool!

Exposure to glass wool fibers without all necessary PPE equipment could result in cancer, respiratory, skin or eye irritation, which could result in death or serious injury. Disturbing the insulation in this product during installation, maintenance or repair will expose you to airborne particles of glass wool fibers and ceramic fibers known to the state of California to cause cancer through inhalation. You **MUST** wear all necessary Personal Protective Equipment (PPE) including gloves, eye protection, a NIOSH approved dust/mist respirator, long sleeves and pants when working with products containing fiberglass wool.

Precautionary Measures:

- Avoid breathing fiberglass dust.
- Use a NIOSH approved dust/mist respirator.
- Avoid contact with the skin or eyes. Wear long-sleeved, loose-fitting clothing, gloves, and eye protection.
- Wash clothes separately from other clothing; rinse washer thoroughly.
- Operations such as sawing, blowing, tear-out, and spraying may generate fiber concentrations requiring additional respiratory protection. Use the appropriate NIOSH approved respirator.

First Aid Measures:

- **Eye Contact** - Flush eyes with water to remove dust. If symptoms persist, seek medical attention.
- **Skin Contact** - Wash affected areas gently with soap and warm water after handling

Precautionary Measures

- Avoid breathing fiberglass dust.
- Use a NIOSH approved dust/mist respirator.
- Avoid contact with the skin or eyes. Wear long-sleeved, loose-fitting clothing, gloves, and eye protection.
- Wash clothes separately from other clothing: rinse washer thoroughly.
- Operations such as sawing, blowing, tear-out, and spraying may generate fiber concentrations requiring additional respiratory protection. Use the appropriate NIOSH approved respiration in these situations.

First Aid Measures

Eye Contact - Flush eyes with water to remove dust. If symptoms persist, seek medical attention.

Skin Contact - Wash affected areas gently with soap and warm water after handling.

Dimensions and Weights

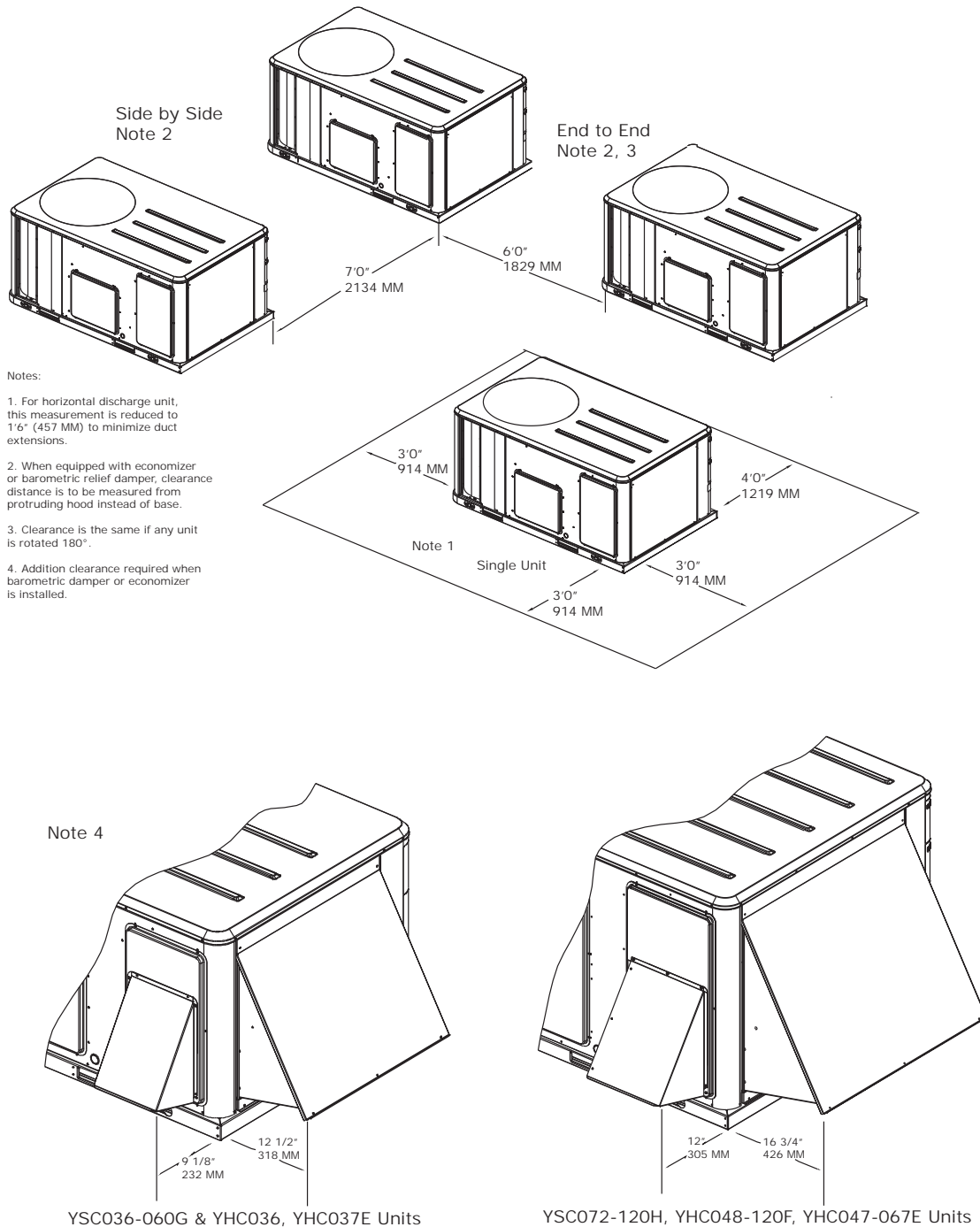
Unit Clearances

Figure 1, p. 18 illustrates the minimum operating and service clearances for either a single or multiple unit installation. These clearances are the minimum distances necessary to assure

adequate serviceability, cataloged unit capacity, and peak operating efficiency.

Providing less than the recommended clearances may result in condenser coil starvation, “short-circuiting” of exhaust and economizer airflows, or recirculation of hot condenser air.

Figure 1. Typical installation clearances for single and multiple unit applications



Dimensions and Weights

⚠ WARNING

Heavy Objects!

Failure to follow instructions below could result in unit dropping which could result in death or serious injury, and equipment or property-only damage. Ensure that all the lifting equipment used is properly rated for the weight of the unit being lifted. Each of the cables (chains or slings), hooks, and shackles used to lift the unit must be capable of supporting the entire weight of the unit. Lifting cables (chains or slings) may not be of the same length. Adjust as necessary for even unit lift.

⚠ WARNING

Improper Unit Lift!

Failure to properly lift unit in a LEVEL position could result in unit dropping and possibly crushing operator/ technician which could result in death or serious injury, and equipment or property-only damage. Test lift unit approximately 24 inches (61 cm) to verify proper center of gravity lift point. To avoid dropping of unit, reposition lifting point if unit is not level.

Figure 2. Corner weights

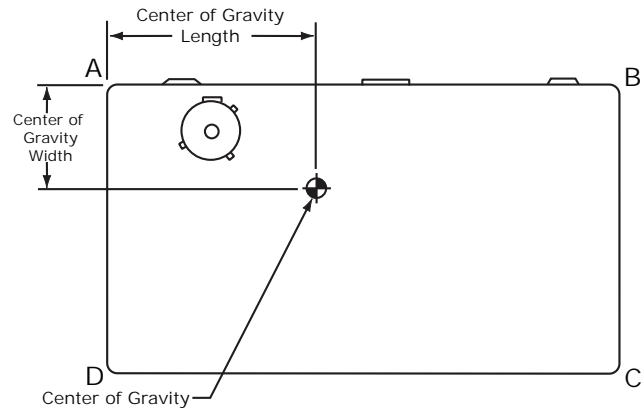


Table 3. Maximum unit and corner weights (lbs) and center of gravity dimensions (in.) - gas/electric models

Tons	Unit Model No.	Maximum Model Weights ^(a)		Corner Weights ^(b)				Center of Gravity (in.)	
		Shipping	Net	A	B	C	D	Length	Width
3	YSC036G	577	472	193	178	45	55	33	9
4	YSC048G	598	492	205	183	46	58	33	9
5	YSC060G	627	522	214	193	52	63	33	10
6	YSC072H	805	710	222	217	121	150	41	22
7.5	YSC090H	925	832	253	225	169	185	42	23
7.5	YSC092H	990	847	265	249	173	160	46	21
8.5	YSC102H	1028	927	300	242	203	182	47	22
10	YSC120H	1156	1058	345	242	258	213	41	23
3	YHC036E	607	532	165	137	95	134	31	19
4	YHC048E	858	763	238	200	148	176	40	23
4	YHC048F	806	711	226	199	144	143	44	22
5	YHC060E	917	822	261	218	156	187	40	22
5	YHC060F	850	755	239	214	152	151	44	21
6	YHC072E	1025	927	296	198	205	228	41	24
6	YHC072F	965	822	250	245	174	153	47	21
6	YHC074F	1114	1016	334	231	248	202	41	23
7.5	YHC092F	1124	1026	340	233	249	204	41	23
8.5	YHC102F	1133	1035	341	236	253	205	49	23
10	YHC120F	1453	1259	356	371	289	242	54	27

(a) Weights are approximate.

(b) Corner weights are given for information only.

Dimensions and Weights

Figure 3. Rigging and center of gravity

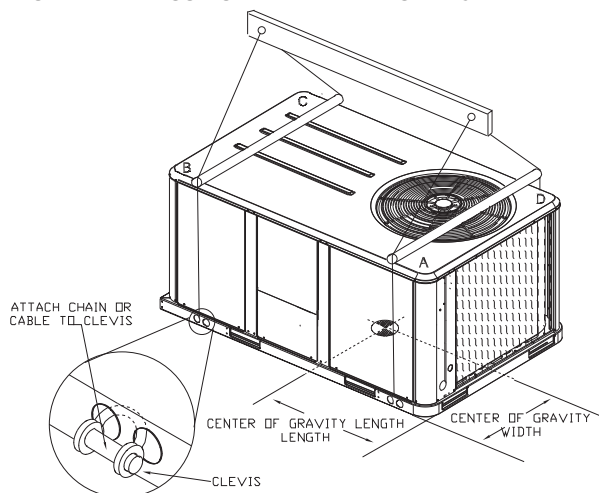


Table 4. Factory installed options (fiops)/accessory net weights (lbs)^{(a),(b)}

Accessory	YSC036G-060G YHC036E, YHC037E	YHC047E-067E YHC048E-060E YHC048F-060F	YSC072H-102H YHC072E/F	YSC120H YHC074F-102F	YHC120F
	Net Weight 3 to 5 Tons	Net Weight 4 to 5 Tons	Net Weight 6 to 8.5 Tons	Net Weight 6, 7.5, 8.5, 10	Net Weight 10
Barometric Relief	7	10	10	10	10
Belt Drive Option (3 phase only)	31	31	—	—	—
Coil Guards	12	20	20	20	30
Economizer	26	36	36	36	36
Electric Heaters ^(c)	15	30	30	44	50
Hinged Doors	10	12	12	12	12
Low Leak Economizer	70	91	91	91	91
Ultra Low NOx Gas Furnace ^(d)	22	22	—	—	—
Manual Outside Air Damper	16	26	26	26	26
Motorized Outside Air Damper	20	30	30	30	30
Novar Control	8	8	8	8	8
Oversized Motor	5	8	8	—	—
Powered Convenience Outlet	38	38	38	38	50
Powered Exhaust	40	40	80	80	80
Reheat Coil	12 ^(e)	14	15	20 ^(f)	30
Roof Curb	61	78	78	78	89
Smoke Detector, Supply	5	5	5	5	5
Smoke Detector, Return	7	7	7	7	7
Stainless Steel Heat Exchanger ^(g)	4	6	6	6	6
Through-the-Base Electrical	8	13	13	13	13
Through-the-Base Gas	5	5	5	5	5
Unit Mounted Circuit Breaker	5	5	5	5	5
Unit Mounted Disconnect	5	5	5	5	5

(a) Weights for options not listed are <5 lbs.

(b) Net weight should be added to unit weight when ordering factory-installed accessories.

(c) Applicable to cooling units only.

(d) Applicable to YHC037E, YHC047E and YHC067E models.

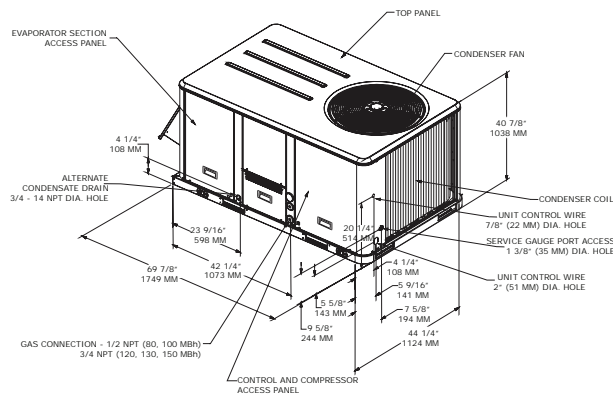
(e) Reheat weight here is only applicable to YHC036E models.

(f) Reheat weight for this value only applicable to 7.5 and 8.5 Ton High Efficiency "F" models.

(g) Applicable to Gas/Electric units only.

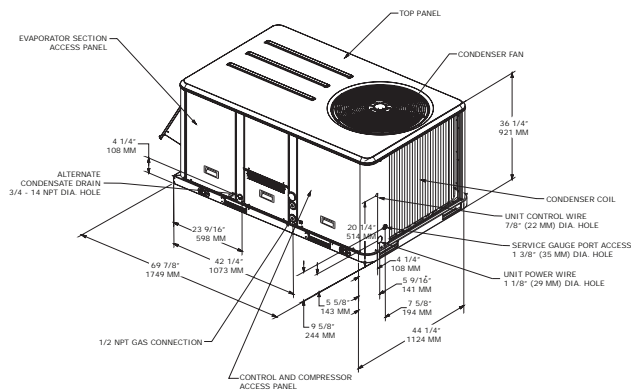
Dimensions and Weights

Figure 4. Cooling and gas/electric - 3 to 5 tons standard efficiency(a),(b)



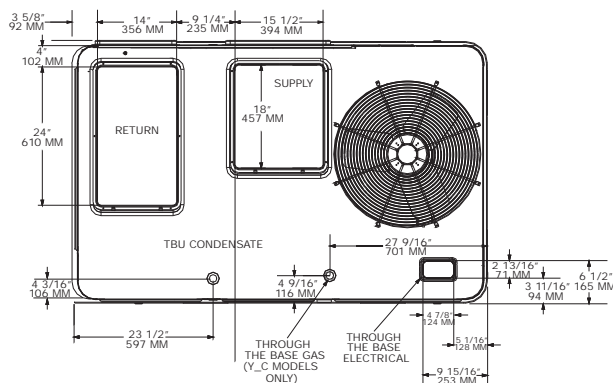
- (a) All dimensions are in inches/millimeters.
 (b) 1/2 NPT or 3/4 NPT gas connection = (Y_C models only); 2\" electrical connection: single point power when heat installed (T_C models only)

Figure 5. Cooling and gas/electric - 3 tons high efficiency(a),(b)



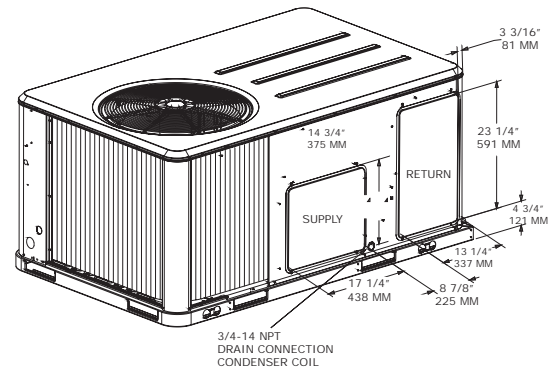
- (a) All dimensions are in inches/millimeters.
 (b) 1/2 NPT gas connection = (Y_C models only); 2\" electrical connection: single point power when heat installed (T_C models only)

Figure 6. Cooling and gas/electric —3 to 5 tons standard efficiency, 3 tons high efficiency downflow airflow supply/return— through-the-base utilities(a)



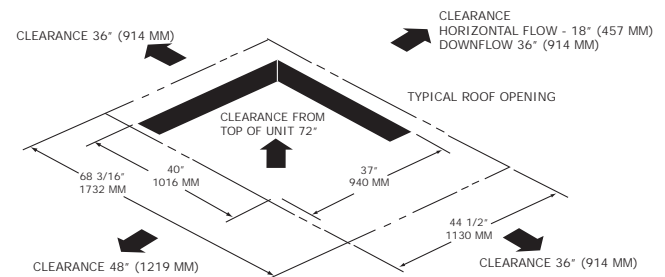
- (a) All dimensions are in inches/millimeters.

Figure 7. Cooling and gas/electric —3 to 5 tons standard efficiency, 3 tons high efficiency— horizontal airflow supply/return(a)



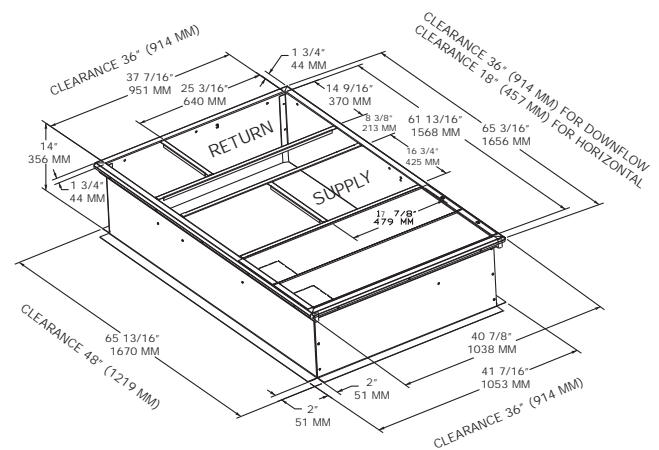
- (a) All dimensions are in inches/millimeters.

Figure 8. Cooling and gas/electric —3 to 5 tons standard efficiency, 3 tons high efficiency— unit clearance and roof opening(a)



- (a) All dimensions are in inches/millimeters.

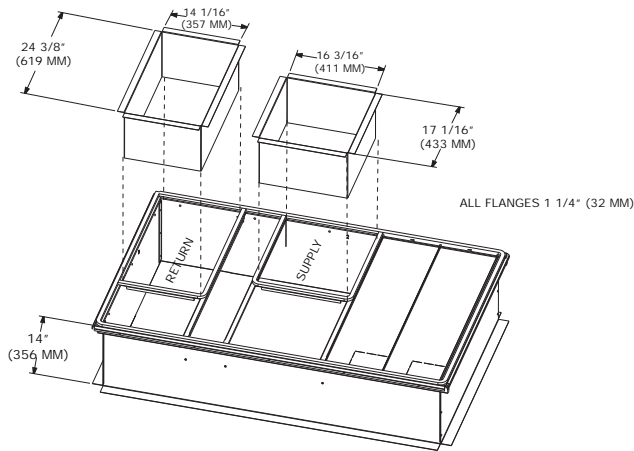
Figure 9. Cooling and gas/electric —3 to 5 tons standard efficiency, 3 tons high efficiency— roof curb(a)



- (a) All dimensions are in inches/millimeters.

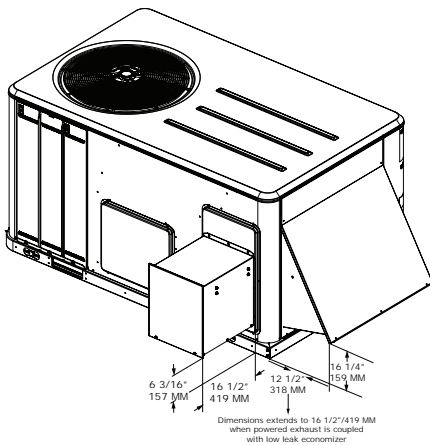
Dimensions and Weights

Figure 10. Cooling and gas/electric —3 to 5 standard efficiency, 3 tons high efficiency — downflow duct connections, field fabricated^(a)



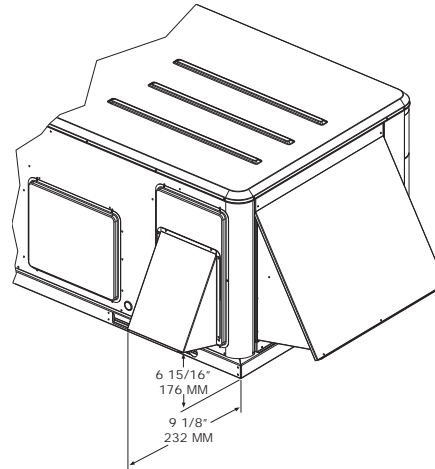
(a) All dimensions are in inches/millimeters.

Figure 11. Cooling and gas/electric —3 to 5 tons standard efficiency, 3 tons high efficiency— economizer, manual or motorized fresh air damper, power exhaust^(a)



(a) All dimensions are in inches/millimeters.

Figure 12. Cooling and gas/electric —3 to 5 tons standard efficiency, 3 tons high efficiency— economizer and barometric relief damper hood^(a)



(a) All dimensions are in inches/millimeters.

Figure 13. Cooling and gas/electric —3 to 5 tons standard efficiency, 3 tons high efficiency— swing diameter for hinged door(s) option

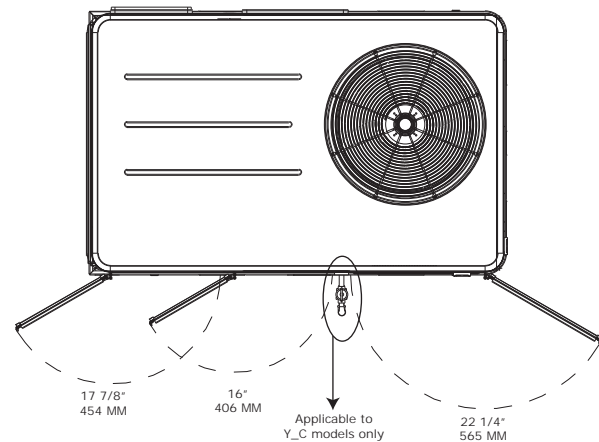
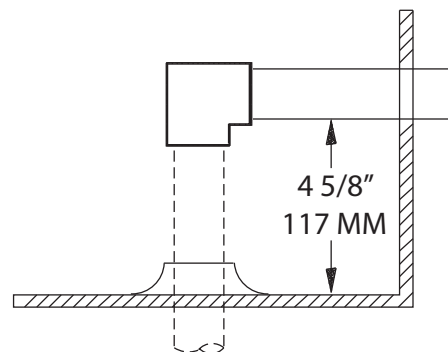


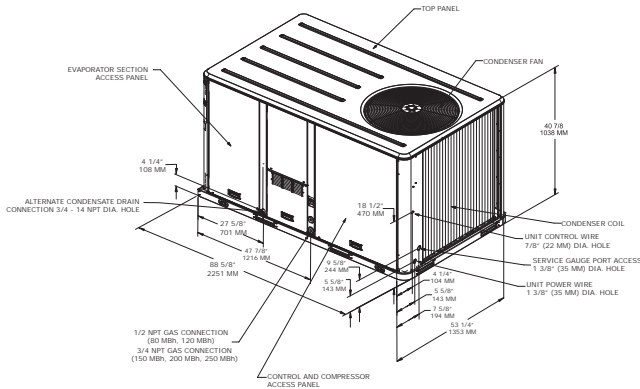
Figure 14. Gas/electric – 3 to 10 tons standard and high efficiency— gas pipe height (Y models only)^{(a),(b)}



Dimensions and Weights

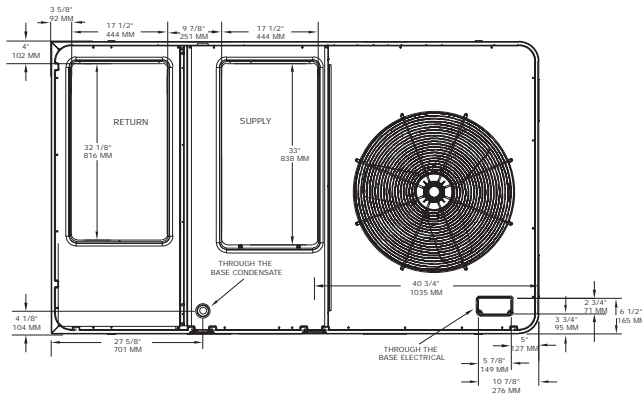
- (a) All dimensions are in inches/millimeters.
 (b) Height of gas pipe required from inside unit base to gas shut off assembly (factory provided)

Figure 15. Cooling and gas/electric —6, 7.5 (single) tons standard efficiency, 4 to 5 tons high efficiency(a)



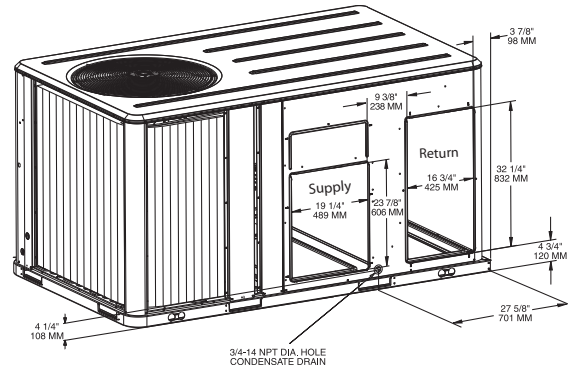
(a) All dimensions are in inches/millimeters.

Figure 16. Cooling and gas/electric - 6 to 10 tons standard efficiency, 4 to 8.5 tons high efficiency - downflow airflow supply/return, through-the-base utilities(a)



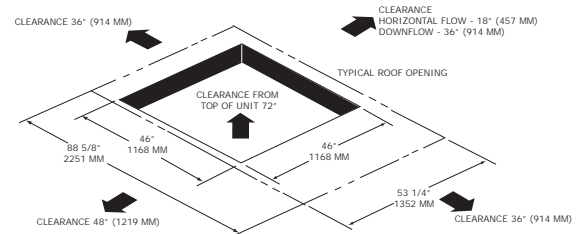
(a) All dimensions are in inches/millimeters.

Figure 17. Cooling and gas/electric — 6 to 10 ton standard efficiency units, 4 to 6 ton high efficiency units, 6(074)-8.5 (microchannel) high efficiency unit—horizontal airflow supply/return(a)



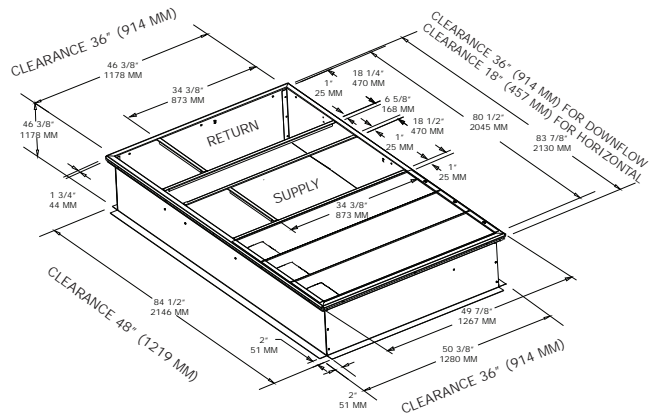
(a) All dimensions are in inches/millimeters.

Figure 18. Cooling and gas/electric —6 to 10 tons standard efficiency, 4 to 8.5 tons high efficiency— unit clearance and roof opening(a)



(a) All dimensions are in inches/millimeters.

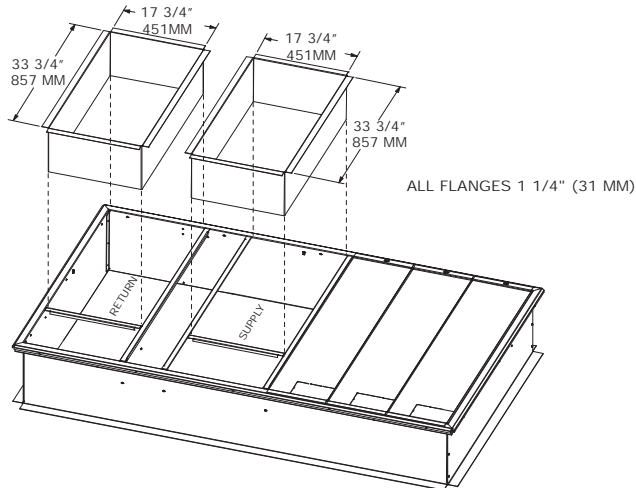
Figure 19. Cooling and gas/electric —6 to 10 tons standard efficiency, 4 to 8.5 tons high efficiency— roof curb(a)



(a) All dimensions are in inches/millimeters.

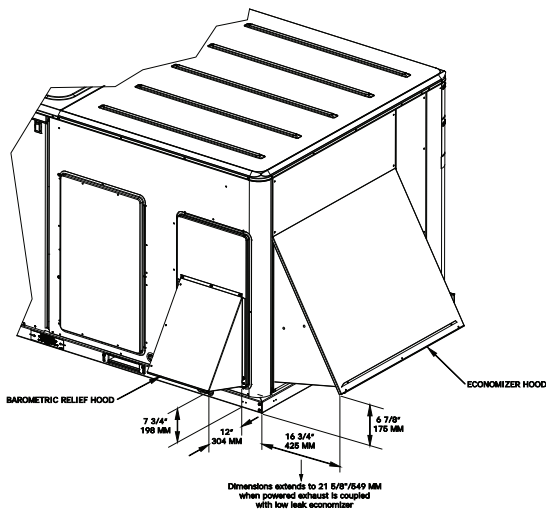
Dimensions and Weights

Figure 20. Cooling and gas/electric —6 to 10 tons standard efficiency, 4 to 10 tons high efficiency— downflow duct connections, field fabricated(a),(b),(c)



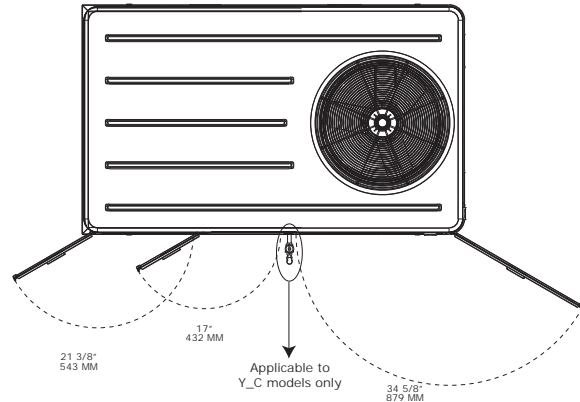
- (a) All dimensions are in inches/millimeters.
 (b) Reference duct clearance to combustible materials in this chapter.
 (c) 1/2 or 3/4 NPT gas connection = (Y_C models only); 2\" electrical connection: single point power when heat installed (T_C models only)

Figure 21. Cooling and gas/electric —6 to 10 tons standard efficiency, 4 to 10 tons high efficiency— economizer, manual or motorized fresh air damper(a)



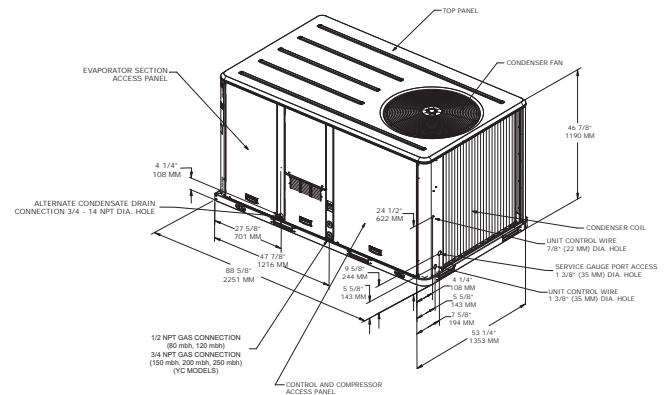
- (a) All dimensions are in inches/millimeters.

Figure 22. Cooling and gas/electric —6 to 10 tons standard efficiency, 4 to 8.5 tons high efficiency— swing diameter for hinged door(s) option(a)



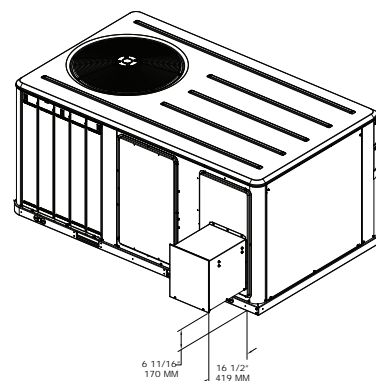
- (a) All dimensions are in inches/millimeters.

Figure 23. Cooling and gas/electric —7.5 (dual compressor) to 10 tons standard efficiency, 6 to 8.5 tons high efficiency(a)



- (a) All dimensions are in inches/millimeters.

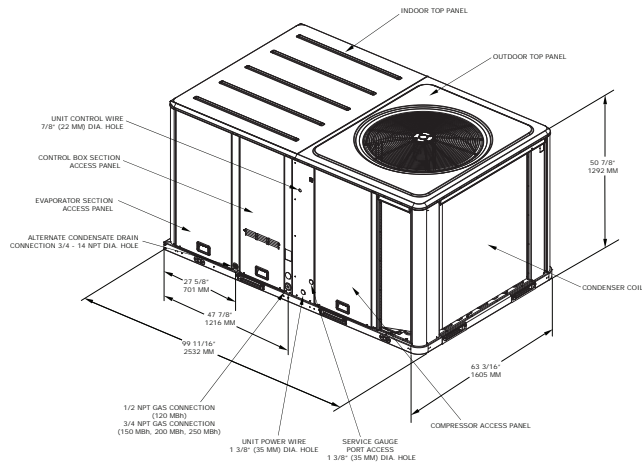
Figure 24. Cooling and gas/electric —7.5 (dual compressor) to 10 tons standard efficiency, 6 to 8.5 tons high efficiency— power exhaust(a)



- (a) All dimensions are in inches/millimeters.

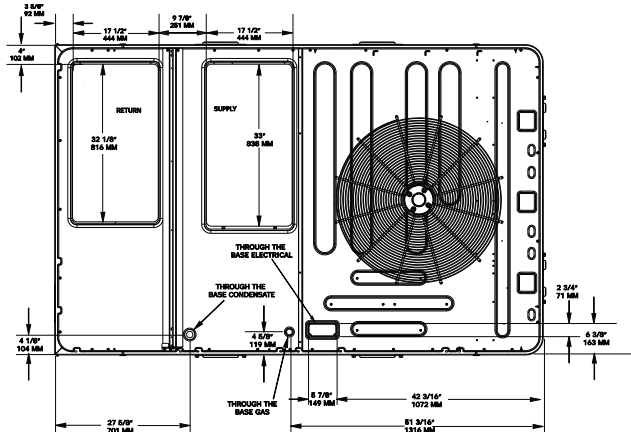
Dimensions and Weights

Figure 25. Cooling and gas/electric —10 tons high efficiency(a)



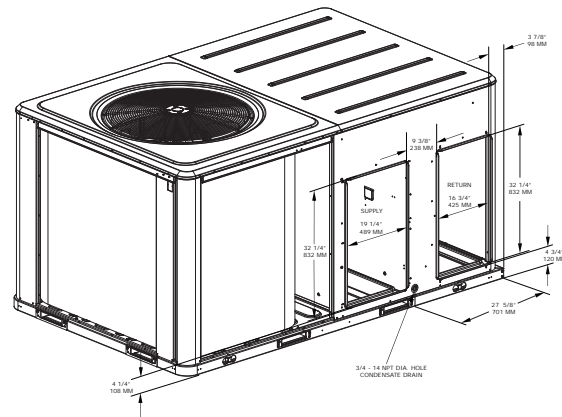
(a) All dimensions are in inches/millimeters.

Figure 26. Cooling and gas/electric —10 tons high efficiency— downflow airflow supply/return, through-the-base utilities(a)



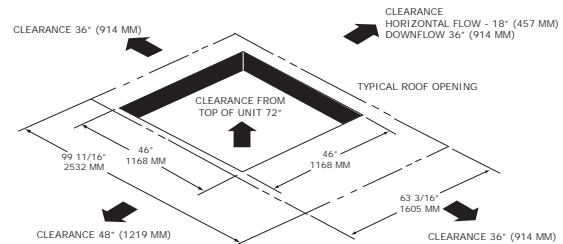
(a) All dimensions are in inches/millimeters.

Figure 27. Cooling and gas/electric —10 tons high efficiency— horizontal airflow, supply and return(a)



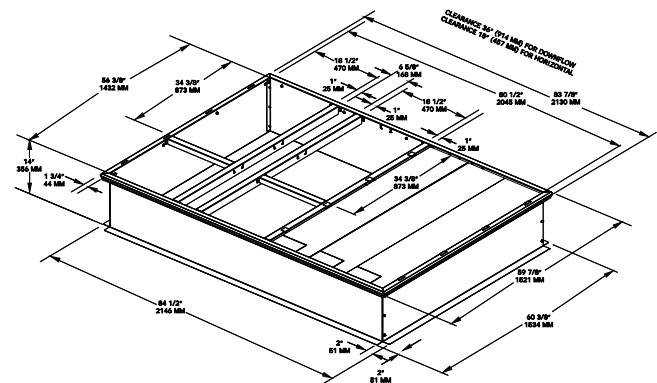
(a) All dimensions are in inches/millimeters.

Figure 28. Cooling and gas/electric —10 tons high efficiency— unit clearance and roof opening(a)



(a) All dimensions are in inches/millimeters.

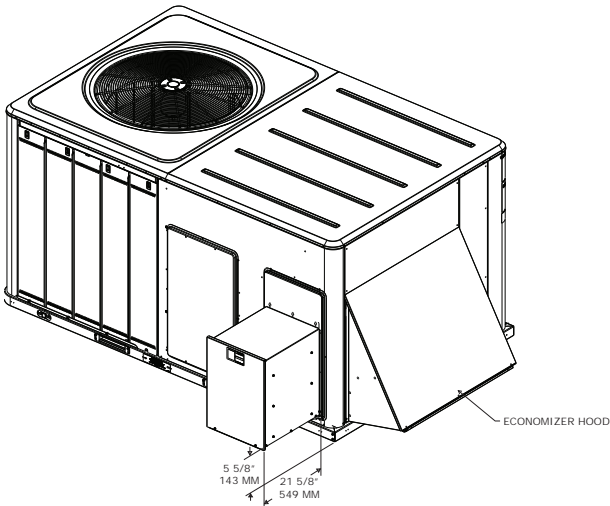
Figure 29. Cooling and gas/electric —10 tons high efficiency— roof curb(a)



(a) All dimensions are in inches/millimeters.

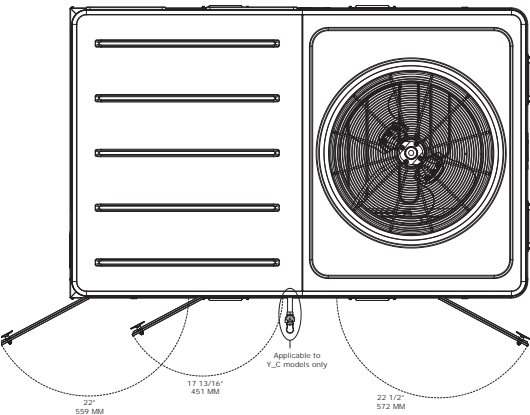
Dimensions and Weights

Figure 30. Cooling and gas/electric —10 tons high efficiency— power exhaust^(a)



(a) All dimensions are in inches/millimeters.

Figure 31. Cooling and gas/electric —10 tons high efficiency— swing diameter for hinged door(s) option^(a)



(a) All dimensions are in inches/millimeters.

Installation

Foundation

⚠ WARNING

Heavy Objects!

Failure to follow instructions below could result in unit dropping which could result in death or serious injury, and equipment or property-only damage. Ensure that all the lifting equipment used is properly rated for the weight of the unit being lifted. Each of the cables (chains or slings), hooks, and shackles used to lift the unit must be capable of supporting the entire weight of the unit. Lifting cables (chains or slings) may not be of the same length. Adjust as necessary for even unit lift.

NOTICE

Roof Damage!

System contains oil and refrigerant under high pressure. Roofs should be protected from exposure to oils and refrigerant in the system. If rooftop is not protected, damage to the roof may occur.

Important: Refer to local building codes for proper installation. All installation must comply with local building codes.

Horizontal Units

If the unit is installed at ground level, elevate it above the snow line. Provide concrete footings at each support location with a "full perimeter" support structure or a slab foundation for support. Refer to the weights information in the Dimensions and Weights chapter for the unit's operating and point loading weights when constructing a footing foundation.

If anchoring is required, anchor the unit to the slab using hold down bolts or isolators. Isolators should be installed to minimize the transmission of vibrations into the building.

⚠ WARNING

Risk of Roof Collapsing!

Failure to ensure proper structural roof support could cause the roof to collapse, which could result in death or serious injury and property damage. Confirm with a structural engineer that the roof structure is strong enough to support the combined weight of the roofcurb and the unit, and any accessories. Refer to the weights section for typical unit and curb weights.

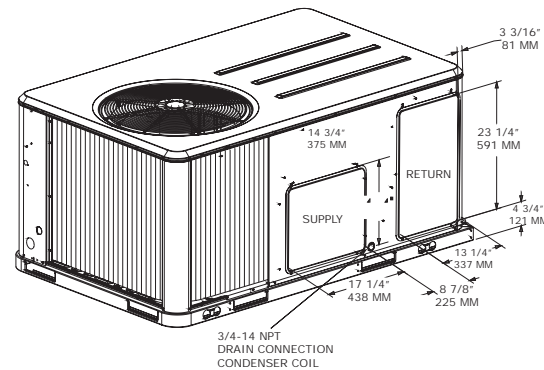
For rooftop applications, ensure the roof is strong enough to support the combined unit and support structural weight. Refer to maximum unit and corner weights (center of gravity) dimensions in the Dimensions and Weights section for the unit operating weights. If anchoring is required, anchor the unit to the roof with hold-down bolts or isolators.

Check with a roofing contractor for proper waterproofing procedures.

Ductwork

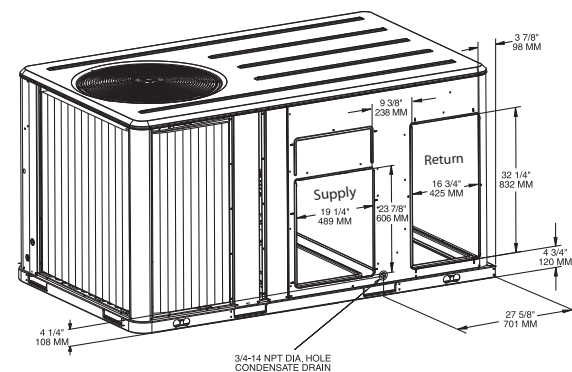
Supply and return air openings as viewed from the rear of the unit are shown in the following drawings.

Figure 32. Cooling and gas/electric – 3 to 5 tons standard efficiency, 3 tons high efficiency – horizontal airflow supply/return(a)



(a) All dimensions are in inches/millimeters.

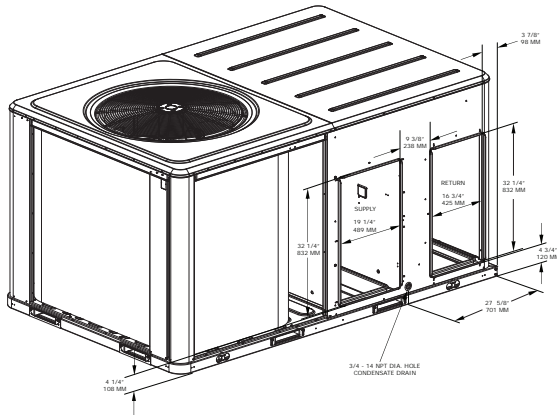
Figure 33. Cooling and gas/electric – 6-10 ton standard efficiency units, 4 to 6 ton high efficiency units, 6(074)-8.5 (Microchannel) high efficiency unit – horizontal airflow supply/return(a)



(a) All dimensions are in inches/millimeters.

Installation

Figure 34. Cooling and gas/electric – 10 tons high efficiency – horizontal airflow, supply and return^(a)



(a) All dimensions are in inches/millimeters.

Supply and return air openings as viewed from a downflow configuration are shown in the following drawings.

Elbows with turning vanes or splitters are recommended to minimize air noise due to turbulence and to reduce static pressure.

When attaching the ductwork to the unit, provide a water tight flexible connector at the unit to prevent operating sounds from transmitting through the ductwork.

All outdoor ductwork between the unit and the structure should be weather proofed after installation is completed.

Figure 35. 3 to 5 ton standard efficiency units and 3 ton high efficiency units - downflow supply and return air openings w/ through-the-base utilities

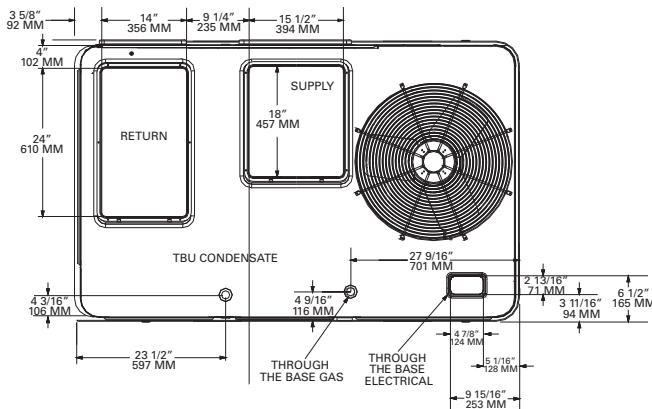


Figure 36. 4 to 6 ton high efficiency units, 6(074)-8.5 (Microchannel) high efficiency units and 6 to 10 ton standard efficiency units - down flow supply and return air openings w/ through-the-base utilities

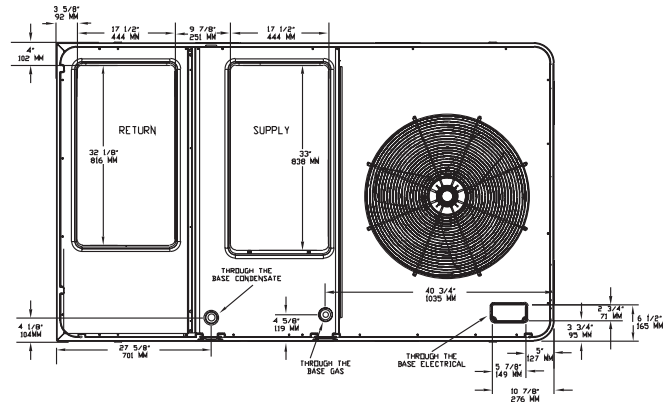
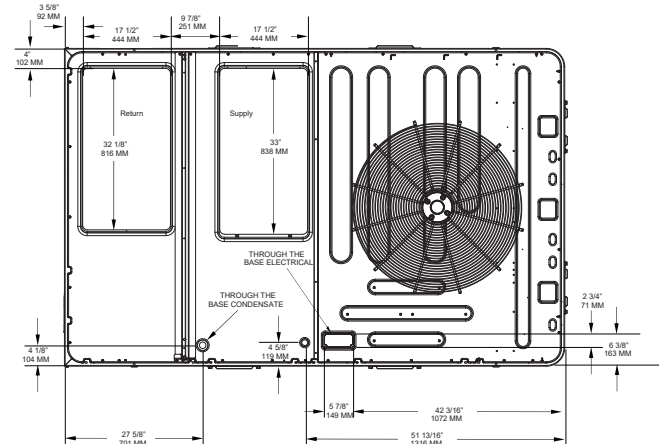


Figure 37. 10 ton high efficiency unit - downflow supply and return air openings w/ through-the-base utilities



Roof Curb

Downflow

The roof curbs for these units consists of a “full perimeter” enclosure to support the unit just inside of the unit base rail. The 10 ton high efficiency units contain a support base alignment rail and will extend past the end of the roof curb as shown in figures below.

Before installing any roof curb, verify;

- It is the correct curb for the unit,
- It includes the necessary gaskets and hardware,
- The installation location provides the required clearance for proper operation,
- The curb is level and square. The top surface of the curb must be true to assure an adequate curb-to-unit seal.

Installation

⚠ WARNING

Combustible Materials!

Failure to maintain proper clearance between the unit and combustible materials could cause a fire which could result in death, serious injury, or property damage. Refer to unit nameplate and installation instructions for proper clearances.

Verify that appropriate materials were used in the construction of roof and ductwork. Combustible materials should not be used in the construction of ductwork or roof curb that is in close proximity to heater elements or any hot surface. Any combustible material on the inside of the unit base should be removed and replaced with appropriate material.

Step-by-step curb assembly and installation instructions ship with each accessory roof curb kit. Follow the instructions carefully to assure proper fit-up when the unit is set into place.

Note: To assure proper condensate flow during operation, as well as proper operation of the condensate overflow switch (if equipped), the unit and curb must be level.

If the unit is elevated, a field constructed catwalk around the unit is strongly recommended to provide easy access for unit maintenance and service.

Recommendations for installing the Supply Air and Return Air ductwork joining the roof curb are included in the curb instruction booklet. Curb ductwork must be fabricated and installed by the installing contractor before the unit is set into place.

Note: For sound consideration, cut only the holes in the roof deck for the ductwork penetrations. Do not cut out the entire roof deck within the curb perimeter.

Figure 38. View for base to roof curb alignment
YHC120F on 50" x 84" roof curb

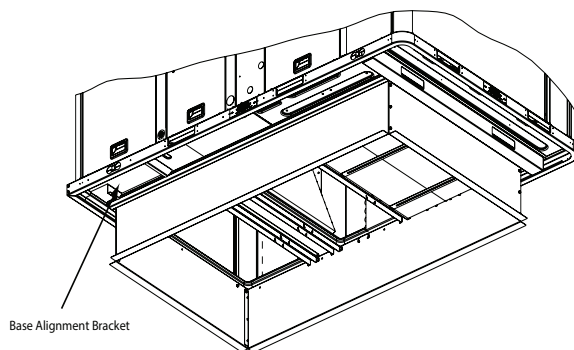
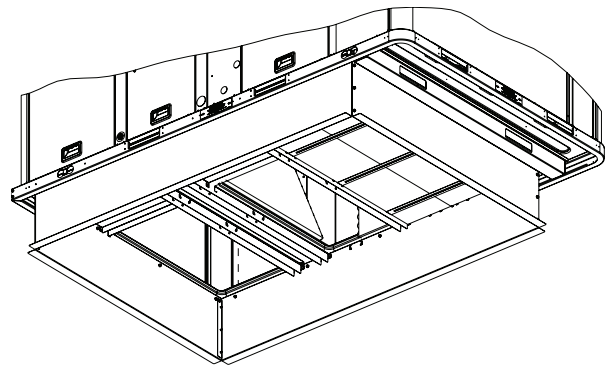


Figure 39. View for base to roof curb alignment
YHC120F on 60" x 84" roof curb



If a Curb Accessory Kit is not used:

- The ductwork can be attached directly to the factory-provided flanges around the unit's supply and return air openings. Be sure to use flexible duct connections at the unit.
- For "built-up" curbs supplied by others, gaskets must be installed around the curb perimeter flange and the supply and return air opening flanges.

Rigging

⚠ WARNING

Heavy Objects!

Failure to follow instructions below could result in unit dropping which could result in death or serious injury, and equipment or property-only damage. Ensure that all the lifting equipment used is properly rated for the weight of the unit being lifted. Each of the cables (chains or slings), hooks, and shackles used to lift the unit must be capable of supporting the entire weight of the unit. Lifting cables (chains or slings) may not be of the same length. Adjust as necessary for even unit lift.

A rigging illustration and center-of-gravity dimensional data table is shown in the weights section. Refer to the typical unit operating weights table before proceeding.

1. Remove all drill screws fastening wood protection to metal base rail. Remove all screws securing wooden protection to wooden top crate.
2. Remove Wooden Top Crate.

⚠ WARNING

Improper Unit Lift!

Failure to properly lift unit in a LEVEL position could result in unit dropping and possibly crushing operator/technician which could result in death or serious injury, and equipment or property-only damage. Test lift unit approximately 24 inches (61 cm) to verify proper center of gravity lift point. To avoid dropping of unit, reposition lifting point if unit is not level.

Installation

3. Rig the unit as shown in the weights section. Attach adequate strength lifting slings to all four lifting brackets in the unit base rail. Do not use cables, chains, or slings except as shown.
4. Install a lifting bar, as shown in the weights section to protect the unit and to facilitate a uniform lift. The minimum distance between the lifting hook and the top of the unit should be 7 feet.
5. Test-lift the unit to ensure it is properly rigged and balanced, make any necessary rigging adjustments.

Figure 40. Fork pockets - all units except 10 ton high efficiency units

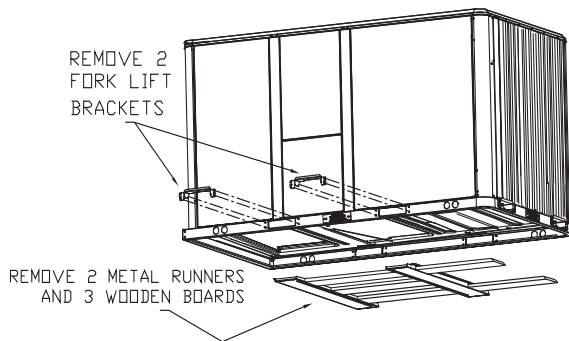
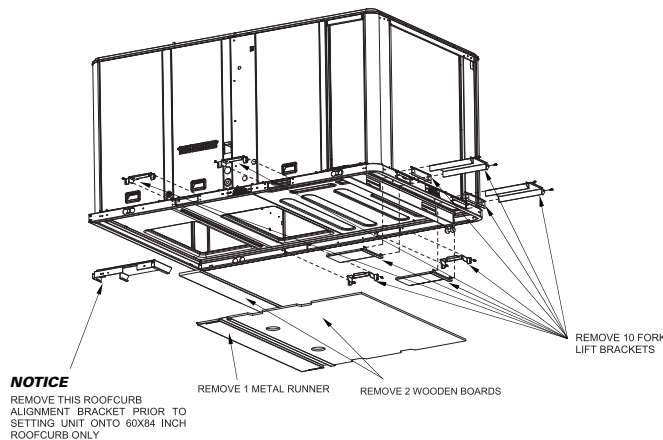


Figure 41. Fork pockets - 10 ton high efficiency unit



6. Lift the unit enough to allow the removal of base fork pocket protection components as shown in the following figures.
7. When 10 ton high efficiency units are installed on smaller existing roof curb (50"x 84") for replacement applications, do not remove alignment bracket. This bracket helps assure proper alignment of duct openings.
8. Downflow units; align the base rail of the unit with the curb rail while lowering the unit onto the curb. Make sure that the gasket on the curb is not damaged while positioning the unit.

General Unit Requirements

The checklist listed below is a summary of the steps required to successfully install a commercial unit. This checklist is

intended to acquaint the installing personnel with what is required in the installation process. It does not replace the detailed instructions called out in the applicable sections of this manual.

- Check the unit for shipping damage and material shortage; file a freight claim and notify appropriate sales representative.
- Verify correct model, options and voltage from unit nameplate.
- Verify that the installation location of the unit will provide the required clearance for proper operation.
- Assemble and install the roof curb (if applicable). Refer to the latest edition of the curb installers guide that ships with each curb kit.
- Fabricate and install ductwork; secure ductwork to curb.
- Install pitch pocket for power supply through building roof. (If applicable)
- Rigging the unit.
- Set the unit onto the curb; check for levelness.
- Ensure unit-to-curb seal is tight and without buckles or cracks.
- Install and connect a condensate drain line to the evaporator drain connection.

Note: Condensate Overflow Switch (if equipped) will not work if unit is not leveled properly.

Factory Installed Economizer

- Ensure the economizer has been pulled out into the operating position. Refer to the economizer installation guide for proper position and setup.
- Install all access panels.

Temperature Limit Switch Usage for Gas Heat Units

Units are factory shipped in the downflow discharge configuration but can be field converted to a horizontal discharge configuration. Some, but not all units require a different TCO1 limit switch, which is attached to the combustion blower motor if horizontal discharge configuration is used.

If any of the units are installed in the downflow discharge configuration and have the alternate TCO1 limit switch provided, remove the additional TCO1 limit switch from the combustion blower motor and discard.

Table 5. TCO1 tripping values

Unit Model - 6 to 10 Ton Standard Efficiency	TCO1 Tripping Values - Downflow/ Horizontal
YSC072H**(M,Y)	155F/170F
YSC072H**(L,X)	170F
YSC072H**(H,Z)	145F/155F
YSC090H**(L,X)	180F/200F
YSC090H**(M,Y)	155F

Installation

Table 5. TC01 tripping values (continued)

Unit Model - 6 to 10 Ton Standard Efficiency	TC01 Tripping Values - Downflow/ Horizontal
YSC090H**(H,Z)	155F
YSC092H**(L,X) ^(a)	200F/220F
YSC092H**(L,X) ^(b)	225F
YSC092H**(M,Y) ^(a)	230F
YSC092H**(M,Y) ^(b)	190F/225F
YSC092H**(H,Z) ^(a)	220F/260F
YSC092H**(H,Z) ^(b)	220F/260F
YSC102H**(L,X) ^(a)	200F/220F
YSC102H**(L,X) ^(b)	225F
YSC102H**(M,Y) ^(a)	230F
YSC102H**(M,Y) ^(b)	190F/225F
YSC102H**(H,Z) ^(a)	220F/260F
YSC102H**(H,Z) ^(b)	220F/260F
YSC120H**(L,X)	190F/225F
YSC120H**(M,Y)	200F
YSC120H**(H,Z)	150F/210F

(a) Digit 15 = 0,1

(b) Digit 15 = 6,7

Table 6. TC01 tripping values^{(a),(b)}

Unit Model - High Efficiency 15 SEER	TC01 Tripping Values - Downflow/ Horizontal
YHC036E**(L,X)-DD	180F
YHC036E**(L,X)-BD	170F
YHC036E1*(M,Y)-DD YHC036E(3,4,W)*(M,Y)-DD	190F 170F/190F
YHC036E**(M,Y)-BD	180F/190F
YHC036E1*(H,Z)-DD YHC036E(3,4,W)*(H,Z)-DD	190F/220F 170F/190F
YHC036E**(H,Z)-BD	155F/190F
YHC048F1*(L,X)-DD YHC048E/F(3,4,W)*(L,X)-DD	170F/155F 145F/155F
YHC048E/F**(L,X)-BD	155F
YHC048F1*(M,Y)-DD YHC048E/F(3,4,W)*(M,Y)-DD	140F 150F/170F
YHC048E/F**(M,Y)-BD	170F/180F
YHC048F1*(H,Z)-DD YHC048E/F(3,4,W)*(H,Z)-DD	180F/200F 220F
YHC048E/F**(H,Z)-BD	220F/260F
YHC060F1*(L,X)-DD YHC060E/F(3,4,W)*(L,X)-DD	155F 140F
YHC060E/F**(L,X)-BD	155F/145F
YHC060F1*(M,Y)-DD YHC060E/F(3,4,W)*(M,Y)-DD	140F/150F 145F/170F
YHC060E/F**(M,Y)-BD	170F
YHC060F1*(H,Z)-DD YHC060E/F(3,4,W)*(H,Z)-DD	180F 190F/220F
YHC060E/F**(H,Z)-BD	220F/230F
YHC072E/F**(L,X)	200F
YHC072E/F**(M,Y)	220F
YHC072E/F**(H,Z)	210F
YHC074F**(L,X)	170F

Table 6. TC01 tripping values^{(a),(b)} (continued)

Unit Model - High Efficiency 15 SEER	TC01 Tripping Values - Downflow/ Horizontal
YHC074F**(M,Y)	180F/190F
YHC074F**(H,Z)	180F/230F
YHC092F**(L,X)	200F/220F
YHC092F**(M,Y)	190F/225F
YHC092F**(H,Z)	200F
YHC102F**(L,X)	200F/220F
YHC102F**(M,Y)	190F/225F
YHC102F**(H,Z)	200F
YHC120F**(L,X)	170F/200F
YHC120F**(M,Y)	170F/190F
YHC120F**(H,Z)	170F

(a) BD= Belt drive ID motor

(b) DD= Direct drive ID motor

Table 7. TC01 tripping values

Unit Model - High Efficiency 17 Plus	TC01 Tripping Values - Downflow/ Horizontal
YHC037*** (L,X)	190F
YHC037*** (M,Y)	170F/220F
YHC037*** (H,Z)	220F
YHC047*** (L,X)	145F/155F
YHC047*** (M,Y)	170F
YHC047*** (H,Z)	220F
YHC067*** (L,X)	140F
YHC067*** (M,Y)	170F
YHC067*** (H,Z)	170F

Table 8. TC01 tripping values

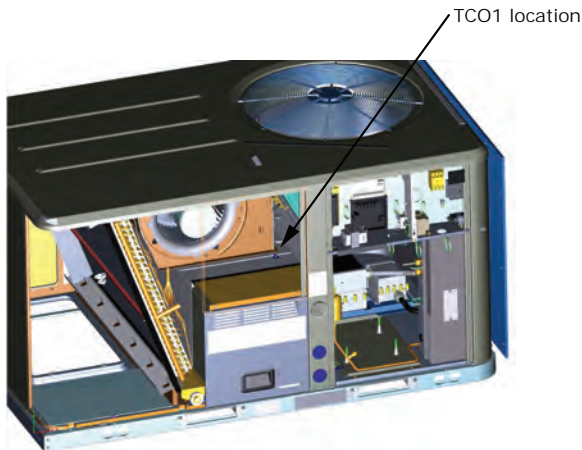
Unit Model - 3 to 5 Ton Standard Efficiency - MCH	Standard Motor TC01 Tripping Values Downflow/ Horizontal	Oversized Motor TC01 Tripping Values Downflow/Horizontal
YSC036G**(L,X)B	170F	170F
YSC036G**(M,Y)B	170F	170F/155F
YSC036G**(H,Z)B	150F	150F
YSC048G**(L,X)B	170F	155F
YSC048G**(M,Y)B	170F	170F/155F
YSC048G**(H,Z)B	150F	150F
YSC060**(L,X)B	170F	155F
YSC060**(M,Y)B	155F	155F
YSC060**(H,Z)B	150F	150F

Installation

Table 9. TCO1 tripping values for units with low NOx gas furnace option (digit 34 = A)

Unit Model - High Efficiency	TCO1 Tripping Values Downflow / Horizontal
YHC037***X and Digit 34 = A	190F
YHC047***X and Digit 34 = A	170F
YHC047***Y and Digit 34 = A	190F
YHC067***X and Digit 34 = A	170F
YHC067***Y and Digit 34 = A	190F

Figure 42. TCO1 location for low NOx gas furnace



TCO1 Instructions for Low NOx Gas Furnace Option

For units equipped with the low NOx gas furnace option, the TCO1 is located behind the indoor fan access panel mounted on the top of the heat exchanger wrapper. See the below figure for TCO1 location.

All the TCO1 tripping values on these units have the same trippoint for Downflow and Horizontal configurations so there is no need to make any changes.

Horizontal Discharge Conversion (3 to 5 Ton Units)

Note: 3 to 5 ton units supply cover to supply opening and return cover to return opening.

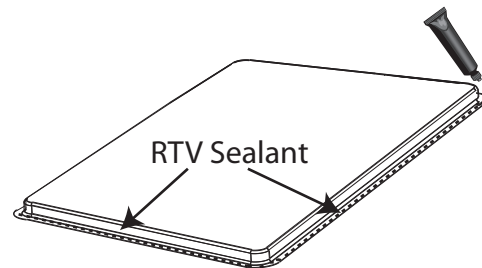
Supplies needed by installer for conversion: 3 oz. tube of high temperature RTV sealant. (500°F / 260°C: similar to Dow Corning 736)

Important: Failure to use recommended sealant could result in unit performance loss.

If a unit is to be converted to a horizontal discharge, the following conversion must be performed:

1. Remove RETURN and SUPPLY duct covers.
2. Locate supply cover. Apply ¼ in. (6mm.) continuous bead of 500°F RTV sealant to the flange as shown.

Figure 43. Duct cover

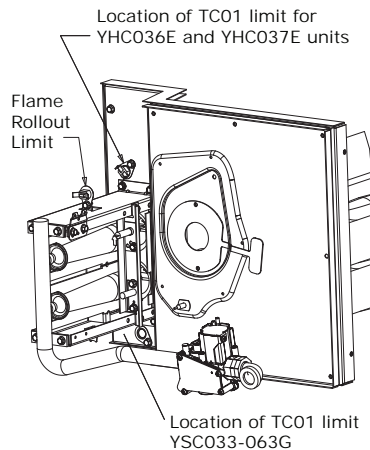


3. Position duct cover as shown, rotate 90 degrees to allow entrance into supply opening.
4. Slide duct covers into duct openings until inward edge of duct cover engages with the 2 retaining clips on the duct flanges. Secure the outward edge of each duct cover with 2 screws.
5. Slide RETURN DUCT COVER (insulation side up) into supply opening until inward edge of duct cover engages with the 2 retaining clips on the duct flange. Secure outward edge of the duct cover with two screws.
6. After completing installation of the duct covers for horizontal discharge, proceed to TCO1 instructions.

TCO1 Instructions

If the unit being installed has a different TCO1 value (refer to previous tables), the limit control TCO1 must be replaced with the extra limit control shipped in the heater compartment. Replace TCO1 following the instructions in steps 1 through 3 below. If the unit being installed does not correspond to any in the following list, skip steps 1 through 3 and go on to next step in the installation process.

Figure 44. TCO1 location (YHC036E, YHC037E)



⚠ WARNING

Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. Verify that no power is present with a voltmeter.

1. Remove the heat section access panel.
2. Remove TCO1 from shipping location, attached to the combustion blower.
3. Replace and discard the existing TCO1 originally installed at the factory for down flow operation with the TCO1 shipped attached to the combustion blower for horizontal operation.
4. Replace heat section access panel.

Horizontal Discharge Conversion (6 to 10 Ton Units)

Note: 6 to 10 ton units the supply cover to return opening and return cover to supply opening.

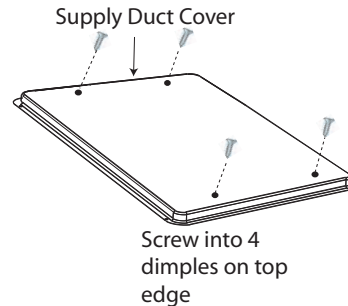
Supplies Needed by Installer for Conversion: 3 oz. tube of high Temperature RTV sealant (500°F / 260°C: Similar to Dow Corning 736).

Important: Failure to use recommended sealant could result in unit performance loss.

If a unit is to be converted to a Horizontal discharge, the following conversion must be performed:

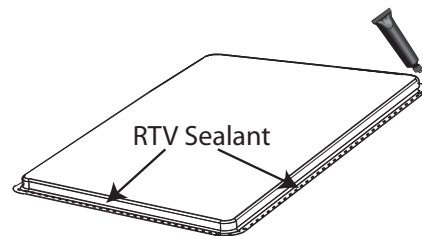
1. Remove RETURN and SUPPLY duct covers.
2. Place SUPPLY DUCT COVER over down-flow return opening. (insulation side down)
3. Using self-drilling screws, (or screws removed from duct cover), screw through dimples to attach DUCT COVER to base.

Figure 45. Duct cover



4. On original RETURN DUCT COVER, apply 1/4" (6mm.) continuous bead of 500°F RTV sealant around flange (opposite insulation side), as shown.

Figure 46. Duct cover



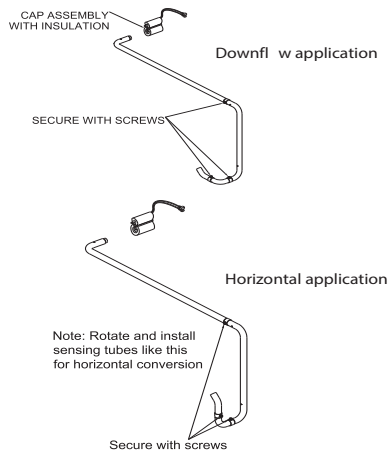
5. Slide RETURN DUCT COVER (insulation side up) into supply opening until inward edge of duct cover engages with the 2 retaining clips on the duct flange. Secure outward edge of the duct cover with two screws.

Notes:

- If unit is equipped with Return Air Smoke Detector, refer to field conversion instructions for horizontal discharge before installing return air duct.
- If unit is equipped with Discharge Air Sensing option refer to the following figure for proper tube positioning based on unit tonnage.

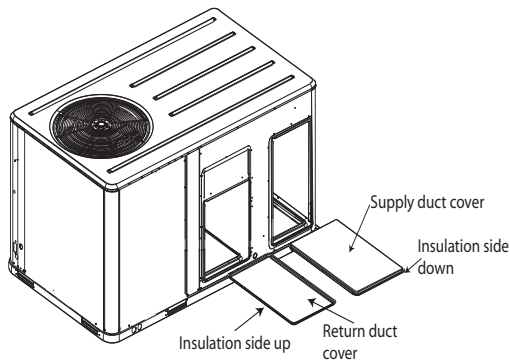
Installation

Figure 47. For YSC120H*R and YHC074F, 092F, 102F models



6. After completing installation of the duct covers for horizontal discharge, proceed to TCO1 instructions.

Figure 48. Supply and return covers



TCO1 Instructions

If the unit being installed is listed in the following list, the limit control TCO1 must be replaced with the extra limit control shipped in the heater compartment. Replace TCO1 following the instructions in steps 1 through 3 below. If the unit being installed does not correspond to any in the following list, skip steps 1 through 3 and go on to next step in the installation process.

Unit Model Number

YSC072H**(H,Z), YSC092H**(M,Y), YSC092H**(H,Z),
YSC102H**(M,Y), YSC102H**(H,Z), YSC120H**(L,X),
YSC120H**(H,Z), YSC090H**(L,X), YHC074F**(M,Y),
YHC074F**(H,Z), YHC092F**(M,Y), YHC102F**(M,Y),
YHC120F**(L,X), YHC120F**(H,Z).

⚠ WARNING

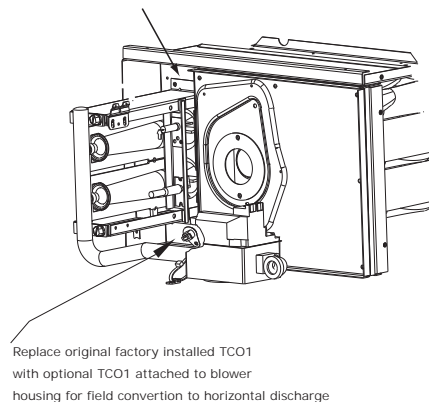
Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. Verify that no power is present with a voltmeter.

1. Remove the heat section access panel.
2. Remove TCO1 from shipping location, attached to the combustion blower.
3. Replace and discard the existing TCO1 originally installed at the factory for down flow operation with the TCO1 shipped attached to the combustion blower for horizontal operation.
4. Replace heat section access panel.

Figure 49. TCO1 location (YHC120F)

TCO1 limit is located above the burner on the YHC120F models



Return Air Smoke Detector

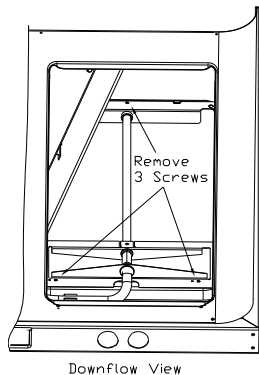
The factory installed Return Air Smoke Detector is installed in the downflow discharge position. No additional field setup is required.

If a unit is to be converted to horizontal discharge, the following conversion must be performed:

1. If the unit has an economizer, it must be pulled out in the operating position.
2. Remove the 3 screws from the mounting brackets. Refer to downflow view for screws locations.

Installation

Figure 50. Downflow view



3. Lift the tube and bracket from the downflow duct opening. Rotate the tube and bracket assembly 180 degrees ensuring that the holes on the copper sensing tube face away from the unit and face the return air ductwork. For screw location, reference the following two figures.

Figure 51. Horizontal view 1

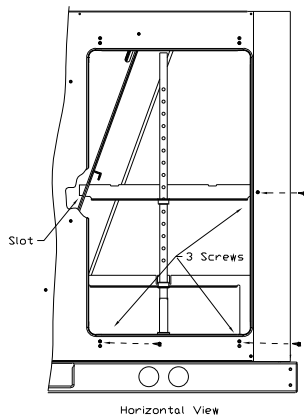
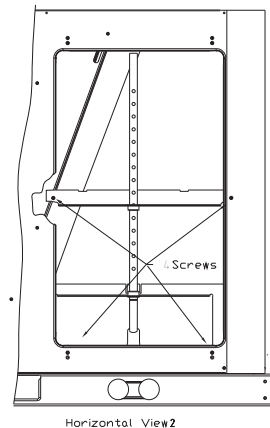


Figure 52. Horizontal view 2



Note: Check to insure that the flexible tubing lies flat on the base pan surface.

4. Slide the top bracket down the copper sensing tube. For YSC036G-060, and YHC036-037E units insert the tab on

the left side into the slot on the indoor coil block off and secure the right side of the bracket with one of the 3 screws removed in step 2. Refer to [Figure 51, p. 35](#). For YHC047E-067E, YHC048E/F-060E/F, YSC072H-120H and YHC(072E/F, 074F-120F) units secure the tab on left side to the indoor coil block off with one of the screws removed in step 2 and secure the right side of the bracket with one of the screws removed from the access panel. Refer to [Figure 52, p. 35](#).

5. Using the remaining 2 screws removed in step 2, secure the bottom bracket. Refer to [Figure 51, p. 35](#).

Note: Larger diameter holes on bottom bracket line up with the dimples on the rear panel. The smaller diameter holes line up with the screw holes in the rear panel.

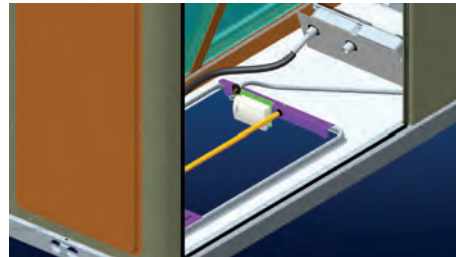
Air-Fi® Wireless Communication Interface

The factory installed wireless communications interface is installed in the downflow discharge position.

If a unit is to be converted to horizontal discharge, the following conversion must be performed:

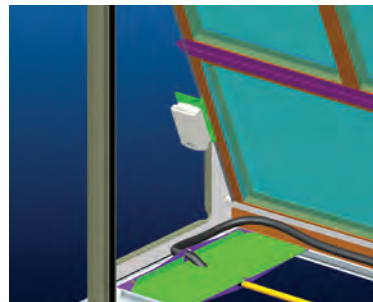
1. If the unit has an economizer, it must be pulled out in the operating position.
2. Remove the screw from the mounting bracket. Refer to downflow view for screw and bracket location.

Figure 53. Wireless communication interface - downflow



3. Mount the bracket in the horizontal discharge location. Refer to horizontal view for screw and bracket location.

Figure 54. Wireless communication interface - horizontal



Note: Cable ties must be removed to allow the cable to extend to the horizontal mounting location.

Main Electrical Power Requirements

⚠ WARNING

Hazardous Voltage w/Capacitors!

Failure to disconnect power and discharge capacitors before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects and discharge all motor start/run capacitors before servicing. Follow proper lockout/tagout procedures to ensure the power cannot be inadvertently energized. Verify with a CAT III or IV voltmeter rated per NFPA 70E that all capacitors have discharged.

⚠ WARNING

Proper Field Wiring and Grounding Required!

Failure to follow code could result in death or serious injury. All field wiring **MUST** be performed by qualified personnel. Improperly installed and grounded field wiring poses **FIRE** and **ELECTROCUTION** hazards. To avoid these hazards, you **MUST** follow requirements for field wiring installation and grounding as described in **NEC** and your local/state/national electrical codes.

Verify that the power supply complies with the unit nameplate specifications.

- Inspect all control panel components; tighten any loose connections.
- Connect properly sized and protected power supply wiring to a field-supplied/installed disconnect switch and to the main power terminal block (HTB1) in the unit control panel.
- Install proper grounding wires to an earth ground.

Through-the-Base Gas Installation

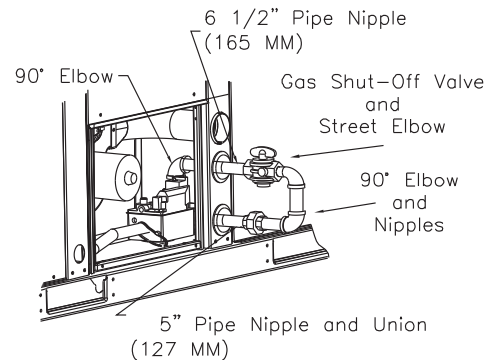
Note: *Through-the-Base Gas is not available with Low NOx gas furnace option, digit 34 = A.*

The gas supply line must extend 4 $\frac{5}{8}$ " above the base pan. The "Through-the-Base Gas" kit is located in the heat vestibule compartment. To gain access to the kit, remove the Heat Compartment access panel.

1. Remove the pipe assembly strapped to the manifold. Unscrew 90° elbow from 6 $\frac{1}{2}$ " nipple and slide rubber grommet off of nipple.
2. Remove the plastic plug from the hole in the center post and insert the grommet removed from 6 $\frac{1}{2}$ " pipe nipple.
3. Using pipe sealant, attach the 90° elbow to the gas supply line.

4. Disconnect the 5" pipe nipple and union from the "Through-the-Base Gas" kit assembly.
5. Using pipe sealant, attach the 6 $\frac{1}{2}$ " nipple and gas shutoff assembly to the 90° elbow on the gas supply line.
6. Using pipe sealant, attach the 5" pipe nipple and union to the street el attached to the gas valve.
7. Connect 5" pipe nipple and union to 6 $\frac{1}{2}$ " nipple and gas shutoff assembly.

Figure 55. Typical through-the-base gas installation



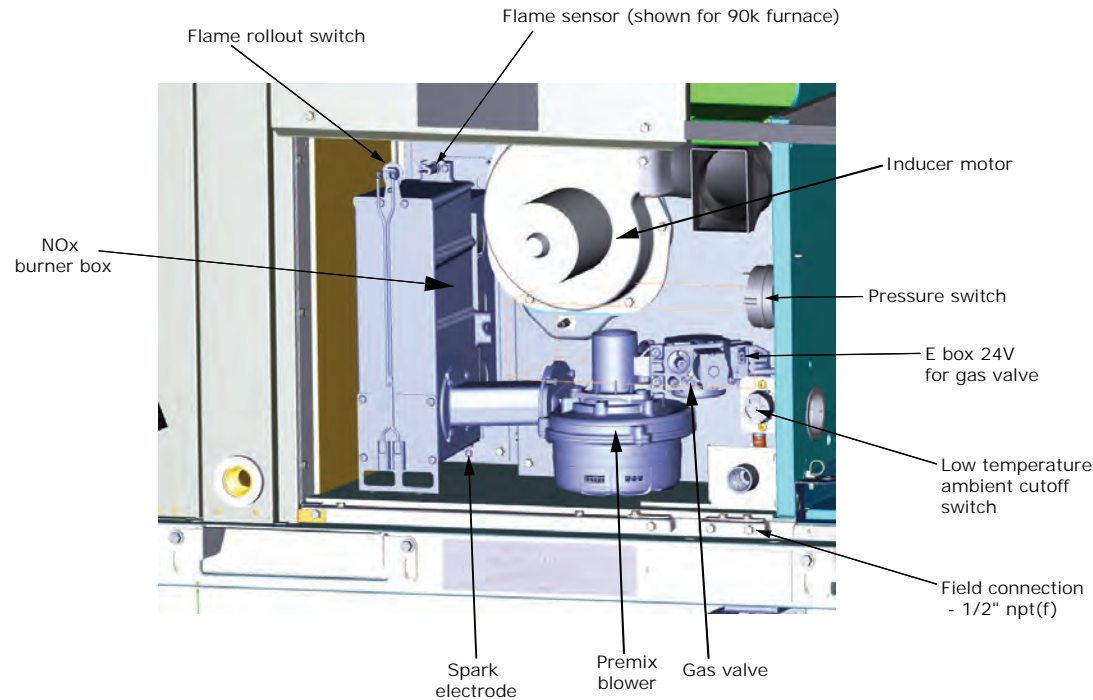
Requirements for Gas Heat

Note: *The unit gas train and optional through-the-base gas shut-off valve are rated at 1/2 PSIG maximum. A pressure reducing regulator is recommended to prevent this maximum from being exceeded. These components must be isolated during field gas piping test that exceed 1/2 PSIG. It is recommended that the field piping be capped prior to the unit gas train or optional through-the-base gas shut-off valve if present.*

- Gas supply line properly sized and connected to the unit gas train.
 - All gas piping joints properly sealed.
 - Gas piping leak checked with a soap solution. If piping connections to the unit are complete, do not pressurize piping in excess of 0.50 psig or 14-inch W.C. to prevent component failure.
 - Drip leg Installed in the gas piping near the unit.
 - Minimum gas supply pressure should be 4.5-inch W.C.
 - Maximum gas supply pressure must not exceed 14.0-inch W.C.
 - Manifold pressure for single stage heaters should be set to 3.3-inch W.C.
 - Manifold pressure for two stage heaters should be set to 3.5-inch W.C. on HIGH FIRE and 1.8-inch W.C. on LOW FIRE.
- Note:** *Manifold pressure not applicable for units with Low Nox Gas furnace option. Manifold pressure is not utilized as an adjustment/checking parameter for this system.*
- Flue Exhaust clear of any obstruction.

Ultra Low NOx Gas Furnace Option - Component Layout

Figure 56. NOx burner component layout



Note: Illustration is shown without Gas Heat Access Door and Right Center Post.

Notes:

- The NOx burner assembly is factory set for optimum performance and should only be adjusted or modified by a qualified technician.
- The burner box and premix/blower valve are mated parts - if either part needs replaced the complete assembly will need to be replaced.
- The low temperature cutoff switch is intended to prevent gas heat operation below 32F due to low operating temperature limitations with the premix blower component.
- The NOx gas furnace option not available for high altitude installations above 2000 ft.

Condensate Drain Configuration

⚠ WARNING

Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. Verify that no power is present with a voltmeter.

An evaporator condensate drain connection is provided on each unit. Refer to the ductwork section in the Installation chapter for the appropriate drain location.

The condensate drain pan is factory installed to drain condensate to the back side of the unit. Refer to the ductwork section in the Installation chapter for the drawings. It can be converted to drain condensate out the front side of the unit or through-the-base.

To convert drain condensate out the front of unit:

1. Remove evaporator access panel and supply air access panels.
2. Remove the support panel that the condensate drain pan exits through.
3. Slide the condensate drain pan out of the unit and rotate 180°.
4. Slide the condensate drain pan back into the unit, align the drain with the grommeted opening in the rear support panel and push until the coupling is seated in the grommet.
5. Replace the front support panel by aligning the panel with tabs in the raceway. Align the condensate drain pan support in the grommeted hole as the panel is put in place.
6. Replace evaporator access panel and supply air access panels.

Installation

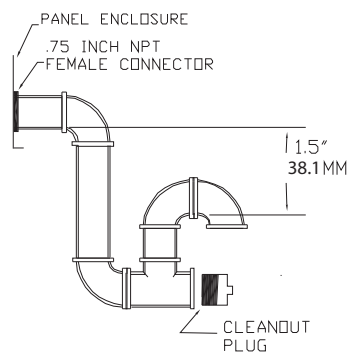
To convert drain condensate through-the base of unit:

1. Remove evaporator access panel and supply air access panels.
2. Remove the support panel that the condensate drain pan exits through.
3. Slide the condensate drain pan out of the unit.
4. Place on a level surface in the position it was removed from the unit.
5. Remove the plug knockout in the bottom of the drain pan to convert it to through-the-base drainage.
6. Plug the original condensate drain opening with a field supplied 3/4-inch NPT plug.
7. Slide the condensate drain pan back into the unit, align the drain support with the grommited opening in the rear support panel and push until the support is seated in the grommet.
8. Replace the front support panel by aligning the panel with tabs in the raceway. Align the plugged condensate drain pan coupling in the grommited hole as the panel is put in place.
9. Replace evaporator access panel and supply air access panels.

A condensate trap must be installed at the unit due to the drain connection being on the “negative pressure” side of the fan. Install the P-Trap using the guidelines in [Figure 57, p. 38](#).

A condensate drain line must be connected to the p-trap. Pitch the drain lines at least 1/2 inch for every 10 feet of horizontal run to assure proper condensate flow. Do not allow the horizontal run to sag causing a possible double-trap condition which could result in condensate backup due to “air lock”.

Figure 57. Condensate trap installation



Drain Pan Removal (Units with Condensate Overflow Switch Option)

Before drain pan removal, the switch wire must be disconnected from wire tie on panel and/or any tape before drain pan can be removed.

Care must be taken so the wire does not catch on the bottom of indoor coil or any protrusion.

Note: When reversing the drain pan, on some units, the condensate overflow switch will need to be moved to the second hole in its bracket to avoid contact with headers or indoor coil.

Filter Installation

The quantity of filters is determined by unit size. Access to the filters is obtained by removing the filter access panel. Refer to the unit Service Facts (shipped with each unit) for filter requirements.

Note: Do not operate the unit without filters.

Field Installed Power Wiring

⚠ WARNING

Proper Field Wiring and Grounding Required!

Failure to follow code could result in death or serious injury. All field wiring **MUST** be performed by qualified personnel. Improperly installed and grounded field wiring poses **FIRE** and **ELECTROCUTION** hazards. To avoid these hazards, you **MUST** follow requirements for field wiring installation and grounding as described in NEC and your local/state/national electrical codes.

An overall dimensional layout for the field installed wiring entrance into the unit is illustrated in the Dimensions and Weights chapter. To insure that the unit's supply power wiring is properly sized and installed, follow the following guidelines.

Verify that the power supply available is compatible with the unit's nameplate ratings. The available supply power must be within 10% of the rated voltage stamped on the nameplate. Use only copper conductors to connect the power supply to the unit.

NOTICE

Use Copper Conductors Only!

Failure to use copper conductors could result in equipment damage as the equipment was not designed or qualified to accept other types of conductors.

Important: If the unit is not equipped with an optional factory installed non-fused disconnect switch or circuit breaker, a field supplied disconnect switch must be installed at or near the unit in accordance with the National Electrical Code (NEC latest edition).

Main Unit Power

⚠ WARNING

Proper Field Wiring and Grounding Required!

Failure to follow code could result in death or serious injury. All field wiring **MUST** be performed by qualified personnel. Improperly installed and grounded field wiring poses **FIRE** and **ELECTROCUTION** hazards. To avoid these hazards, you **MUST** follow requirements for field wiring installation and grounding as described in NEC and your local/state/national electrical codes.

⚠ WARNING

Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. Verify that no power is present with a voltmeter.

Standard Wiring

1. Location of the applicable electrical service entrance is illustrated in the Dimensions and Weights chapter. Complete the unit's power wiring connections at Compressor Contactor # 1 (CC1) inside the unit control panel. Refer to the customer connection diagram that is shipped with the unit for specific termination points
2. Provide proper grounding for the unit in accordance with local and national codes.

Optional TBUE Wiring (Through-the-Base Electrical Option)

1. Location of the applicable electrical service is illustrated below. Refer to the customer connection diagram that is shipped with the unit for specific termination points. The termination points, depending on the customer option selected would be a factory mounted non-fused disconnect switch (UDC) or circuit breaker (UCB). If neither a factory mounted non-fused disconnect switch (UDC) or circuit breaker (UCB) was factory mounted, field wiring connections should be terminated in the control box at Compressor Contactor # 1 (CC1).
2. Provide proper grounding for the unit in accordance with local and national codes.

Notes:

- *Black Gasket is shipped from the factory and is located in the literature ship-with bag in the control box. Apply Black Gasket around conduit plate on all 4 sides after installation to prevent air leakage from the building entering the electrical enclosures.*

- Seal between wiring and conduit with Black Gasket or weather proof sealer to prevent air leakage from the building entering the electrical enclosures. Also seal around conduit and wiring at all roof and curb penetrations.

Figure 58. All units except 10 ton high efficiency units

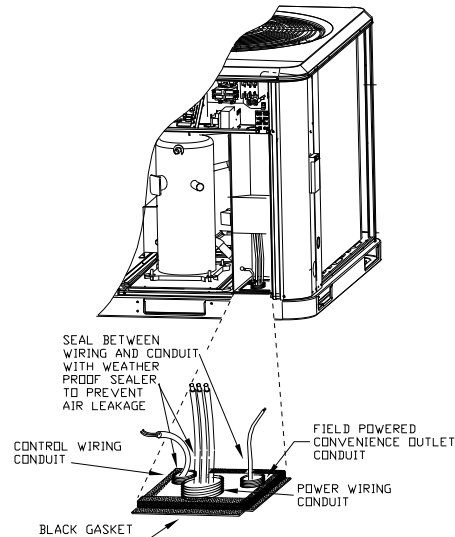
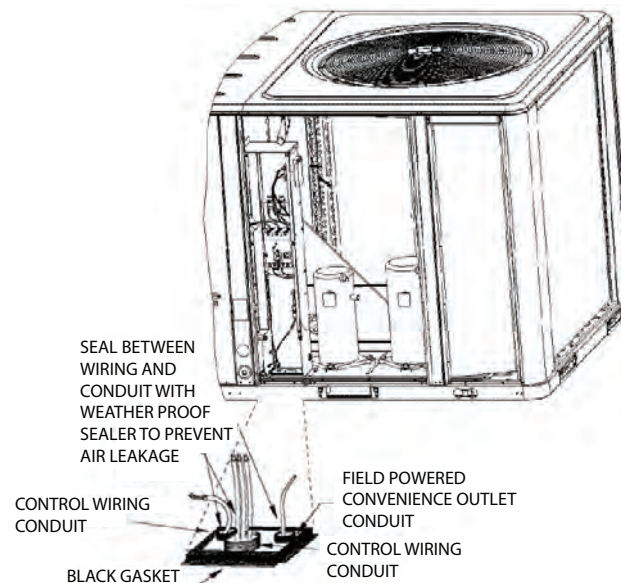


Figure 59. 10 ton high efficiency units



Field-Installed Control Wiring

⚠ WARNING

Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. Verify that no power is present with a voltmeter.

⚠ WARNING

Proper Field Wiring and Grounding Required!

Failure to follow code could result in death or serious injury. All field wiring **MUST** be performed by qualified personnel. Improperly installed and grounded field wiring poses **FIRE** and **ELECTROCUTION** hazards. To avoid these hazards, you **MUST** follow requirements for field wiring installation and grounding as described in NEC and your local/state/national electrical codes.

An overall layout of the various control options available with the required number of conductors for each control device is illustrated in [Figure 60, p. 41](#) and [Figure 61, p. 41](#).

Note: All field wiring must conform to NEC guidelines as well as state and local codes.

Control Power Transformer

The 24 volt control power transformers are to be used only with the accessories called out in this manual. Transformers rated greater than 50 VA are equipped with internal circuit breakers. If a circuit breaker trips, turn "Off" all power to the unit before attempting to reset it.

⚠ WARNING

Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. Verify that no power is present with a voltmeter.

The transformer is located in the control panel. The circuit breaker is located on the left side of the transformer and can be reset by pressing in on the black reset button.

Controls Using 24 Vac

Before installing any connecting wiring, refer to the Dimensions and Weights chapter for the electrical access locations provided on the unit and [Table 10, p. 40](#) or [Table 11, p. 40](#) for AC conductor sizing guidelines, and;

1. Use copper conductors unless otherwise specified.
2. Ensure that the AC control wiring between the controls and the unit's termination point does not exceed three (3) ohms/conductor for the length of the run.

NOTICE

Component Failure!

Resistance in excess of 3 ohms per conductor could result in component failure due to insufficient AC voltage supply. Do not exceed three (3) ohms per conductor for the length of the run.

Note: Be sure to check all loads and conductors for grounds, shorts, and mis-wiring.

3. Do not run the AC low voltage wiring in the same conduit with the high voltage power wiring.
4. Route low voltage wiring per illustrations on page [42](#).

Table 10. Electromechanical thermostat 24V AC conductors with ReliaTel™

Distance from Unit to Control	Recommended Wire Size
000 - 460 feet	18 gauge
000 - 140 m	0.75 mm ²
461 - 732 feet	16 gauge
141 - 223 m	1.3 mm ²
733 - 1000 feet	14 gauge
224 - 305 m	2.0 mm ²

Table 11. Electromechanical thermostat 24V AC conductors with electromechanical unit

Distance from Unit to Control	Recommended Wire Size
0 - 30 feet	22 gauge
0 - 9.1 m	0.33 m ²
31 - 50 feet	20 gauge
9.5 - 15.2 m	0.50 m ²
51 - 75 feet	18 gauge
15.5 - 22.9 m	0.75 m ²
76 - 125 feet	16 gauge
23.1 - 38.1 m	1.3 m ²
126 - 200 feet	14 gauge
38.4 - 60.9 m	2.0 m ²

Controls using DC Analog Input/Outputs (Standard Low Voltage Multi conductor Wire)

Before installing any connecting wiring between the unit and components utilizing a DC analog input/output signal, refer to the Dimensions and Weights chapter for the electrical access locations provided on the unit.

- [Table 12, p. 41](#) lists the conductor sizing guidelines that must be followed when interconnecting the DC binary output devices and the system components utilizing a DC analog input/output signal to the unit.

Notes:

- Resistance in excess of 2.5 ohms per conductor can cause deviations in the accuracy of the controls.
- Ensure that the wiring between controls and the unit's termination point does not exceed two and a half (2.5) ohms/conductor for the length of the run.
- Do not run the electrical wires transporting DC signals in or around conduit housing high voltage wires.
- Route low voltage wiring per illustrations on page [42](#).

DC Conductors

Distance from Unit to Control	Recommended Wire Size
0 - 150 feet	22 gauge
0 - 45.7 m	0.33 mm ²
151 - 240 feet	20 gauge
46 - 73.1 m	0.50 mm ²
241 -385 feet	18 gauge
73.5 - 117.3 m	0.75 mm ²
386 - 610 feet	16 gauge
117.7 - 185.9 m	1.3 mm ²
611 - 970 feet	14 gauge
186.2 - 295.7 m	2.0 mm ²

Wiring diagram for the THERMOSTAT terminal block:

- Terminal R: RED wire, 100 C
- Terminal W1: BROWN wire, 173 A
- Terminal G: BLACK wire, 175 A
- Terminal Y1: YELLOW wire, 176 A

WIRE NUTS are used to connect the wires to the terminals. The wires are grouped under the label UNIT.

LOW VOLTAGE
TERMINAL BLOCK
NLTB

NLTB

12 13

14 15

16 17

18 19

R.H.+ R.H.-

LOCATED ON FRONT
OF ROOFTOP UNIT
CONTROL BOX

RELATIVE HUMIDITY
SENSOR
(FIELD SUPPLIED)

FIELD SUPPLIED
CABLE

LOW VOLTAGE
TERMINAL BLOCK

LTB
LOCATED ON FRONT
OF ROOFTOP UNIT
CONTROL BOX

HUMIDISTAT
(FIELD SUPPLIED)

FIELD SUPPLIED
WIRE

Installation

Figure 65. Electromechanical control customer low voltage routing (all units except 10 ton high efficiency)

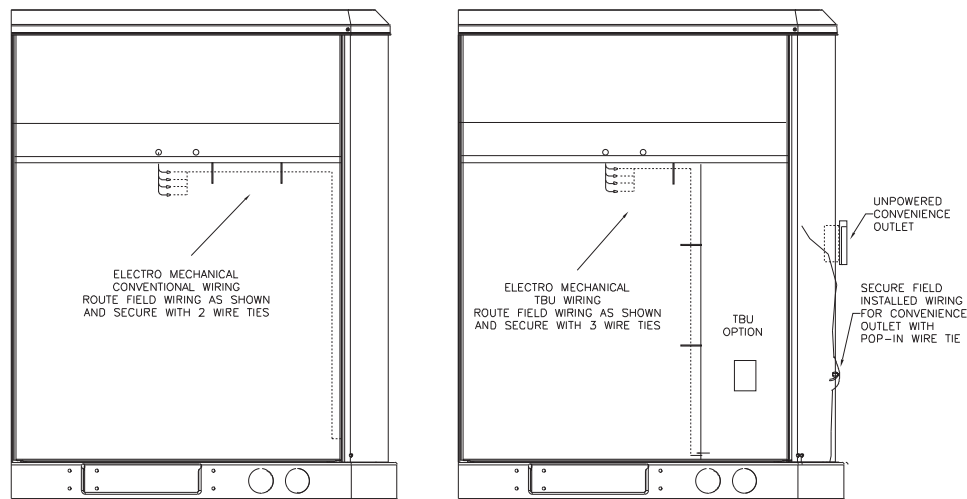


Figure 66. ReliaTel™ control customer low voltage routing (all units except 10 ton high efficiency)

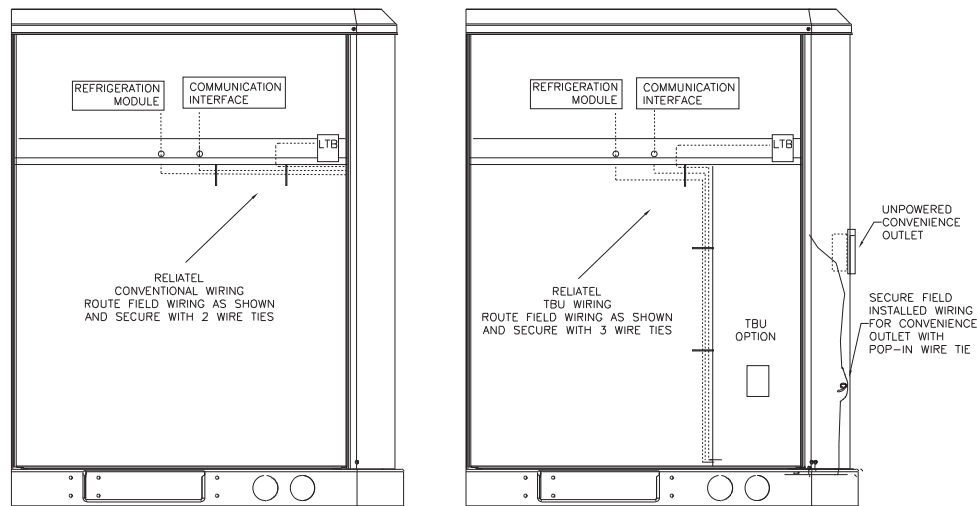
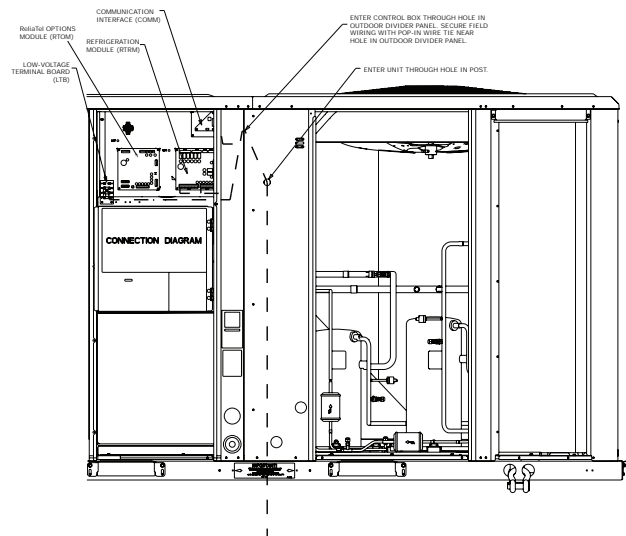


Figure 67. ReliaTel™ (without TBUE) control customer wire routing (10 ton high efficiency)



Installation

Figure 68. ReliaTel™ (with TBUE) control customer wire routing (10 ton high efficiency)

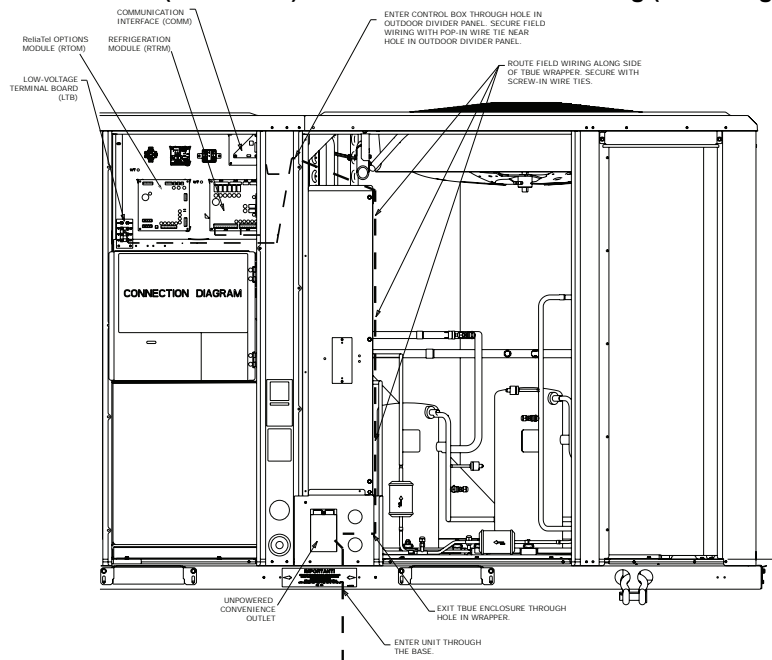
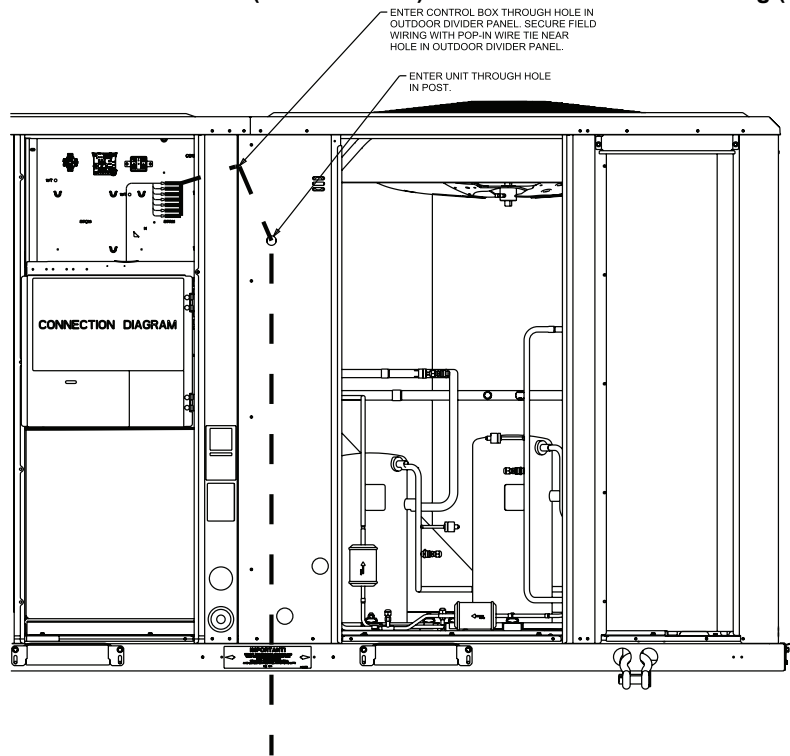
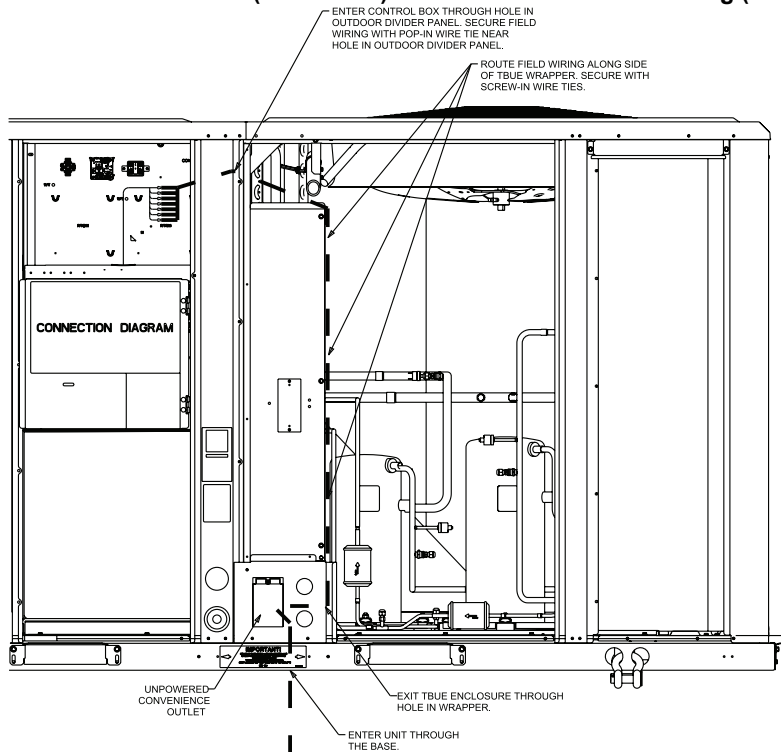


Figure 69. Electromechanical (without TBUE) control customer wire routing (10 ton high efficiency)



Installation

Figure 70. Electromechanical (with TBUE) control customer wire routing (10 ton high efficiency)



Space Temperature Averaging (ReliaTel™ Only)

Space temperature averaging is accomplished by wiring a number of remote sensors in a series/parallel circuit.

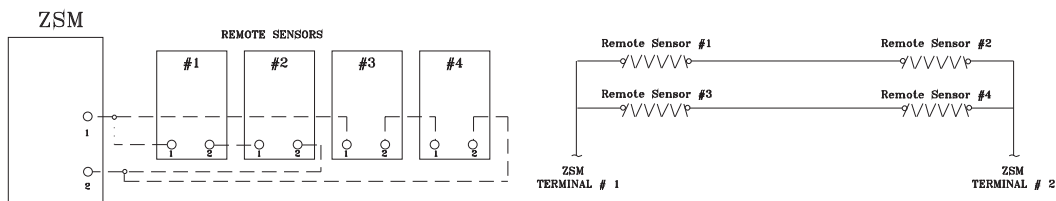
Using the BAYSENS016* or BAYSENS077*, at least four sensors are required to accomplish space temperature averaging. See diagram below.

- Example #1 illustrates two series circuits with two sensors in each circuit wired in parallel. The square of any number of remote sensors is required.
- Example #2 illustrates three sensors squared in a series/parallel circuit. Using BAYSENS077*, two sensors are required to accomplish space temperature averaging.
- Example #3 illustrates the circuit required for this sensor. [Table 13, p. 47](#) lists the temperature versus resistance coefficient for all sensors.

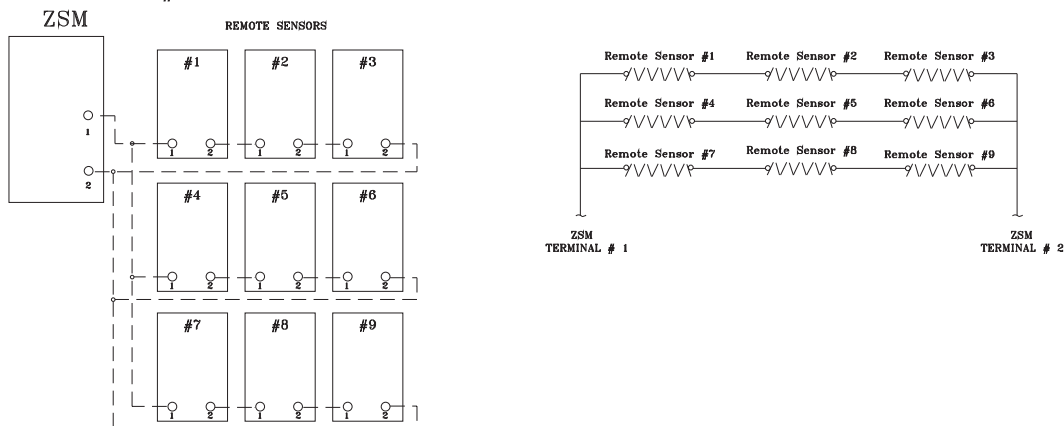
Installation

Figure 71. Examples

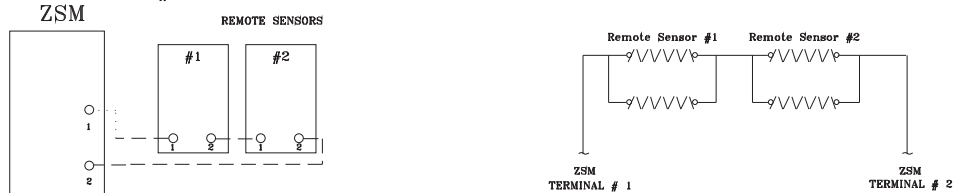
EXAMPLE #1



EXAMPLE #2



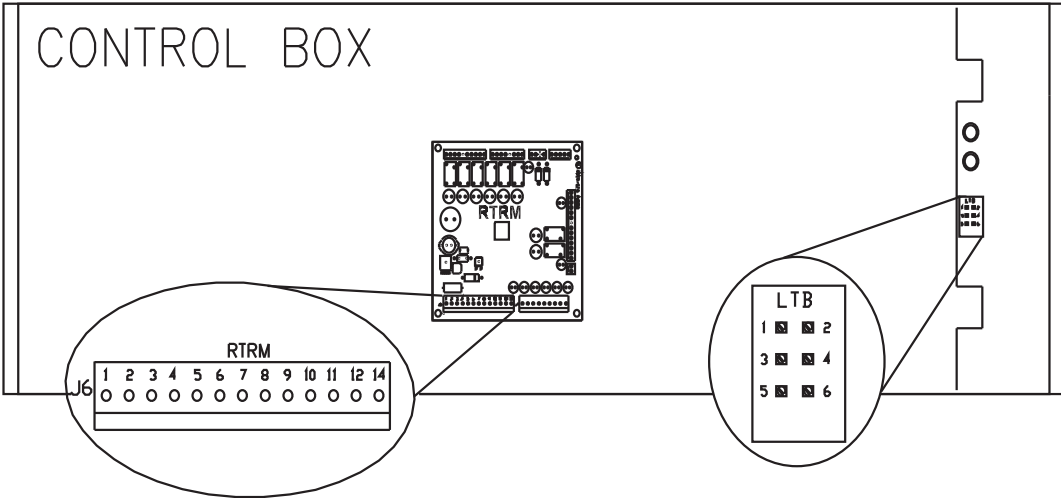
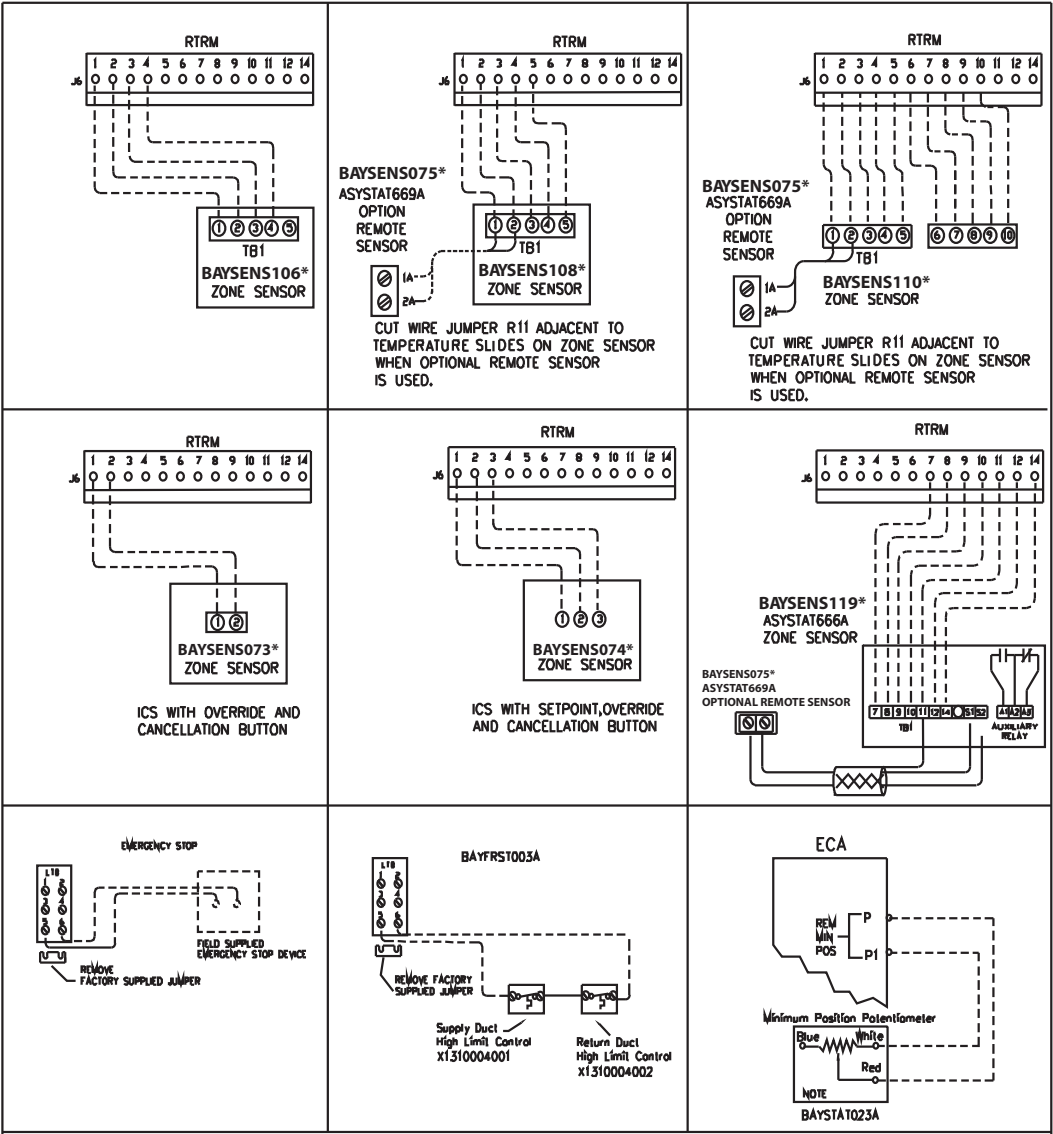
EXAMPLE #3



Note: Wiring pin numbers are for reference only. There are multiple smoke detector systems that could have differently numbered pins. For correct wiring details, please refer to the specific smoke detector literature that accompanied this unit.

Installation

Figure 72. Typical field wiring diagrams for optional controls (ReliaTel™ only)



Installation

Table 13. Temperature vs. resistance

Temperature		Nominal Resistance
Degrees °F	Degrees °C	
-20°	-28.9°	170.1 K - Ohms
-15°	-26.1°	143.5 K - Ohms
-10°	-23.3°	121.4 K - Ohms
-5°	-20.6°	103.0 K - Ohms
0°	-17.8°	87.56 K - Ohms
5°	-15.0°	74.65 K - Ohms
10°	-12.2°	63.80 K - Ohms
15°	-9.4°	54.66 K - Ohms
20°	-6.7°	46.94 K - Ohms
25°	-3.8°	40.40 K - Ohms
30°	-1.1°	34.85 K - Ohms
35°	1.7°	30.18 K - Ohms
40°	4.4°	26.22 K - Ohms
45°	7.2°	22.85 K - Ohms
50°	10.0°	19.96 K - Ohms
55°	12.8°	17.47 K - Ohms
60°	15.6°	15.33 K - Ohms
65°	18.3°	13.49 K - Ohms
70°	21.1°	11.89 K - Ohms
75°	23.9°	10.50 K - Ohms
80°	26.7°	9.297 K - Ohms
85°	29.4°	8.247 K - Ohms
90°	32.2°	7.330 K - Ohms
95°	35.0°	6.528 K - Ohms

Table 14. Sizing natural gas pipe mains and branches

Length of Pipe (Ft.)	Iron Pipe Size (IPS) Inches				
	½" Pipe	¾" Pipe	1" Pipe	1¼" Pipe	1½" Pipe
15	76	176	345	750	1220
30	52	120	241	535	850
45	43	99	199	435	700
60	38	86	173	380	610
75		77	155	345	545

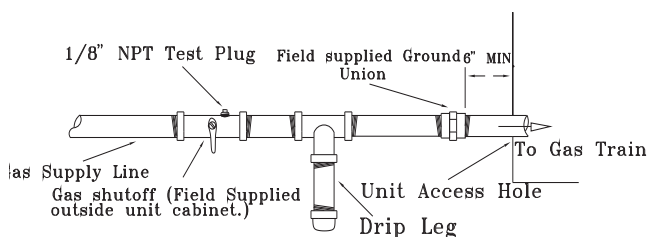
Note: Capacity of Pipe of Different Diameters and Lengths in Cu. Ft. Per Hr. with Pressure Drop of 0.3" and Specific Gravity of 0.60

Table 15. Iron pipe size (SI) millimeters

Length of Pipe (Meters)	Iron Pipe Size (SI) Millimeters				
	15 mm Pipe	20 mm Pipe	25 mm Pipe	32 mm Pipe	40 mm Pipe
4.6	2.15	4.98	9.76	21.23	34.54
9.1	1.47	3.39	6.82	15.14	24.06
13.7	1.21	2.80	5.63	12.31	19.82
18.3	1.07	2.43	4.89	10.76	17.27
22.9	—	2.18	4.38	9.76	15.40

Note: Capacity of Pipe of Different Diameters and Lengths in Cu. Meter Per Hr. with Pressure Drop of 74.6 Pa and Specific Gravity of 0.60.

Figure 73. Schematic diagram for field gas piping to unit



Pre-Start

Use the checklist provided below in conjunction with the "General Unit Requirements" checklist to ensure that the unit is properly installed and ready for operation.

⚠ WARNING

Hazardous Voltage w/Capacitors!

Failure to disconnect power and discharge capacitors before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects and discharge all motor start/run capacitors before servicing. Follow proper lockout/tagout procedures to ensure the power cannot be inadvertently energized. Verify with a CAT III or IV voltmeter rated per NFPA 70E that all capacitors have discharged.

Verify that the condenser airflow will be unobstructed.

⚠ WARNING

Rotating Components!

Failure to disconnect power before servicing could result in rotating components cutting and slashing technician which could result in death or serious injury. During installation, testing, servicing and troubleshooting of this product it may be necessary to work with live and exposed rotating components. Have a qualified or licensed service individual who has been properly trained in handling exposed rotating components, perform these tasks.

- Verify that the condenser fan and indoor blower turn freely without rubbing and are properly tightened on the shafts.
- Check the supply fan belts for proper tension and the fan bearings for sufficient lubrication. If the belts require adjustment, or if the bearings need lubricating, refer to the maintenance section of this manual for instructions.
- Verify that a condensate trap is installed and the piping is properly sized and pitched.
- Verify that the correct size and number of filters are in place.
- Inspect the interior of the unit for tools and debris and install all panels in preparation for starting the unit.

Voltage Imbalance

Three phase electrical power to the unit must meet stringent requirements for the unit to operate properly.

Measure each leg (phase-to-phase) of the power supply. Each reading must fall within the utilization range stamped on the unit nameplate. If any of the readings do not fall within the proper tolerances, notify the power company to correct this situation before operating the unit.

Excessive three phase voltage imbalance between phases will cause motors to overheat and eventually fail. The maximum allowable voltage imbalance is 2%. Measure and record the

voltage between phases 1, 2, and 3 and calculate the amount of imbalance as follows:

$$\% \text{ Voltage Imbalance} = \frac{100 \times AV - VD}{AV} \text{ where;}$$

$$AV \text{ (Average Voltage)} = \frac{\text{Volt 1} + \text{Volt 2} + \text{Volt 3}}{3}$$

V1, V2, V3 = Line Voltage Readings

VD = Line Voltage reading that deviates the farthest from the average voltage.

Example: If the voltage readings of the supply power measured 221, 230, and 227, the average volts would be:

$$\frac{221 + 230 + 227}{3} = 226 \text{ Avg.}$$

VD (reading farthest from average) = 221

The percentage of imbalance equals:

$$\frac{100 \times 226 - 221}{226} = 2.2\%$$

The 2.2% imbalance in this example exceeds the maximum allowable imbalance of 2.0%. This much imbalance between phases can equal as much as a 20% current imbalance with a resulting increase in motor winding temperatures that will decrease motor life. If the voltage imbalance is over 2%, notify the proper agencies to correct the voltage problem before operating this equipment.

Electrical Phasing (Three Phase Motors)

The compressor motor(s) and the supply fan motor are internally connected for the proper rotation when the incoming power supply is phased as A, B, C.

Proper electrical supply phasing can be quickly determined and corrected before starting the unit by using an instrument such as an Associated Research Model 45 Phase Sequence Indicator and following the steps below:

- Turn the field supplied disconnect switch that provides power to the main power terminal block or to the "Line" side of the optional factory mounted disconnect switch to the "Off" position.
- Connect the phase sequence indicator leads to the terminal block or to the "Line" side of the optional factory mounted disconnect switch as follows;
Black (phase A) to L1
Red (phase B) to L2
Yellow (phase C) to L3
- Close the field supplied main power disconnect switch or circuit protector switch that provides the supply power to the unit.

Pre-Start

Note: Upon closing main power disconnect and the unit mounted disconnect switch or circuit breaker, the phase monitor will verify proper phasing. If LED on face of the monitor is red, correct supply power fault.

WARNING

Live Electrical Components!

Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury. When it is necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been properly trained in handling live electrical components perform these tasks.

To prevent injury or death from electrocution, it is the responsibility of the technician to recognize this hazard and use extreme care when performing service procedures with the electrical power energized.

- Observe the ABC and CBA phase indicator lights on the face of the sequencer. The ABC indicator light will glow if the phase is ABC. If the CBA indicator light glows, open the disconnect switch or circuit protection switch and reverse any two power wires.
- Restore the main electrical power and recheck the phasing. If the phasing is correct, open the disconnect switch or circuit protection switch and remove the phase sequence indicator.

Compressor Crankcase Heaters (Optional)

Each compressor can be equipped with a crankcase heater (on some units the crankcase heater comes standard). The proper operation of the crankcase heater is important to maintain an elevated compressor oil temperature during the "Off" cycle to reduce oil foaming during compressor starts. Oil foaming occurs when refrigerant condenses in the compressor and mixes with the oil. In lower ambient conditions, refrigerant migration to the compressor could increase.

When the compressor starts, the sudden reduction in crankcase pressure causes the liquid refrigerant to boil rapidly causing the oil to foam. This condition could damage compressor bearings due to reduced lubrication and could cause compressor mechanical failures.

Before starting the unit in the "Cooling" mode, set the system switch to the "Off" position and turn the main power disconnect to the "On" position and allow the crankcase heater to operate a minimum of 8 hours.

Before closing the main power disconnect switch, insure that the "System" selection switch is in the "Off" position and the "Fan" selection switch is in the "Auto" position.

Close the main power disconnect switch and the unit mounted disconnect switch, if applicable.

Note: Upon closing main power disconnect and the unit mounted disconnect switch or circuit breaker, the phase monitor will verify proper phasing. If LED on face of the monitor is red, correct supply power fault.

WARNING

Live Electrical Components!

Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury. When it is necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been properly trained in handling live electrical components perform these tasks.

To prevent injury or death from electrocution, it is the responsibility of the technician to recognize this hazard and use extreme care when performing service procedures with the electrical power energized.

ReliaTel™ Controls

Upon power initialization, the RTRM performs self-diagnostic checks to insure that all internal controls are functional. It also checks the configuration parameters against the components connected to the system. The Liteport LED located on the RTRM module is turned "On" within one second of power-up if internal operation is okay.

Use one of the following "Test" procedure to bypass some time delays and to start the unit at the control panel. Each step of unit operation can be activated individually by temporarily shorting across the "Test" terminals for two to three seconds. The Liteport LED located on the RTRM module will blink when the test mode has been initiated. The unit can be left in any "Test" step for up to one hour before it will automatically terminate, or it can be terminated by opening the main power disconnect switch. Once the test mode has been terminated, the Liteport LED will glow continuously and the unit will revert to the "System" control.

Pre-Start

Table 16. Service test guide for component operation

Test Step	Mode	Fan	Econ (a)	Comp 1	Comp 2	Heat 1	Heat 2	Resistance	PWM Output ^(b)	Multi-Speed Fan Output
1	Fan	On	Minimum Position Setpoint 0%	Off	Off	Off	Off	2.2K Ω	50%	low
	Minimum Ventilation	On	Selectable	Off	Off	Off	Off			
2	Economizer Test Open	On	Open	Off	Off	Off	Off	3.3K Ω	50% ^(c)	low
3	Cool Stage 1	On	Minimum Position	On ^(d)	Off	Off	Off	4.7K Ω	82%	low
4 (e)	Cool Stage 2	On	Minimum Position	On ^(d)	On ^(d)	Off	Off	6.8K Ω	100%	High (2-step cooling) Low (3-step cooling)
5 (e)	Cool Stage 3	On	Minimum Position	On ^(d)	On ^(d)	Off	Off	8.2K Ω	100%	High
6 (e)	Reheat	On	Minimum	On	On	Off	Off	33K Ω	100% ^(f)	High
7 (e)	Heat Stage 1	On	Minimum	Off	Off	On	Off	10K Ω	100%	High
8 (e)	Heat Stage 2	On	Minimum	Off	Off	On	On	15K Ω	100%	High

(a) The exhaust fan will turn on anytime the economizer damper position is equal to or greater than the exhaust fan setpoint.

(b) The PWM Output is in reference to the user selected maximum unit fan speed.

(c) Regardless of the Economizer Mode configuration, the unit will run the Supply Fan at the minimum speed during the Economizer step of the Service Test.

(d) The condenser fans will operate any time a compressor is 'On' providing the outdoor air temperatures are within the operating values.

(e) Steps for optional accessories and non-applicable modes in unit will be skipped.

(f) Units with Enhanced Dehumidification only will not perform this step during Service Test.

Test Modes

There are three methods in which the "Test" mode can be cycled at LTB-Test 1 and LTB-Test 2.

1. **Step Test Mode** - This method initiates the different components of the unit, one at a time, by temporarily shorting across the two test terminals for two to three seconds. For the initial start-up of the unit, this method allows the technician to cycle a component "On" and have up to one hour to complete the check.
2. **Resistance Test Mode** - This method can be used for start-up providing a decade box for variable resistance outputs is available. This method initiates the different components of the unit, one at a time, when a specific resistance value is placed across the two test terminals. The unit will remain in the specific test mode for approximately one hour even though the resistance is left on the test terminals.
3. **Auto Test Mode** - This method is not recommended for start-up due to the short timing between individual component steps. This method initiates the different components of the unit, one at a time, when a jumper is installed across the test terminals. The unit will start the first test step and change to the next step every 30 seconds.

At the end of the test mode, control of the unit will automatically revert to the applied "System" control method.

For unit test steps, test modes, and step resistance values to cycle the various components, refer to [Table 16, p. 50](#).

ReliaTel™ Controls

Upon power initialization, the Gas Ignition Module (IGN) performs self-diagnostic checks to insure that all internal controls are functional. It also checks the configuration parameters against the components connected to the system.

The System LED located on the IGN module is turned "On" within one second of power-up if internal operation is okay.

Electromechanical Controls Test Procedure

See unit schematic for correct wire numbers.

Fan Test and Minimum Ventilation

Connect red thermostat wire (R) to black thermostat wire (G).

Economizer Cooling

Connect a jumper wire across OTS on Economizer Control (ECA).

Connect red thermostat (R) wire to yellow thermostat wire (Y1).

Cool 1

Connect red thermostat wire (R) to yellow thermostat wire (Y1).

Cool 2

Connect red thermostat wire (R) to yellow thermostat wire (Y2).

Heat 1

Connect red thermostat wire (R) to brown thermostat wire (W1).

Heat 2

Connect red thermostat wire (R) to brown thermostat wire (W2).

Unit Start-Up

Sequence of Operation

Units are offered with two control options, electromechanical or ReliaTel™.

Note: Refer to the unit nameplate: If the 9th digit of the model number = R, proceed with the ReliaTel™ Controls section within this chapter. If the 9th digit of the model number = E, proceed with the Electromechanical Controls section within this chapter.

Note: The optional condensate overflow switch (COF) will shut the unit down if the float is raised and the switch is closed.

ReliaTel™ Controls

ReliaTel™ Controls - Constant Volume (CV)

ReliaTel™ control is a microelectronic control feature, which provides operating functions that are significantly different than conventional electromechanical units. The master module is the ReliaTel™ refrigeration module (RTRM).

The RTRM provides compressor anti-short cycle timing functions through minimum “Off” and “On” timing to increase reliability, performance and to maximize unit efficiency.

Upon power initialization, the RTRM performs self-diagnostic checks to insure that all internal controls are functioning. It checks the configuration parameters against the components connected to the system.

The LED located on the RTRM module is turned “On” within one second after power-up if all internal operations are okay.

ReliaTel™ Control Cooling without an Economizer

When the system switch is set to the “Cool” position and the zone temperature rises above the cooling setpoint control band, the RTRM energizes the (K9) relay coil located on the RTRM. When the K9 relay contacts close, the compressor contactor (CC1) coil is energized provided the low pressure control (LPC1), high pressure control (HPC1) and discharge line thermostat (TDL 1) are closed. When the CC1 contacts close, compressor (CPR1) and the outdoor fan motor (ODM) start to maintain the zone temperature to within $\pm 2^{\circ}\text{F}$ of the sensor setpoint at the sensed location.

If the first stage of cooling can not satisfy the cooling requirement, the RTRM energizes the (K10) relay coil located on the RTRM. When the (K10) relay contacts close, the compressor contactor (CC2) coil is energized provided the low pressure control (LPC2), high pressure control (HPC2) and discharge line thermostat (TDL 2) are closed. When the CC2 contacts close, compressor (CPR2) starts to maintain the zone temperature to within $\pm 2^{\circ}\text{F}$ of the sensor setpoint at the sensed location.

Three-Stages of Cooling

Note: High efficiency units only.

When the unit is configured for three-stage cooling, and the system switch is set to the cool position and the zone temperature rises above the cooling setpoint control band, the RTRM energizes the (K10) relay coil located on the RTRM. When the (K10) relay contacts close, compressor contactor (CC2) is energized. This is the smaller of the two compressors (CPR2). This staging order is opposite standard staging order.

If the first stage of cooling can not satisfy the cooling requirement, the RTRM energizes the (K9) relay coil and de-energizes the (K10) relay coil on the RTRM. Compressor contactor (CC1) is energized, bringing on the larger of the two compressors (CPR1). Compressor contactor (CC2) is de-energized, turning off the smaller compressor.

If the second stage of cooling can not satisfy the cooling requirement, the RTRM keeps the (K9) relay coil energized and energizes the (K10) relay coil. Compressor contactors (CC1) and (CC2) are energized, and both compressors (CPR1 and CPR2).

Lead/Lag is disabled with three-stage cooling. A unit configured for three-stage cooling and controlled with a thermostat will operate as a two-stage unit.

ReliaTel™ Control Evaporator Fan Operation (for Gas Units)

When the fan selection switch is set to the “Auto” position, the RTRM energizes the (K6) relay coil approximately 1 second after energizing the compressor contactor coil (CC1) in the cooling mode. In the heating mode, the RTRM energizes the (K6) relay coil approximately 45 second after gas ignition. Closing the (K6) contacts on the RTRM energizes the indoor fan relay (F) coil to start the indoor fan motor (IDM).

The RTRM de-energizes the fan relay (F) approximately 60 seconds after the cooling requirement has been satisfied to enhance unit efficiency. When the heating cycle is terminated, the indoor fan relay (F) coil is de-energized approximately 90 seconds after the heating requirement.

When the fan selection switch is set to the “On” position, the RTRM keeps the indoor fan relay coil (F) energized for continuous fan motor operation.

When the unit is equipped with the optional clogged filter switch, wired between terminals J7-3 and J7-4 on the ReliaTel™ options module (RTOM), the RTRM produces an analog output if the clogged filter switch (CFS) closes for two minutes after a request for fan operation. When the system is connected to a remote panel, the “SERVICE” LED will be turned on when this failure occurs.

Unit Start-Up

ReliaTel™ Control Evaporator Fan Operation (for Cooling Only Units)

When the fan selection switch is set to the “Auto” position, the RTRM energizes the (K6) relay coil approximately 1 second after energizing the compressor contactor coil (CC1) in the cooling mode. In the heating mode, the RTRM energizes the (K6) relay coil approximately 1 second before energizing the electric heat contactors. Closing the (K6) contacts on the RTRM energizes the indoor fan relay (F) coil to start the indoor fan motor (IDM). The RTRM de-energizes the fan relay (F) approximately 60 seconds after the cooling requirement has been satisfied to enhance unit efficiency.

When the heating cycle is terminated, the indoor fan relay (F) coil is de-energized at the same time as the heater contactors.

When the fan selection switch is set to the “On” position, the RTRM keeps the indoor fan relay coil (F) energized for continuous fan motor operation.

When the unit is equipped with the optional clogged filter switch, wired between terminals J7-3 and J7-4 on the ReliaTel™ options module (RTOM), the RTRM produces an analog output if the clogged filter switch (CFS) closes for two minutes after a request for fan operation.

When the system is connected to a remote panel, the “SERVICE” LED will be turned on when this failure occurs.

Low Ambient Operation

Note: For ReliaTel™ units only

During low ambient operation, outside air temperature below 55°F, the RTRM will cycle the compressor and outdoor fan motor “Off” for approximately 3 minutes after every 10 minutes of accumulated compressor run time. The indoor fan motor (IDM) will continue to operate during this evaporator defrost cycle (EDC) and the compressor and outdoor fan will return to normal operation once the defrost cycle has terminated and the compressor “Off” time delay has been satisfied.

Note: Units with the dehumidification option - When in dehumidification mode, the unit will not cycle as described above. The unit will run continuously in dehumidification mode at all ambient conditions above 40°F. Dehumidification is disabled at ambient conditions below 40°F.

Multi-Speed Indoor Motor

Notes:

- Multi-speed indoor fan available only on 6, 7.5 (dual compressor) and 8.5 tons high efficiency, and 10 ton products with ReliaTel™ controls.
- Multi-speed indoor fan standard for 17 Plus.

Models configured for the multi-speed indoor motor will be controlled via the 0-10 Vdc or PWC indoor fan speed output located on the RTOM. R136 (DA COOL_FAN SPD) potentiometer on the RTOM sets the maximum motor speed. Note that the potentiometer voltage readings can be verified via 2-position harness connector located adjacent to the RTOM. The unit schematic will illustrate the exact location. Use

a DC voltmeter to read the voltage between the two terminals. Provisions have been made in Service TEST Mode to allow for maximum motor speed adjustment. Motor may be adjusted using modes listed below. Reference the RPM table in the Performance Data section for fan speed.

1. TEST Mode Cool 2; 2-Step Cool applications only
2. TEST Mode Cool 3; 3-Step Cool applications only

Adjust R136 potentiometer clockwise to increase or counterclockwise to decrease motor speed.

Refer to the Fan Output% list below for supply fan output associated with each unit function:

Fan Output%

- Ventilation Only 50%
- Economizer Cooling 65%
- Cool 1 (C1 Energized) 65%
- Cool 2 (C1 + C2) 100% (2-Steps of Cooling)
- Cool 2 (C1 or C2) 65% (3-Steps of Cooling)
- Cool 3 (C1 + C2 Energized) 100%
- Dehumidification Fan Speeds and Enhanced 53%
- Heat 100%

Multi-Zone VAV Sequence of Operation

Supply Air Pressure Control

ReliaTel™ Option Module Control (RTOM)

Supply fan is driven by a pulse-width modulation (PWM) signal from the RTOM.

Note: PWM = 3 to 5 tons

A pressure transducer measures duct static pressure, and the supply fan is modulated to maintain the supply air static pressure within an adjustable user-defined range. The range is determined by the supply air pressure setpoint and supply air pressure deadband, which are set through a unit mounted potentiometer or remote panel. The RTOM provides supply fan motor speed modulation.

The supply fan will accelerate or decelerate as required to maintain the supply static pressure setpoint.

Supply Air Static Pressure Limit

The control of the supply fan and VAV boxes are coordinated, with respect to time, during unit start up and transition to/from Occupied/Unoccupied modes to prevent overpressurization of the supply air ductwork. However, if for any reason the supply air pressure exceeds the fixed supply air static pressure limit of 3.5" W.C., the supply fan is shut down and the VAV boxes are closed. The unit is then allowed to restart three times. If the overpressurization condition occurs on the fourth time, the unit is shut down and a manual reset diagnostic is set and displayed at any of the remote panels with LED status lights or communicated to the Integrated Comfort system.

Unit Start-Up

Supply Air Temperature Controls

Cooling/Economizer

During occupied cooling mode of operation, the economizer (if available) and primary cooling are used to control the supply air temperature. The supply air temperature setpoint is user-defined at the unit mounted VAV Setpoint Potentiometer or at the remote panel. If the enthalpy of the outside air is appropriate to use “free cooling”, the economizer will be used first to attempt to satisfy the supply setpoint. On units with economizer, a call for cooling will modulate the fresh air dampers open. The rate of economizer modulation is based on deviation of the discharge temperature from setpoint, i.e., the further away from setpoint, the faster the fresh air damper will open. Note that the economizer is only allowed to function freely if ambient conditions are below the enthalpy control setting or below the return air enthalpy if unit has comparative enthalpy installed. If outside air is not suitable for “economizing”, the fresh air dampers drive to the minimum open position. A field adjustable potentiometer on the Economizer Actuator, or a remote potentiometer can provide the input to establish the minimum damper position. At outdoor air conditions above the enthalpy control setting, primary cooling only is used and the fresh air dampers remain at minimum position. If the unit does not include an economizer, primary cooling only is used to satisfy cooling requirements.

Supply Air Setpoint Reset

Supply air reset can be used to adjust the supply air temperature setpoint on the basis of a zone temperature, return air temperature, or on outdoor air temperature. Supply air reset adjustment is available on the unit mounted VAV setpoint potentiometer for supply air cooling control.

Reset Based on Outdoor Air Temperature

Outdoor air cooling reset is sometimes used in applications where the outdoor temperature has a large effect on building load. When the outside air temperature is low and the building cooling load is low, the supply air setpoint can be raised, thereby preventing subcooling of critical zones. This reset can lower usage of primary cooling and result in a reduction in primary cooling energy usage. There are two user-defined parameters that are adjustable through the VAV Setpoint Potentiometer: reset temperature setpoint and reset amount. The amount of reset applied is dependent upon how far the outdoor air temperature is below the supply air reset setpoint. The amount is zero where they are equal and increases linearly toward the value set at the reset amount input. The maximum value is 20°F. If the outdoor air temperature is more than 20°F below the reset temperature setpoint the amount of reset is equal to the reset amount setpoint.

Reset Based on Zone or Return Temperature

Zone or return reset is applied to the zone(s) in a building that tends to overcool or overheat. The supply air temperature setpoint is adjusted based on the temperature of the critical zone(s) or the return air temperature. This can have the effect of improving comfort and/or lowering energy usage. The user-defined parameters are the same as for outdoor air reset. Logic

for zone or return reset control is the same except that the origins of the temperature inputs are the zone sensor or return sensor respectively. The amount of reset applied is dependent upon how far the zone or return air temperature is below the supply air reset setpoint. The amount is zero where they are equal and increases linearly toward the value set at the reset amount potentiometer on the VAV setpoint potentiometer. The maximum value is 3°F. If the return or zone temperature is more than 3°F below the reset temperature setpoint the amount of reset is equal to the reset amount setpoint.

Zone Temperature Control

Unoccupied Zone Cooling

During unoccupied mode, the unit is operated as a CV unit. VAV boxes are driven full open and the supply fan is commanded to full speed. The unit controls zone temperature to the Unoccupied zone cooling setpoints.

Daytime Warm-up

During occupied mode, if the zone temperature falls to a temperature three degrees below the Morning Warm-up setpoint, Daytime Warm-up is initiated. The system changes to CV heating (full unit airflow), the VAV boxes are fully opened and the CV heating algorithm is in control until the Morning Warm-up setpoint is reached. The unit is then returned to VAV cooling mode. The Morning Warm-up setpoint is set at the unit mounted VAV Setpoint potentiometer or at a remote panel.

Morning Warm-up (MWU)

Morning warm-up control (MWU) is activated whenever the unit switches from unoccupied to occupied and the zone temperature is at least 1.5°F below the MWU setpoint. When MWU is activated the VAV box output will be energized for at least 6 minutes to drive all boxes open, the supply fan is commanded to full speed, and full heat (gas or electric) is energized. When MWU is activated the economizer damper is driven fully closed. When the zone temperature meets or exceeds the MWU setpoint minus 1.5°F, the heat will be turned or staged down. When the zone temperature meets or exceeds the MWU setpoint then MWU will be terminated and the unit will switch over to VAV cooling.

Variable Air Volume Applications (Single Zone VAV)

Supply Fan Output Control

Units configured for Single Zone VAV will be controlled via the 0-10 Vdc Indoor Fan Speed output located on the RTOM. R136 (DA COOL_FAN SPD) potentiometer on the RTOM sets the maximum motor speed. Note that the potentiometer voltage readings can be verified via 2-position harness connector located adjacent to the RTOM. The unit schematic will illustrate the exact location. Use a DC voltmeter to read the voltage between the two terminals. Reference the RPM table in the Performance Data section for fan speed.

Unit Start-Up

- Use Service TEST Mode to adjust maximum motor speed using modes listed below.
- 1. TEST Mode Cool 2; 2-Step Cool applications only
- 2. TEST Mode Cool 3; 3-Step Cool applications only
- Adjust DA COOL_FAN SPD potentiometer clockwise to increase or counterclockwise to decrease motor speed.
- The control will scale the 0-10 Vdc output from the RTOM linearly to control between the 50%-100% controllable range based on the space cooling demand.

Minimum Supply Fan Output

- Refer to the table below for details on minimum supply fan output signals associated with each unit function.
- Minimum Fan Output%
- Ventilation Only 50%
- Economizer Cooling 65%
- Cool 1 (C1 Energized) 65%
- Cool 2 (C1 + C2) 82% (2-Steps of Cooling)
- Cool 2 (C1 or C2) 65% (3-Steps of Cooling)
- Cool 3 (C1 + C2 Energized) 82%
- Heat 100%

Discharge Air Cool Setpoint Adjustment

- Single Zone VAV units will require traditional zone heating (if heat installed) and cooling setpoints that are used on single speed units in addition to a new setpoint: Discharge Air Cool Setpoint limit. Discharge Air Cool Setpoints will be customer selectable via a potentiometer (DACR) adjacent to the RTOM with a range of 40- 70°F.
- The table below lists the discharge air cool setpoints on the DACR.

Note: The recommended setting is 50°F.

Table 17. Discharge air cool setpoints (DACR)

Setpoint (°F)	Voltage (Vdc)
40 - <0.1	55 - 1.65
41 - 0.2	56 - 1.7
42 - 0.3	57 - 1.75
43 - 0.45	58 - 1.83
44 - 0.55	59 - 1.9
45 - 0.7	60 - 1.95
46 - 0.8	61 - 2
47 - 0.95	62 - 2.05
48 - 1.05	63 - 2.1
49 - 1.15	64 - 2.13
50 - 1.25	65 - 2.17
51 - 1.3	66 - 2.21
52 - 1.35	67 - 2.27
53 - 1.45	68 - 2.3
54 - 1.55	69 - 2.35
70 - >2.4	

ReliaTel™ Control Cooling with an Economizer

The economizer is utilized to control the zone temperature providing the outside air conditions are suitable. Outside air is drawn into the unit through modulating dampers. When cooling is required and economizing is possible, the RTRM sends the cooling request to the unit economizer actuator (ECA) to open the economizer damper. The RTRM tries to cool the zone utilizing the economizer to slightly below the zone temperature setpoint. If the mixed air sensor (MAS) senses that the mixed air temperature is below 53°F, the damper modulates toward the closed position. If the zone temperature continues to rise above the zone temperature setpoint controlband and the economizer damper is full open, the RTRM energizes the compressor contactor (CC1). If the zone temperature continues to rise above the zone temperature setpoint controlband and the economizer damper is fully open, the RTRM energizes the compressor contactor (CC2).

Multi-Speed Fan

When economizing alone or with 1st stage cooling the indoor motor will operate at low speed. If economizing and 2nd stage cooling requested, the indoor motor will transition from low to high speed.

Single Zone VAV

The indoor motor will vary the indoor motor speed to optimize minimum fan speed for the cooling demand in all modes (Economizer Only, Economizer + 1st Stage Cooling, or Economizer + 1st/2nd Stage Cooling).

The ECA continues to modulate the economizer damper open/closed to keep the mixed air temperature that is calculated by the RTRM.

If economizing is not possible, the ECA drives the damper to the minimum position setpoint when the indoor fan relay (F) is energized and allows mechanical cooling operation.

When the unit is equipped with the optional fan failure switch, wired between terminals J7-5 and J7-6 on the RTOM, the RTRM will stop all cooling functions and produce an analog output if the fan failure switch (FFS) does not open within 40 seconds after a request for fan operation. When the system is connected to a remote panel, the "SERVICE" LED will flash when this failure occurs.

ReliaTel™ Control Dehumidification

Single Compressor Units

On a call for dehumidification, the reheat valve is energized and the compressor is turned on. When the humidity control setpoint is satisfied, the valve is de-energized and the compressor is turned off. If there is a call for cooling or heating from the space temperature controller, i.e. zone sensor or thermostat, while in reheat, the reheat valve is de-energized and the compressor continues to run, or the heat is turned on. The 3 minute compressor on and off times are still active during compressor operation.

Unit Start-Up

Dual Compressor Units

The dehumidification cycle is only permitted above 40°F and below 100°F and is not permitted during a heating cycle or during a demand for 2nd stage cooling. Otherwise, when an installed zone humidity sensor indicates a relative humidity equal to or greater than the RH set point as adjusted on the ReliaTel™ options module (RTOM), a dehumidification cycle is initiated. The sequence of operation for the dehumidification cycle is identical to that of the second stage ReliaTel™ cooling cycle, except that the hot gas reheat valve (RHV) is energized, allowing air from the evaporator to be reheated. Also, any installed fresh air damper is driven to minimum position. The dehumidification cycle is terminated by initiation of a heating cycle or a 2nd stage cooling cycle or when zone humidity is reduced to 5% below the R.H. set point. In the absence of a zone humidity sensor input, an on/off input from a zone humidistat is used to initiate/terminate the dehumidification cycle.

Dehumidification takes priority over a call for one-stage cooling.

Heating or two-stage cooling takes priority over dehumidification, and a relative humidity sensor takes priority over a humidistat.

Dehumidification Coil Purge Cycle

On multiple circuit units with dehumidification/reheat configured, a purge cycle will be active for compressor reliability. The purpose of this function is to properly distribute refrigerant and lubricant throughout the system by temporarily switching to the unused section of the coil for 3 minutes (purge cycle). The function operates as follows:

1. A purge cycle will be initiated after 90 minutes of accumulated compressor run time in only one mode: cooling or dehumidification, without transitioning to the other mode.
2. A purge cycle will consist of transitioning to the mode that hasn't run in 90 minutes of total compressor operation. The cycle will last for a period of 3 minutes.
3. The 90-minute cycle count will be reset anytime there is a normal transition between cooling and dehumidification. Transitioning from one of these modes to any other mode (off or heat) will not reset the counter.
4. If the purge cycle is a cooling cycle, only the first circuit will be activated. If it is a dehumidification cycle then the normal 2-compressor dehumidification mode cycle will be used.
5. The purge cycle will ignore the low ambient dehumidification lockout feature.
6. A purge cycle takes priority over normal cooling or dehumidification requests, but will discontinue for all high priority lockouts and alarms.

ReliaTel™ Control Cooling with an Economizer

The economizer is utilized to control the zone temperature providing the outside air conditions are suitable. Outside air is drawn into the unit through modulating dampers. When cooling is required and economizing is possible, the RTRM sends the cooling request to the unit economizer actuator (ECA) to open the economizer damper. The RTRM tries to cool the zone utilizing the economizer to slightly below the zone temperature setpoint. If the mixed air sensor (MAS) senses that the mixed air temperature is below 53°F, the damper modulates toward the closed position. If the zone temperature continues to rise above the zone temperature setpoint control band and the economizer damper is full open for 5 minutes, the RTRM energizes the compressor contactor (CC1). If the zone temperature continues to rise above the zone temperature setpoint control band and the economizer damper is fully open, the RTRM energizes the compressor contactor (CC2).

The ECA continues to modulate the economizer damper open/closed to keep the mixed air temperature that is calculated by the RTRM.

If economizing is not possible, the ECA drives the damper to the minimum position setpoint when the indoor fan relay (F) is energized and allows mechanical cooling operation.

When the unit is equipped with the optional fan failure switch, wired between terminals J7-5 and J7-6 on the RTOM, the RTRM will stop all cooling functions and produce an analog output if the fan failure switch (FFS) does not open within 40 seconds after a request for fan operation. When the system is connected to a remote panel, the "SERVICE" LED will flash when this failure occurs.

Note: For units equipped with the dehumidification option, if the unit is economizing, the damper resets to minimum position while in dehumidification mode.

Economizer Set-Up

Adjusting the minimum position potentiometer located on the unit economizer actuator (ECA) sets the required amount of ventilation air.

Two of the three methods for determining the suitability of the outside air can be selected utilizing the enthalpy potentiometer on the ECA, as described below:

1. Ambient temperature - controlling the economizing cycle by sensing the outside air dry bulb temperature. The following table lists the selectable dry bulb values by potentiometer setting.
2. Reference enthalpy - controlling the economizer cycle by sensing the outdoor air humidity. The following table lists the selectable enthalpy values by potentiometer setting. If the outside air enthalpy value is less than the selected value, the economizer is allowed to operate.
3. Comparative enthalpy - utilizing a humidity sensor and a temperature sensor in both the return air stream and the outdoor air stream, the unit control processor (RTRM) will be able to establish which conditions are best suited for

Unit Start-Up

maintaining the zone temperature, i.e. indoor conditions or outdoor conditions. The potentiometer located on the ECA is non-functional when both the temperature and humidity sensors are installed.

Table 18. Potentiometer settings

Potentiometer Setting	Dry Bulb	Reference Enthalpy
A	73°F (22.8°C)	27 Btu/lb (63 kJ/kg)
B	70°F (21.1°C)	25 Btu/lb (58 kJ/kg)
C	67°F ^(a) (19.4°C)	23 Btu/lb (53 kJ/kg)
D	63°F (17.2°C)	22 Btu/lb (51 kJ/kg)
E	55°F (12.8°C)	19 Btu/lb (44 kJ/kg)

(a) Factory settings

ReliaTel™ Control Heating Operation (for Cooling Only Units)

When the system switch is set to the “Heat” position and the zone temperature falls below the heating setpoint control band, the RTRM energizes (K1) relay coil. When the (K1) relay contacts close, located on the RTRM, the first stage electric heat contactor (AH or AH and CH) is energized.

If the first stage of electric heat can not satisfy the heating requirement, the RTRM energizes (K2) relay coil. When the (K2) relay contacts close, located on the RTRM, the second stage electric heat contactor (BH) is energized, if applicable. The RTRM cycles both the first and second stages of heat “On” and “Off” as required to maintain the zone temperature setpoint.

ReliaTel™ Control Heating Operation (for Gas Units)

When the system switch is set to the “Heat” position and the zone temperature falls below the heating setpoint control band, a heat cycle is initiated when the RTRM communicates ignition information to the Ignition module (IGN).

Ignition Module

Two-stage (IGN) runs self-check (including verification that the gas valve is de-energized). (IGN) checks the high-limit switches (TC01 and TC02) for normally closed contacts, the pressure switch (PS) for normally open contacts, and the flame rollout (FR) switch for continuity. (IGN) energizes inducer blower on high speed to check pressure switch closure. If the pressure switch is closed, the inducer blower starts a 20-second pre-purge (15 seconds on high speed followed by 5 seconds on low speed). If the pressure switch (PS) is still open, the inducer blower will continue to be energized on high speed until pressure switch closure. After pre-purge completes, the (IGN) energizes the first stage of the gas valve, initiates spark for 2 seconds minimum, 7 seconds maximum (ignition trial) and detects flame and de-energizes spark. From this point, a fixed 45 second indoor blower delay on timing starts. After the indoor blower delay on is completed, the (IGN) energizes the indoor blower. The (IGN) enters a normal operating loop where all inputs are continuously monitored. If the first stage of gas

heat can not satisfy the heating requirement, the thermostat closes W2. The (IGN) energizes the second stage of the gas valve and the second stage of inducer blower. When the zone thermostat is satisfied, the (IGN) de-energizes the gas valve. The (IGN) senses loss of flame. The (IGN) initiates a 5 second inducer blower post purge. The (RTRM) initiates a second indoor blower delay off.

For Ultra Low NOX gas furnace units, the vestibule temperature limit switch must also be in closed state in order for the gas valve and the premix blower to be energized. In absence of gas valve and premix blower not being energized, the burner will fail to ignite.

If the burner fails to ignite, the ignition module will attempt two retries before locking out. The green LED will indicate a lock out by two fast flashes. An ignition lockout can be reset by;

1. Opening for 3 seconds and closing the main power disconnect switch.
2. Switching the “Mode” switch on the zone sensor to “OFF” and then to the desired position.
3. Allowing the ignition control module to reset automatically after one hour. Refer to the “Ignition Control Module Diagnostics” section for the LED diagnostic definitions.

When the fan selection switch is set to the “Auto” position, the RTRM energizes the indoor fan relay (F) coil approximately 30 second after initiating the heating cycle to start the indoor fan motor (IDM).

Table 19. Ignition module diagnostics

Steady light	Module is powered up, but no active call for heat.
Blinking at continuous steady rate	Active call for heat.
One blink	Loss of communication.
Two blinks	System lockout (failure to ignite, no spark, low/no gas pressure, etc.)
Three blinks	Pressure switch (no vent air flow, bad CBM, closed at initial call for heat). Auto reset.
Four blinks	High limit (excessive heat in combustion chamber, low airflow). Auto reset.
Five blinks	Flame sensed and gas valve not energized or flame sensed and no call for heat.
Six blinks	Flame rollout (CBM failure, incorrect gas pressure, incorrect primary air). Requires manual reset of the switch.
Seven blinks	ReliaTel™ module will communicate a heat fail diagnostic back to the RTRM.

Drain Pan Condensate Overflow Switch (Optional)

This input incorporates the condensate overflow switch (COF) mounted on the drain pan and the ReliaTel™ options module (RTOM). When the condensate level reaches the trip point for 6 continuous seconds, the RTOM will shut down all unit function until the overflow condition has cleared. The unit will return to normal operation after 6 continuous seconds with the COF in a non-tripped condition. If the condensate level causes the unit to shutdown more than 2 times in a 3 day period, the

Unit Start-Up

unit will be locked-out of operation. A manual reset of the diagnostic system through the zone sensor or Building Automation System (BAS) will be required. Cycling unit power will also clear the fault.

Electromechanical Controls

These units are offered with two control options, electromechanical and ReliaTel™ controls. The ReliaTel™ controls is a microelectronic control feature, which provides operating functions that are significantly different than conventional electromechanical units.

Electromechanical Control Cooling without an Economizer

When the thermostat switch is set to the “Cool” position and the zone temperature rises above the cooling setpoint, the thermostat Y contacts close. The compressor contactor (CC1) coil is energized provided the low pressure control (LPC1), high pressure control (HPC1) and discharge line thermostat (TDL 1) are closed. When the (CC1) contacts close, compressor (CPR1) and the outdoor fan motor (ODM) start. If the first stage of cooling can not satisfy the cooling requirement, the thermostat closes Y2. The compressor contactor (CC2) coil is energized provided the low pressure control (LPC2), high pressure control (HPC2) and discharge line thermostat (TDL 2) are closed.

When the (CC2) contacts close, compressor (CPR2) starts.

Electromechanical Control Evaporator Fan Operation (for Gas Units)

When the thermostat fan selection switch is set to the “Auto” position, the Ignition Module (IGN) energizes the indoor fan relay (F) approximately 1 second after energizing the compressor contactor coil (CC1) in the cooling mode. In the heating mode, the Ignition Module (IGN) energizes the indoor fan relay (F) coil approximately 45 second after gas ignition. Closing indoor fan relay (F) coil starts the indoor fan motor (IDM). The (IGN) de-energizes the fan relay (F) approximately 80 seconds after the cooling requirement has been satisfied to enhance unit efficiency.

When the heating cycle is terminated, the indoor fan relay (F) coil is de-energized approximately 90 seconds after the heating requirement.

When the thermostat fan selection switch is set to the “On” position, the (IGN) keeps the indoor fan relay coil (F) energized for continuous fan motor operation.

Electromechanical Evaporator Fan Operation (for Cooling Only Units)

When the thermostat fan selection switch is set to the “Auto” position, the thermostat energizes the indoor fan relay coil (F) to start the indoor fan motor (IDM). The fan relay (F) de-energizes after the cooling requirement has been satisfied. When the heating cycle is terminated, the indoor fan relay (F) coil is de-energized with heater contactors.

When the thermostat fan selection switch is set to the “On” position, the thermostat keeps the indoor fan relay coil (F) energized for continuous fan motor operation.

Economizer Set-Up

Adjusting the minimum position potentiometer located on the unit economizer actuator (ECA) sets the required amount of ventilation air.

Ambient temperature is controlling the economizing cycle by sensing the outside air dry bulb temperature. The following table lists the selectable dry bulb values by potentiometer setting.

Table 20. Potentiometer settings

Potentiometer Setting	Dry Bulb	Reference Enthalpy
A	73°F (22.8°C)	27 Btu/lb (63 kJ/kg)
B	70°F (21.1°C)	25 Btu/lb (58 kJ/kg)
C	67°F ^(a) (19.4°C)	23 Btu/lb (53 kJ/kg)
D	63°F (17.2°C)	22 Btu/lb (51 kJ/kg)
E	55°F (12.8°C)	19 Btu/lb (44 kJ/kg)

(a) Factory settings

Electromechanical Control Cooling with an Economizer

The economizer is utilized to control the zone temperature providing the outside air conditions are suitable. Outside air is drawn into the unit through modulating dampers.

When cooling is required and economizing is possible, the unit economizer actuator (ECA) opens the economizer damper. The ECA continues to modulate the economizer damper open/closed to keep the mixed air temperature in the 50°F to 55°F range.

The thermostat will close the Y2 contacts to turn on contactor (CC1) if mechanical cooling is required.

If economizing is not possible, the ECA drives the damper to the minimum position setpoint when the indoor fan relay (F) is energized and allows mechanical cooling operation.

Electromechanical Control Heating Operation (for Cooling Only Units)

When the system switch is set to the “Heat” position and the zone temperature falls below the heating setpoint, the thermostat closes W1 contacts the first stage electric heat contactor (AH or AH and CH) is energized. If the first stage of electric heat can not satisfy the heating requirement, the thermostat closes W2.

Unit Start-Up

When the W2 contacts close, the second stage electric heat contactor (BH) is energized, if applicable. The thermostat cycles both the first and second stages of heat “On” and “Off” as required to maintain the zone temperature setpoint.

Electromechanical Control Heating Operation (for Gas Units)

When the system switch is set to the “Heat” position and the zone temperature falls below the heating setpoint, the Ignition module (IGN) initiates a heat cycle.

Ignition Module Low, Medium and High Heat

Two-stage (IGN) runs self-check (including verification that the gas valve is de-energized). (IGN) checks the high-limit switches (TC01 and TC02) for normally closed contacts, the pressure switch (PS) for normally open contacts, and the flame rollout (FR) switch for continuity. (IGN) energizes inducer blower on high speed to check pressure switch closure.

If the pressure switch is closed, the inducer blower starts a 20 second pre-purge (15 seconds on high speed followed by 5 seconds on low speed).

If the pressure switch (PS) is still open, the inducer blower will continue to be energized on high speed until pressure switch closure.

After pre-purge completes, the (IGN) energizes the first stage of the gas valve, initiates spark for 2 seconds minimum, 7 seconds maximum (ignition trial) and detects flame and de-energizes spark. From this point, a fixed 45 second indoor blower delay on timing starts.

After the indoor blower delay on is completed, the (IGN) energizes the indoor blower. The (IGN) enters a normal operating loop where all inputs are continuously monitored. If the first stage of gas heat can not satisfy the heating requirement, the thermostat closes W2. The (IGN) energizes the second stage of the gas valve and the second stage of inducer blower.

When the zone thermostat is satisfied, the (IGN) de-energizes the gas valve. The (IGN) senses loss of flame. The (IGN) initiates a 5 second inducer blower post purge and 90 second indoor blower delay off at current speed. The (IGN) de-energizes the inducer blower at the end of the post purge. The (IGN) de-energizes the indoor blower at the end of the selected indoor blower delay off.

Table 21. Ignition module diagnostics

Steady light	Module is powered up, but no active call for heat.
Blinking at continuous steady rate	Active call for heat.
One blink	Loss of communication.
Two blinks	System lockout (failure to ignite, no spark, low/no gas pressure, etc.)
Three blinks	Pressure switch (no vent air flow, bad CBM, closed at initial call for heat). Auto reset.
Four blinks	High limit (excessive heat in combustion chamber, low airflow). Auto reset.

Table 21. Ignition module diagnostics (continued)

Five blinks	Flame sensed and gas valve not energized or flame sensed and no call for heat.
Six blinks	Flame rollout (CBM failure, incorrect gas pressure, incorrect primary air). Requires manual reset of the switch.
Seven blinks	W1 and W2 swapped (electromechanical 3-10 tons units).

Drain Pan Condensate Overflow Switch (Optional)

The condensate overflow switch (COF) is utilized to prevent water overflow from the drain pan. The float switch is installed on the corner lip of the drain pan. When the condensate level reaches the trip point, the COF relay energizes and opens the 24 Vac control circuit which disables the unit. Once the 24 Vac control circuit is opened, a delay timer will prevent unit start-up for three minutes.

Verifying Proper Air Flow

WARNING

Live Electrical Components!

Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury. When it is necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been properly trained in handling live electrical components perform these tasks.

Units with 5-Tap Direct Drive Indoor Fan

Much of the systems performance and reliability is closely associated with, and dependent upon having the proper airflow supplied both to the space that is being conditioned and across the evaporator coil.

The indoor fan motor is factory wired to operate on speed tap 1 in the cooling and heating mode for electric/electric units. For Gas/Electric units, the motor is factory wired to operate on speed tap 1 during cooling. For 3 and 4 ton Gas/Electric units operating in heat mode, the minimum setting is Tap 4.

For these units, a separate tap terminal is provided to change speeds automatically between heating and cooling. The motor can be rewired for different speed settings should the application require it. Refer to the wiring diagram that shipped in the unit and the unit fan performance tables in the Service Facts.

The indoor fan motors are specifically designed to operate within the BHP parameters listed in the fan performance tables of the unit Service Facts.

When verifying direct drive fan performance, the tables must be used somewhat differently than those of belt driven fans. Fan performance diagnostics can be easily recognized when these tables are used correctly.

Unit Start-Up

Before starting the SERVICE TEST, set the minimum position setpoint for the economizer to 0 percent using the setpoint potentiometer located on the Economizer Control (ECA), if applicable.

ReliaTel™ Control: Using the Service Test Guide in [Table 16, p. 50](#), momentarily jump across the Test 1 and Test 2 terminals on LTB1 one time to start the Minimum Ventilation Test.

Electromechanical Control: Using the Service Test Guide perform the proper test mode connections.

With the fan operating properly, determine the total system external static pressure (inches w.c.) by the following method (ReliaTel™/Electromechanical):

1. Measure the supply and return duct static pressure and sum the resulting absolute values,
2. Use the accessory pressure drop table in the Service Facts, to calculate the total static pressure drop for all of the accessories installed on the unit; i.e., curb, economizer, etc.

Note: *Accessory static pressure drop is based on desired CFM and may not be actual static pressure drop.*

3. Add the total accessory static pressure drop (step 2) to the duct external static pressure (step 1). The sum of these two values represents the total system external static pressure.

Using the Fan Performance Tables in the Service Facts, look up the selected speed tap setting and match the measured ESP to determine the approximate CFM.

If the required CFM is too low, (external static pressure is high) do one or both of the following and repeat procedure:

- a. Relieve supply and/or return duct static.
- b. Change indoor fan speed tap to a higher value

If the required CFM is too high, (external static pressure is low), do one or both of the following and repeat procedure:

- a. Increase supply and/or return duct static.
- b. Change indoor fan speed tap to a lower value.

Note: *Minimum setting for units with Gas or Electric Heat is 320 CFM per Ton. For 3 and 4 Ton Gas Heat units operating in heating mode the heat speed set cannot be lower than Speed Set 4.*

4. To stop the SERVICE TEST, turn the main power disconnect switch to the "Off" position or proceed to the next component start-up procedure.

Units with Belt Drive Indoor Fan

Much of the systems performance and reliability is closely associated with, and dependent upon having the proper airflow supplied both to the space that is being conditioned and across the evaporator coil.

The indoor fan speed is changed by opening or closing the adjustable motor sheave.

Before starting the SERVICE TEST, set the minimum position setpoint for the economizer to 0 percent using the setpoint

potentiometer located on the Economizer Control (ECA), if applicable.

ReliaTel™ Control: Using the Service Test Guide in [Table 16, p. 50](#), momentarily jump across the Test 1 and Test 2 terminals on LTB1 one time to start the Minimum Ventilation Test.

Electromechanical Control: Using the Service Test Guide perform the proper test mode connections. Once the supply fan has started, check for proper rotation. The direction of rotation is indicated by an arrow on the fan housing.

With the fan operating properly, determine the total system airflow (CFM) by (ReliaTel™/Electromechanical):

1. Measuring the actual RPM,
 2. Measure the amperage at the supply fan contactor and compare it with the full load amp (FLA) rating stamped on the motor nameplate.
 - a. Calculate the theoretical BHP using (Actual Motor Amps/ Motor Nameplate Amps) X Motor HP.
 - b. Using the fan performance tables in the unit Service Facts, plot the actual RPM (step 1) and the BHP (step 2a) to obtain the operating CFM.
 3. If the required CFM is too low, (external static pressure is high causing motor HP output to be below table value),
 - a. Relieve supply and/or return duct static.
 - b. Change indoor fan speed and repeat steps 1 and 2.
- To Increase Fan RPM; Loosen the pulley adjustment set screw and turn sheave clockwise.
 - To Decrease Fan RPM; Loosen the pulley adjustment set screw and turn sheave counterclockwise.
 - If the required CFM is too high, (external static pressure is low causing motor HP output to be above table value), change indoor fan speed and repeat steps 1 and 2.
 - To stop the SERVICE TEST, turn the main power disconnect switch to the "Off" position or proceed to the next component start-up procedure.

Units with Direct Drive Indoor Fan - Electromechanical Control

Much of the systems performance and reliability is closely associated with, and dependent upon having the proper airflow supplied both to the space that is being conditioned and across the evaporator coil. The indoor fan speed is changed by adjusting the output voltage from the MMC/ECM board to the direct drive fan. Before starting the SERVICE TEST, set the minimum position setpoint for the economizer to 0 percent using the setpoint potentiometer located on the Economizer Control (ECA), if applicable.

Unit Start-Up

ReliaTel™ Units with Direct Drive Indoor Fan

Note: 10 tons standard efficiency, 6 (074) to 10 tons high efficiency and optional on 7.5 (092) to 8.5 tons standard efficiency

Much of the systems performance and reliability is closely associated with, and dependent upon having the proper airflow supplied both to the space that is being conditioned and across the evaporator coil. The indoor fan speed is changed by adjusting the voltage from the RTOM indoor fan speed output to the direct drive plenum fan. If installed, before starting the SERVICE TEST disable the economizer by disconnecting the 4 pin power connector located at the base of the Economizer Control (ECA).

Using the service test guide in [Table 16, p. 50](#), momentarily jump across the Test 1 and Test 2 terminals on LTB1. Repeat process until Service Test Mode is at Cool 2 (2-Steps of Cooling Applications Only) or Cool 3 (3-Steps of Cooling applications). The indoor motor shall be operating @ 100%, to verify turn DA COOL_FAN SPD potentiometer full clockwise, voltage should read ~7.5 Vdc across harness test terminals. The Unit schematic illustrates location for measuring the indoor motor speed voltage.

Table 22. Direct drive plenum fan settings (rpm vs. voltage)— T/YHC074F, T/YHC092F, T/YHC102F, T/YHC120F, T/YSC092H (Digit 15=6,7), T/YSC102H (Digit 15=6,7), YSC120F

Potentiometer Voltage	Motor RPM
1	N/A
1.25	N/A
1.5	N/A
1.75	N/A
2	N/A
2.25	325
2.5	402
2.75	465
3	544
3.25	630
3.5	716
3.75	775
4	845
4.25	912
4.5	976
4.75	1044
5	1115
5.25	1203
5.5	1253
5.75	1312
6	1368
6.25	1425
6.5	1475
6.75	1533

Table 22. Direct drive plenum fan settings (rpm vs. voltage)— T/YHC074F, T/YHC092F, T/YHC102F, T/YHC120F, T/YSC092H (Digit 15=6,7), T/YSC102H (Digit 15=6,7), YSC120F

Potentiometer Voltage	Motor RPM
7	1581
7.25	1615
7.5	1615

Table 23. Direct drive plenum fan settings (rpm vs. voltage) - TSC120H

Potentiometer Voltage	Motor RPM
0.5	N/A
1	N/A
1.5	N/A
1.8	N/A
2	N/A
2.1	255.6
2.3	357.2
2.5	428.2
2.7	520
2.9	602
3.1	693
3.3	795
3.5	868
3.7	964
3.9	1060
4.1	1126
4.3	1229
4.5	1310
4.7	1395
4.9	1490
5.1	1564
5.3	1652
5.5	1763
5.7	1833
5.9	1930
6.1	2000
6.3	2092
6.5	2182
6.7	2238
6.9	2238.5
7.1	2240.1
7.3	2243.5
7.5	2245.7
7.6	2262.9

Notes:

1. See fan tables for unit rpm and cfm units.
2. Factory setting is 5V.

Unit Start-Up

Once the supply fan has started, determine the total system airflow (CFM)

1. Measure the DC voltage across harness test terminals. Using the fan rpm table shown above, determine RPM correlated to measured voltage.
2. If the required CFM is too low, (external static pressure is high causing motor HP output to be below table value),
 - a. Relieve supply and/or return duct static.
 - b. Change indoor fan speed and repeat steps 1 and 2.
- To Increase/Decrease Fan RPM turn DACOOL_FAN SPD on the RTOM clockwise/counter-clockwise.
3. If the required CFM is too high, (external static pressure is low causing motor HP output to be above table value), change indoor fan speed and repeat steps 1 and 2.
- Stop the SERVICE TEST, turn the main power disconnect switch to the "Off" position and reconnect Economizer 4-pin power connector if disconnected for this procedure.

Proceed to the next component start-up procedure.

Electromechanical Control: Using the Service Test Guide perform the proper test mode connections.

Once the supply fan has started, determine the total system airflow (CFM) by (ReliaTel™/Electromechanical):

1. Measure the amperage at the supply fan contactor and compare it with the full load amp (FLA) rating for the evaporator motor stamped on the unit nameplate.
 - a. Calculate the theoretical BHP using (Actual Motor Amps/Motor Nameplate Amps) X Motor HP.
 - b. Using the fan performance tables in the unit Service Facts, plot the actual RPM (step 1) and the BHP (step 2a) to obtain the operating CFM.
2. If the required CFM is too low, (external static pressure is high causing motor HP output to be below table value),
 - a. Relieve supply and/or return duct static.
 - b. Change indoor fan speed and repeat steps 1 and 2.
- For ECM board: To Increase/Decrease Fan RPM:
 - a. Push and hold the SET button for 3 sec. Board will display Motor 1 parameter name: Hi 1.
 - b. Slow push SET again to display the parameter's current value = 7.50 volts.
 - c. Push on + or – button to adjust parameter to desired value = XXX volts.
 - d. Push and hold SET button for 3 sec to "save" the value. After save is complete, Hi 1 will show again.
 - e. After the voltage Hi 1 is successfully changed, the display sequence will be:

MTR 1---> XXX ----> MTR2 ----> 0.00---->FST1---->ON/
OFF---->FST2---->ON/OFF---->EhEn-- --->ON/OFF

The motor will ramp up or down to adjust to the input signal. Using the fan rpm table above, determine RPM correlated to displayed voltage.

- If the required CFM is too high, (external static pressure is low causing motor HP output to be above table value), change indoor fan speed and repeat steps 1 and 2.
- To stop the SERVICE TEST, turn the main power disconnect switch to the "Off" position or proceed to the next component start-up procedure.

Units with Constant CFM Direct Drive Indoor Fan

Much of the systems performance and reliability is closely associated with, and dependent upon having the proper airflow supplied both to the space that is being conditioned and across the evaporator coil. The indoor fan provides a constant CFM base on voltage output for the potentiometer on the RTOM board. Before starting the SERVICE TEST, set the minimum position setpoint for the economizer to 0% using the setpoint potentiometer located on the Economizer Control (ECA), if applicable.

ReliaTel™ Control: Using the Service Test Guide in [Table 16, p. 50](#), momentarily jump across the Test 1 and Test 2 terminals on LTB1 one time to start the Minimum Ventilation Test.

Once the supply fan has started, determine the total system airflow (CFM) by:

1. Measure the DC voltage across pins TP1 and ground (screw on corner of RTOM board). Lookup desired CFM using the voltage CFM table shown on the access panel label or in the unit Service Facts; record corresponding voltage. Adjust potentiometer until output voltage across TP1 and ground achieves desired CFM setpoint.
2. To increase voltage/CFM, turn potentiometer clockwise.
3. To decrease voltage/CFM, turn potentiometer counter-clockwise.

Note: With ID fan access panel removed, fan will operate at lower RPM due to the decrease in pressure. Once panel is installed, RPM will increase.

17 Plus units with the constant CFM direct drive indoor fan

Proper airflow is critical to unit operation. All 17 Plus Precedent units (037, 047, and 067 units) use an indoor fan that provides a constant CFM. There are two different types of 17 Plus Precedent units: Single Zone VAV units and Multi Speed units. Both types of units use the same type of indoor motor and the same airflow adjustment procedure.

To adjust airflow on a 17 Plus unit the Service Test mode must be used for accurate results. Additionally, airflow adjustments should be made in either "Cool Stage 2" or any stage of heat because the fan is driven to its maximum setting during these stages. Only the maximum fan setting requires adjustment, all other fan speeds follow the maximum adjustment and do not require any adjustment.

Using the Service Test Guide in [Table 16, p. 50](#), enter the unit into either "Cool Stage 2" or any stage of heat by using either the "Step Test Mode" or "Resistance Test Mode".

Unit Start-Up

Once the unit is in either "Cool Stage 2" or any stage of heat, system airflow (CFM) is determined by:

1. In the indoor fan compartment, locate the R136 potentiometer on the RTOM circuit board (also designated "DA COOL - FAN SPD"). Also, locate the TP1 test pin loop next to the R136 potentiometer.
2. Measure the DC Voltage across the test pin TP1 and unit chassis ground. Compare DC voltage to the CFM chart shown in Table 24, p. 62. Table 24, p. 62 shows what DC voltage corresponds to CFM per ton of unit cooling.

Note: If 1200 cfm is required from a 3 ton unit (037) the R136 potentiometer should be adjusted so that the DC voltage measured at TP1 to ground reads 1.65 volts DC.

3. To increase the TP1 voltage, turn the R136 potentiometer clockwise.
4. To decrease the TP1 voltage, turn the R136 potentiometer counter-clockwise.

Note: With the indoor fan access panel removed, the fan will operate at a lower RPM because static pressure is reduced with the door open. Once the panel is returned the RPM of the indoor fan will increase.

Table 24. Cfm vs. vdc

PWM% value	Potentiometer Voltage (Vdc)	CFM/Ton
70	<0.1	320
75	0.7	347
80	1.25	373
85	1.65	400
90	1.95	427
95	2.17	453
100	>2.4	480

Variable Air Volume Applications (Traditional VAV)

Supply Air Temperature Control - Occupied Cooling and Heating

The RTRM is designed to maintain a selectable supply air temperature of 40°F to 90°F with a +/- 3.5°F deadband. In cooling, if supply air temperature is more than 3.5 degrees warmer than the selected temperature, a stage of cooling will be turned "On" (if available). Then if the supply air temperature is more than 3.5° cooler than the selected temperature, a stage of cooling will be turned "Off". At very low airflows the unit may cycle stages "On" and "Off" to maintain an average discharge air temperature outside the 7° deadband. During low load or low airflow conditions the actual temperature swing of the discharge air will likely be greater. The RTRM utilizes a proportional and integral control scheme with the integration occurring when the supply air temperature is outside the deadband. As long as the supply air temperature is within the setpoint deadband, the system is considered to be satisfied and no staging up or down will occur.

Note: The RTRM is designed to maintain a selectable supply air temperature of 40°F to 90°F with a +/- 3.5°F deadband. However, to reduce the risk of evaporator coil freeze-up in Precedent and Voyager Light Commercial applications, supply air temperature should not be set below 50° F.

Supply Air Temperature Control with an Economizer

The economizer is utilized to control the supply air cooling at +1.5°F around the supply air temperature setpoint range of 40°F and 90°F providing the outside air conditions are suitable. To reduce the risk of evaporator coil freeze-up supply air temperature should not be set below 50° F. While economizing, the mechanical cooling is disabled until the economizer dampers have been fully open for three minutes. If the economizer is disabled due to unsuitable conditions, the mechanical cooling will cycle as though the unit had no economizer.

Note: The RTRM is designed to maintain a selectable supply air temperature of 40°F to 90°F with a +/- 3.5°F deadband. However, to reduce the risk of evaporator coil freeze-up in Precedent and Voyager Light Commercial applications, supply air temperature should not be set below 50°F.

VHR Relay Output

During unoccupied mode, daytime warm-up (DWU), morning warm-up (MWU) and heating mode the Supply Fan will operate at 100% of user set maximum airflow. All VAV boxes must be opened through an ICS program or by the VHR wired to the VAV boxes. The RTRM will delay 100% fan operation approximately 6.5 minutes when switching from occupied cooling mode to a heating mode.

Zone Temperature Control without a Night Setback Panel or ICS - Unoccupied Cooling

When a field supplied occupied/unoccupied switching device is connected between RTRM J6-11 and RTRM J6-12, both the economizer and the mechanical cooling will be disabled.

Zone Temperature Control without a Night Setback Panel or ICS - Unoccupied Heating

When a field supplied occupied/unoccupied switching device is connected between RTRM J6-11 and J6-12 and DWU is enabled, the zone temperature will be controlled at 10°F below the Morning Warm-up setpoint, but not less than 50°F, by cycling one or two stages of either gas or electric heat, whichever is applicable.

Morning Warm-up (MWU) Control

Morning Warm-up is activated if the zone temperature is at least 1.5°F below the MWU setpoint whenever the system switches from Unoccupied to Occupied status. The MWU setpoint may be set from the unit mounted potentiometer or a remotely mounted potentiometer. The setpoint ranges are from 50°F to 90°F. When the zone temperature meets or exceeds the MWU setpoint, the unit will switch to the "Cooling"

Unit Start-Up

mode. The economizer will be held closed during the morning warm-up cycle.

Daytime Warm-up (DWU) Control

Daytime Warm-up is applicable during occupied status and when the zone temperature is below the initiation temperature. It can be activated or deactivated through ICS or a night setback zone sensor. If ICS or a night setback zone sensor is not utilized, DWU can be activated by setting the DWU enable DIP switch (RTAM) to ON and supplying a valid morning warm-up setpoint.

The unit is shipped with a Morning Warm-up setpoint configured and the Daytime Warm-up function is activated (switch on). Opening the DWU enable switch will disable this function.

If the system control is local, the DWU initiation setpoint is 3°F below the Morning Warm-up setpoint. The termination setpoint is equal to the Morning Warm-up setpoint.

If the system control is remote (Tracer®), the DWU setpoint is equal to the Tracer® Occupied heating setpoint. The initiation and termination setpoints are selectable setpoints designated by Tracer®.

When the zone temperature meets or exceeds the termination setpoint while the unit is in an Occupied, "Auto" Mode or switched to the "Cooling" Mode, the unit will revert to the cooling operation.

If an Occupied "Heating" Mode is selected, the unit will only function within the DWU perimeters until the system

is switched from the "Heat" Mode or enters an Unoccupied status.

Note: When a LCI is installed on a VAV unit, the MWU setpoint located on the RTAM board is ignored. The MWU and DWU setpoints come from the higher priority LCI-R DAC.

Supply Duct Static Pressure Control

The supply duct static pressure is measured by a transducer with a 0.25 to 2.125 Vdc proportional output which corresponds to an adjustable supply duct static pressure of 0.3" w.c. to 2.5" w.c. respectively with a deadband adjustment range from 0.2" w.c. to 1.0" w.c. The setpoint is adjustable on the RTAM Static Pressure Setpoint potentiometer or through ICS.

Traditional VAV Standalone Operation

If a traditional VAV unit is required to operate without ICS, BAS or other "front end" controller, a jumper must be placed between J6-2 and J6-4 of the RTRM to allow local standalone control.

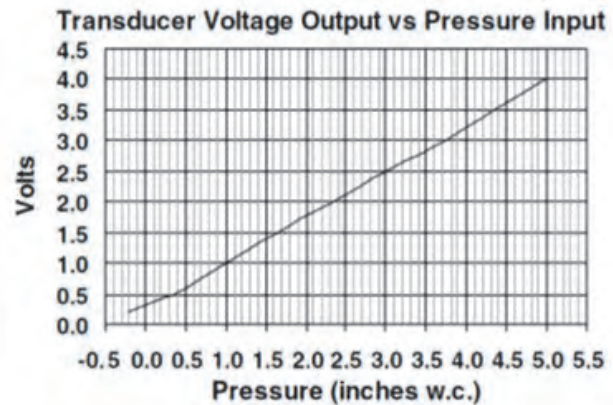
Example:

Supply Duct Static setpoint = 2.0" w.c. (RTAM)

Deadband = 0.2" w.c. (RTAM)

Duct Static Control Range = 1.9" w.c. to 2.1" w.c.

Figure 74. Transducer voltage output vs. pressure input



Supply Air Temperature Reset

The supply air temperature can be reset by using one of four DIP switch configurations on the RTAM or through ICS when a valid supply air reset setpoint with a supply air reset amount is given. A selectable reset amount of 0°F to 20°F via RTAM potentiometer or ICS is permissible for each type of reset.

The amount of change applied to the supply air temperature setpoint depends on how far the return air, zone, or outdoor air temperature falls below the reset temperature setpoint. If the return air, zone, or outdoor air temperature is equal to or greater than the reset temperature setpoint, the amount of change is zero.

If the return air, or zone temperature falls 3°F below the reset temperature setpoint, the amount of reset applied to the supply air temperature will equal the maximum amount of reset selected.

If the outdoor air temperature falls 20°F below the reset temperature setpoint, the amount of reset applied to the supply air temperature will equal the maximum amount of reset selected. The four DIP switch configurations are as follows:

1. None - When RTAM DIP Switch #3 and #4 are in the "Off" position, no reset will be allowed.
2. Reset based on Return Air Temperature - When RTAM DIP Switch #3 is "Off" and Switch #4 is "On", a selectable supply air reset setpoint of 50°F to 90°F via a unit mounted potentiometer or Tracer® is permissible.
3. Reset based on Zone Temperature - When RTAM DIP Switch #3 is "On" and Switch #4 is "Off", a selectable supply air reset setpoint of 50°F to 90°F via RTAM potentiometer or Tracer® is permissible.
4. Reset based on Outdoor Air Temperature - When DIP Switch #3 and #4 are "On", a selectable supply air reset setpoint of 0°F to 100°F via RTAM potentiometer or Tracer® is permissible.

Return Air Smoke Detector

The return air smoke detector is designed to shut off the unit if smoke is sensed in the return air stream. Sampling the airflow

Unit Start-Up

entering the unit at the return air opening performs this function.

In order for the smoke detector to properly sense smoke in the return air stream, the air velocity entering the unit must be between 500 and 4000 feet per minute. Equipment covered in this manual will develop an airflow velocity that falls within these limits over the entire airflow range specified in the evaporator fan performance tables.

There are certain models however, if operated at low airflow, will not develop an airflow velocity that falls within the required 500 to 4000 feet per minute range. For these models, the design airflow shall be greater than or equal to the minimum CFM specified in the table provided below. Failure to follow these instructions will prevent the smoke detector from performing its design function.

Economizer Start-Up

WARNING

Live Electrical Components!

Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury. When it is necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been properly trained in handling live electrical components perform these tasks.

Minimum Position Setting for 17 Plus, 6 to 10 Ton with Multi-Speed, or Single Zone VAV

1. Apply power to the unit.
2. Using the Service Test Guide on unit access panel, momentarily jump across the Test 1 and Test 2 terminals on LTB1 one time to start indoor fan.
3. Turn the MIN POS - DCV potentiometer on the RTEM clockwise to open or counter-clockwise to close. The damper will open to this setting for low speed fan operation. When adjusting minimum position, the damper may move to the new setting in several small steps. Wait at least 15 seconds for the damper to settle at the new position. Range of damper for this setting is 0-100%.
4. Momentarily jump across the Test 1 and Test 2 terminals on LTB1, to cycle through test modes to Cool 1.
5. Turn the DCV SETPOINT - LL potentiometer on the RTEM clockwise to open or counter-clockwise to close. This will set the minimum damper position at an intermediate point of fan operation range of damper for this setting is 0-75%.
6. Momentarily jump across the Test 1 and Test 2 terminals on LTB1, to cycle through test modes to Cool 2.
7. Turn the MIN POS - DESIGN potentiometer on the RTEM clockwise to open or counter-clockwise to close. This will set the minimum damper position at maximum fan speed. Range of damper for this setting is 0-50%.
8. The economizer minimum damper position for all fan speeds is complete. The RTEM will control minimum

damper position along an imaginary line between the 3 damper minimum positions based on fan speed. Note: The RTEM will limit intermediate minimum damper position to ensure proper ventilation based upon the low fan speed minimum damper position set in [Step 3](#).

9. Replace the filter access panel. The damper will close when the blower circuit is de-energized.

WARNING

Live Electrical Components!

Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury. When it is necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been properly trained in handling live electrical components perform these tasks.

ReliaTel™ Control: Using the Service Test Guide in [Table 16, p. 50](#), momentarily jump across the Test 1 and Test 2 terminals on LTB1 one time to start the Minimum Ventilation Test.

Electromechanical Control: Using the Service Test Guide perform the proper test mode connections.

1. Set the minimum position setpoint for the economizer to the required percentage of minimum ventilation using the setpoint potentiometer located on the Economizer Control (ECA).

The economizer will drive to its minimum position setpoint, exhaust fans (if applicable) may start at random, and the supply fan will start when the SERVICE TEST is initiated.

WARNING

Rotating Components!

Failure to disconnect power before servicing could result in rotating components cutting and slashing technician which could result in death or serious injury. During installation, testing, servicing and troubleshooting of this product it may be necessary to work with live and exposed rotating components. Have a qualified or licensed service individual who has been properly trained in handling exposed rotating components, perform these tasks.

The Exhaust Fan will start anytime the economizer damper position is equal to or greater than the exhaust fan setpoint.

2. Verify that the dampers stroked to the minimum position.

ReliaTel™ Control:

Momentarily jump across the Test 1 and Test 2 terminals on LTB1 one additional time if continuing from previous component start-up or until the desired start-up component test is started.

Electromechanical Control:

Using the Service Test Guide perform the proper test mode connections.

3. Verify that the dampers stroked to the full open position.

Unit Start-Up

4. To stop the SERVICE TEST, turn the main power disconnect switch to the "Off" position or proceed to the next component start-up procedure. Remove electromechanical test mode connections (if applicable).

Compressor Start-Up

1. Attach a set of service gauges onto the suction and discharge gauge ports for each circuit. Refer to the refrigerant circuit illustration in the Service Facts.

ReliaTel™ Control:

Momentarily jump across the Test 1 and Test 2 terminals on LTB1 one additional time if continuing from previous component start-up or until the desired start-up component Test is started.

Electromechanical Control:

Using the Service Test Guide perform the proper test mode connections.

Scroll Compressors

- a. Once each compressor has started, verify that the rotation is correct. If a scroll compressor is rotating backwards, it will not pump and a loud rattling sound can be observed.
 - b. If the electrical phasing is correct, before condemning a compressor, interchange any two leads (at the compressor Terminal block) to check the internal phasing. If the compressor runs backward for an extended period (15 to 30 minutes), the motor winding can overheat and cause the motor winding thermostat to open.
2. After the compressor and condenser fan have started and operated for approximately 30 minutes, observe the operating pressures. Compare the operating pressures to the operating pressure curve in the Service Facts.
 3. Check system superheat. Follow the instruction listed on the superheat charging curve in the Service Facts.
Superheat should be within ± 5 F of the superheat chart value.
 4. Repeat steps 1 through 4 for each refrigerant circuit.
 5. To stop the SERVICE TEST, turn the main power disconnect switch to the "Off" position or proceed to the next component start-up procedure. Remove electromechanical test mode connections (if applicable).

Dehumidification Option

⚠ WARNING

Live Electrical Components!

Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury. When it is necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been properly trained in handling live electrical components perform these tasks.

Momentarily jump across the Test 1 and Test 2 terminals of the LTB1 until the unit enters test mode 7 (See [Table 16, p. 50](#)). Once the unit is in the reheat test mode, verify that the 3 way valve has shifted to the reheat position and that the supply temperature rises 10°F more than when in cooling mode stage 2.

Monitor the suction pressure for 15 minutes. The suction pressure should remain within 5 psi of normal cooling operation.

Gas Heat Units

Open the main disconnect switch to shut the unit off and to reset the RTRM.

ReliaTel™ Control: Follow the Test Guide in [Table 16, p. 50](#) to start the unit in the heating mode. Momentarily jump across the Test 1 and Test 2 terminals on LTB1 one additional time if continuing from previous component start-up or until the desired start-up component Test is started.

Electromechanical Control: Using the Service Test Guide perform the proper test mode connections.

When starting the unit for the first time or servicing the heaters, it is a good practice to start the heater with the main gas supply turned "Off".

Once the ignition system and components have been checked, open the main power disconnect switch to reset the unit.

Final System Setup

After completing all of the pre-start and start-up procedures outlined in the previous sections (i.e., operating the unit in each of its Modes through all available stages of cooling and heating), perform these final checks before leaving the unit:

- Program the Night Setback (NSB) panel (if applicable) for proper unoccupied operation. Refer to the programming instructions for the specific panel.
- Verify that the Remote panel "System" selection switch, "Fan" selection switch, and "Zone Temperature" settings for automatic operation are correct.
- Inspect the unit for misplaced tools, hardware, and debris.
- Verify that all exterior panels including the control panel doors and condenser grilles are secured in place.
- Close the main disconnect switch or circuit protector switch that provides the supply power to the unit's terminal block or the unit mounted disconnect switch.

Maintenance

⚠ WARNING

Hazardous Service Procedures!

Failure to follow all precautions in this manual and on the tags, stickers, and labels could result in death or serious injury.

Technicians, in order to protect themselves from potential electrical, mechanical, and chemical hazards, **MUST** follow precautions in this manual and on the tags, stickers, and labels, as well as the following instructions: Unless specified otherwise, disconnect all electrical power including remote disconnect and discharge all energy storing devices such as capacitors before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. When necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been trained in handling live electrical components perform these tasks.

Fan Belt Adjustment - Belt Drive Units

⚠ WARNING

Live Electrical Components!

Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury. When necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been properly trained in handling live electrical components perform these tasks.

⚠ WARNING

Rotating Components!

Failure to follow all safety precautions below could result in rotating components cutting and slashing technician which could result in death or serious injury. During installation, testing, servicing and troubleshooting of this product it may be necessary to work with live and exposed rotating components. Have a qualified or licensed service individual who has been properly trained in handling exposed rotating components, perform these tasks.

The fan belts must be inspected periodically to assure proper unit operation.

Replacement is necessary if the belts appear frayed or worn. Units with dual belts require a matched set of belts to ensure equal belt length.

When removing or installing the new belts, do not stretch them over the sheaves. Loosen the belts using the belt tension adjustment bolts on the motor mounting base.

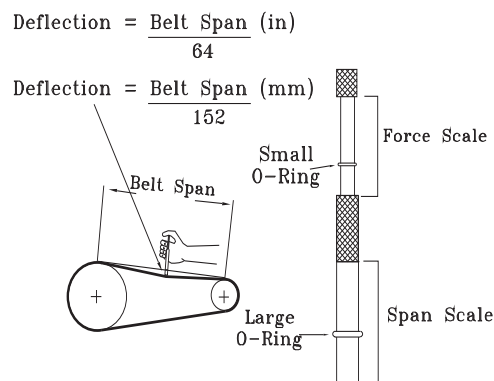
Once the new belts are installed, using a Browning or Gates tension gauge (or equivalent) illustrated in [Figure 75, p. 66](#), adjust the belt tension as follows;

- To determine the appropriate belt deflection;
 - Measure the center-to-center shaft distance (in inches) between the fan and motor sheaves.
 - Divide the distance measured in Step 1a by 64; the resulting value represents the amount of belt deflection that corresponds to the proper belt tension.
- Set the large O-ring on the belt tension gauge at the deflection value determined in Step 1b.
- Set the small O-ring at zero on the force scale of the gauge plunger.
- Place the large end of the gauge at the center of the belt span, then depress the gauge plunger until the large O-ring is even with the top of the next belt or even with a straightedge placed across the fan and motor sheaves. Refer to [Figure 75, p. 66](#).
- Remove the belt tension gauge. The small O-ring now indicates a number other than zero on the plunger's force scale. This number represents the force (in pounds) required to give the needed deflection.
- Compare the "force" scale reading ([Step 5](#)) with the appropriate "force" value listed in [Table 25, p. 67](#). If the "force" reading is outside the range, readjust the belt tension.

Note: Actual belt deflection "force" must not exceed the maximum "force" value shown in [Figure 75, p. 66](#).

- Recheck the belt tension at least twice during the first 2 to 3 days of operation. Belt tension may decrease until the new belts are "run in".

Figure 75. Belt tension gauge



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Table 25. Belt tension measurement and deflection

Belts Cross Section	Small P.D Range	Deflection Force (Lbs.)					
		Super Gripbelts		Gripnotch		Steel Cable Gripbelts	
		Min.	Max.	Min.	Max.	Min.	Max
A	3.0 - 3.6	3	4 1/2	3 7/8	5 1/2	3 1/4	4
	3.8 - 4.8	3 1/2	5	4 1/2	6 1/4	3 3/4	4 3/4
	5.0 - 7.0	4	5 1/2	5	6 7/8	4 1/4	5 1/4
B	3.4 - 4.2	4	5 1/2	5 3/4	8	4 1/2	5 1/2
	4.4 - 5.6	5 1/8	7 1/8	6 1/2	9 1/8	5 3/4	7 1/4
	5.8 - 8.8	6 3/8	8 3/4	7 3/8	10 1/8	7	8 3/4

Monthly Maintenance

WARNING

Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. Verify that no power is present with a voltmeter.

Before completing the following checks, turn the unit OFF and lock the main power disconnect switch open.

Filters

Inspect the return air filters. Clean or replace them if necessary. If included, leave filter removal tool in unit. Refer to the unit Service Facts for filter information.

Return Air Smoke Detector Maintenance

Airflow through the unit is affected by the amount of dirt and debris accumulated on the indoor coil and filters. To insure that airflow through the unit is adequate for proper sampling by the return air smoke detector, complete adherence to the maintenance procedures, including recommended intervals between filter changes, and coil cleaning is required.

Periodic checks and maintenance procedures must be performed on the smoke detector to insure that it will function properly. For detailed instructions concerning these checks and procedures, refer to the appropriate section(s) of the smoke detector Installation and Maintenance Instructions provided with the literature package for this unit.

Condensate Overflow Switch

During maintenance, the switch float (black ring) must be checked to ensure free movement up and down.

Cooling Season

- Check the unit's drain pans and condensate piping to ensure that there are no blockages.
- Inspect the evaporator and condenser coils for dirt, bent fins, etc. If the coils appear dirty, clean them according to

the instructions described in "Coil Cleaning" later in this section.

- Manually rotate the condenser fan(s) to ensure free movement and check motor bearings for wear. Verify that all of the fan mounting hardware is tight.
- Inspect the F/A-R/A damper hinges and pins to ensure that all moving parts are securely mounted. Keep the blades clean as necessary.
- Verify that all damper linkages move freely; lubricate with white grease, if necessary.
- Check supply fan motor bearings; repair or replace the motor as necessary.
- Check the fan shaft bearings for wear. Replace the bearings as necessary.
- Check the supply fan belt. If the belt is frayed or worn, replace it. Refer to the "Fan Belt Adjustment" section for belt replacement and adjustments.
- Verify that all wire terminal connections are tight.
- Remove any corrosion present on the exterior surfaces of the unit and repaint these areas.
- Generally inspect the unit for unusual conditions (e.g., loose access panels, leaking piping connections, etc.)
- Make sure that all retaining screws are reinstalled in the unit access panels once these checks are complete.
- With the unit running, check and record the: ambient temperature; compressor suction and discharge pressures (each circuit); superheat (each circuit);
- Record this data on an "operator's maintenance log" like the one shown in [Table 26, p. 69](#). If the operating pressures indicate a refrigerant shortage, measure the system superheat. For guidelines, refer to the "Compressor Start-Up" section.

Important: *Do not release refrigerant to the atmosphere! If adding or removing refrigerant is required, the service technician must comply with all federal, state and local laws.*

Heating Season

- Inspect the unit's air filters. If necessary, clean or replace them.
- Check supply fan motor bearings; repair or replace the motor as necessary.
- Inspect both the main unit control panel and heat section control box for loose electrical components and terminal connections, as well as damaged wire insulation. Make any necessary repairs.
- Clean burner area, verify gas heat system operates properly.

Coil Cleaning

Regular coil maintenance, including annual cleaning, enhances the unit's operating efficiency by minimizing: compressor head pressure and amperage draw, evaporator

Maintenance

water carryover, fan brake horsepower due to increase static pressure losses, airflow reduction.

At least once each year, or more often if the unit is located in a “dirty” environment, clean the evaporator and condenser coils using the instructions outlined below. Be sure to follow these instructions as closely as possible to avoid damaging the coils.

Note: For units equipped with hail guards follow removal procedure listed below.

Hail Guard Removal

- Unlatch hail guard.
- Pull the top of the hail guard outward until the fastener studs are free of the retaining nuts.
- Lift the hail guard from the lower retaining bracket and set aside.

Microchannel (MCHE) Coils

NOTICE

Coil Damage!

Failure to follow instructions below could result in coil damage.

DO NOT use any detergents with microchannel condenser coils.

Use pressurized water or air ONLY, with pressure no greater than 600psi.

For additional information regarding the proper microchannel coil cleaning procedure, refer to RT-SVB83*-EN.

Due to the soft material and thin walls of the MCHE coils, the traditional field maintenance method recommended for Round Tube Plate Fin (RTPF) coils does not apply to microchannel coils.

Moreover, chemical cleaners are a risk factor to MCHE due to the material of the coil. The manufacturer does not recommend the use of chemical cleaners to clean microchannel coils. Using chemical cleaners could lead to warranty claims being further evaluated for validity and failure analysis.

The recommended cleaning method for microchannel condenser coils is pressurized water or air with a non-pinpoint nozzle and an ECU of at least 180 with pressure no greater than 600 psi. To minimize the risk of coil damage, approach the cleaning of the coil with the pressure washer aimed perpendicular to the face of the coil during cleaning.

Note: For more details on Microchannel coil cleaning, please refer to bulletin RT-SVB83*-EN.

Round Tube Plate Fin (RTPF) Coils

To clean refrigerant coils, use a soft brush and a sprayer (either a garden pump-up type or a high-pressure sprayer). A high-quality detergent is also required; suggested brands include “SPREX A.C.”, “OAKITE 161”, “OAKITE 166” and “COILOX”. If the detergent selected is strongly alkaline (ph value exceeds 8.5), add an inhibitor.

⚠ WARNING

Hazardous Chemicals!

Failure to follow all safety instructions below could result in death or serious injury. Coil cleaning agents can be either acidic or highly alkaline and can burn severely if contact with skin occurs. Handle chemical carefully and avoid contact with skin. **ALWAYS** wear Personal Protective Equipment (PPE) including goggles or face shield, chemical resistant gloves, boots, apron or suit as required. For personal safety refer to the cleaning agent manufacturer's Materials Safety Data Sheet and follow all recommended safe handling practices.

1. Remove enough panels from the unit to gain access to the coil.
2. Protect all electrical devices such as motors and controllers from any over spray.
3. Straighten any bent coil fins with a fin comb.

⚠ WARNING

Hazardous Pressures!

Failure to follow instructions below could result in a violent explosion, which could result in death or serious injury.

If a heat source is required to raise the tank pressure during removal of refrigerant from cylinders, use only warm water or heat blankets to raise the tank temperature. Do not exceed a temperature of 150°F. Do not under any circumstances apply direct flame to any portion of the cylinder.

4. Mix the detergent with water according to the manufacturer's instructions. If desired, heat the solution BUT DO NOT EXCEED 150°F maximum to improve its cleansing capability.
5. Pour the cleaning solution into the sprayer. If a high-pressure sprayer is used:
 - a. do not allow sprayer pressure to exceed 600 psi.
 - b. the minimum nozzle spray angle is 15 degrees.
 - c. maintain a minimum clearance of 6" between the sprayer nozzle and the coil.
 - d. spray the solution perpendicular (at 90 degrees) to the coil face.
6. Spray the leaving-airflow side of the coil first; then spray the opposite side of the coil. Allow the cleaning solution to stand on the coil for five minutes.
7. Rinse both sides of the coil with cool, clean water.
8. Inspect both sides of the coil; if it still appears to be dirty, repeat [Step 6](#) and [Step 7](#).
9. Reinstall all of the components and panels removed in [Step 1](#) and any protective covers installed in [Step 2](#).

Note: For units equipped with hail guards follow reinstallation procedure listed below.

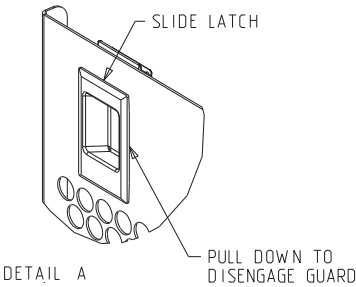
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Hail Guard Reinstallation

1. To reinstall the hail guard, locate the bottom of the hail guard in the lower bracket and secure it to the upper unit bracket with the attached fasteners.

Note: Secure hail guard latches.

Figure 76. Hail guard



2. Restore the unit to its operational status and check system operation.

Annual Maintenance

Clean and repaint any corroded surface.

Final Process

For future reference, you may find it helpful to record the unit data requested in the blanks provided.

Complete Model Number: _____
Unit Serial Number: _____
Wiring Diagram Numbers
(from unit control panel): _____
Connections: _____
Schematics: _____

Table 26. Sample maintenance log

Date	Current Ambient Temp. F/C	Refrigerant Circuit #1						Refrigerant Circuit #2					
		Compr. Oil Level	Suct. Press. Psig/kPa	Disch. Press. Psig/kPa	Liquid Press. Psig/kPa	Super-heat F/C	Sub-cool. F/C	Compr. Oil Level	Suct. Press. Psig/kPa	Disch. Press. Psig/kPa	Liquid Press. Psig/kPa	Super-heat F/C	Sub-cool. F/C
		- ok - low						- ok - low					
		- ok - low						- ok - low					
		- ok - low						- ok - low					
		- ok - low						- ok - low					
		- ok - low						- ok - low					

Note: Check and record the data requested above each month during the cooling season with the unit running.

Troubleshooting

⚠ WARNING

Hazardous Service Procedures!

Failure to follow all precautions in this manual and on the tags, stickers, and labels could result in death or serious injury.

Technicians, in order to protect themselves from potential electrical, mechanical, and chemical hazards, **MUST** follow precautions in this manual and on the tags, stickers, and labels, as well as the following instructions: Unless specified otherwise, disconnect all electrical power including remote disconnect and discharge all energy storing devices such as capacitors before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. When necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been trained in handling live electrical components perform these tasks.

ReliaTel™ Control

The RTRM has the ability to provide the service personnel with some unit diagnostics and system status information.

Before turning the main power disconnect switch “Off”, follow the steps below to check the ReliaTel Refrigeration Module (RTRM). All diagnostics and system status information stored in the RTRM will be lost when the main power is turned “Off”.

⚠ WARNING

Live Electrical Components!

Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury. When it is necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been properly trained in handling live electrical components perform these tasks.

To prevent injury or death from electrocution, it is the responsibility of the technician to recognize this hazard and use extreme care when performing service procedures with the electrical power energized.

1. Verify LED on face of the phase monitor is green. If LED is red, correct supply power fault.
2. Verify that the Liteport LED on the RTRM is burning continuously. If the LED is lit, go to Step 3.
3. If the LED is not lit, verify that 24 Vac is presence between J1-1 and J1-2. If 24 Vac is present, proceed to [Step 4](#). If 24 Vac is not present, check the unit main power supply, check transformer (TNS1). Proceed to Step 4 if necessary.
4. Utilizing “Method 1” or “Method 2” in the “System Status Diagnostic” section, check the following:
 - System status
 - Heating status
 - Cooling status

- Cooling status

If a system failure is indicated, proceed to [Step 5](#). If no failures are indicated, proceed to [Step 6](#).

5. If a System failure is indicated, recheck [Step 2](#) and [Step 3](#). If the LED is not lit in [Step 2](#), and 24 Vac is present in [Step 3](#), the RTRM has failed. Replace the RTRM.
6. If no failures are indicated, use one of the TEST mode procedures described in the “Unit Start-Up” section to start the unit. This procedure will allow you to check all of the RTRM outputs, and all of the external controls (relays, contactors, etc.) that the RTRM outputs energize, for each respective mode. Proceed to [Step 7](#).
7. Step the system through all of the available modes, and verify operation of all outputs, controls, and modes. If a problem in operation is noted in any mode, you may leave the system in that mode for up to one hour while troubleshooting. Refer to the sequence of operations for each mode, to assist in verifying proper operation. Make the necessary repairs and proceed to [Step 8](#) and [Step 9](#).
8. If no abnormal operating conditions appear in the test mode, exit the test mode by turning the power “Off” at the main power disconnect switch.
9. Refer to the individual component test procedures if other microelectronic components are suspect.

System Status Checkout Procedure

“System Status” is checked by using one of the following two methods:

Method 1

If the Zone Sensor Module (ZSM) is equipped with a remote panel with LED status indication, you can check the unit within the space. If the ZSM does not have LED's, use Method 2. BAYSENS110*, BAYSENS109*, BAYSENS119*, BAYSENS023A all have the remote panel indication feature. The LED descriptions are listed below.

Zone Sensor LED 1 (System)

“On” during normal operation.

“Off” if a system failure occurs or the LED fails.

“Flashing” indicates test mode.

Zone Sensor LED 2 (Heat)

“On” when the heat cycle is operating.

“Off” when the heat cycle terminates or the LED fails.

“Flashing” indicates a heating failure.

Zone Sensor LED 3 (Cool)

“On” when the cooling cycle is operating.

“Off” when the cooling cycle terminates or the LED fails.

Troubleshooting

"Flashing" indicates a cooling failure.

Zone Sensor LED 4 (Service)

"On" indicates a clogged filter.

"Off" during normal operation.

"Flashing" indicates an evaporator fan or condensate overflow switch failure.

Below is the complete listing of failure indication causes.

System failure

Check the voltage between terminals 6 and 9 on J6, it should read approximately 32 Vdc. If no voltage is present, a system failure has occurred. Refer to Step 4 in the previous section for the recommended troubleshooting procedure.

Heating Failure

Verify Heat Failure by Ignition Module (IGN) LED indicator:

OFF: No Power or Failure

ON: Normal

Slow Flash: Normal, Heat Call

Fast Flash: Error Code:

1 Flash: Communication Failure

2 Flashes: System Lockout

3 Flashes: Pressure Switch Fail

4 Flashes: TC01 or TC02 Open

5 Flashes: Flame w/o Gas Valve

6 Flashes: Flame Rollout Open

Cooling Failure

- Cooling and heating set point (slide pot) on the zone sensor has failed. Refer to the "Zone Sensor Test Procedure" section.
- Zone temperature thermistor ZTEMP on ZTS failed. Refer to the "Zone Sensor Test Procedure" section.
- CC1 or CC2 24 Vac control circuit has opened, check CC1 and CC2 coils, and any of the controls below that apply to the unit (HPC1, HPC2).
- LPC1 has opened during the 3 minute minimum "on time" during 4 consecutive compressor starts, check LPC1 or LPC2 by testing voltage between the J1-1 and J3-2 terminals on the RTRM and ground. If 24 Vac is present, the LPC's has not tripped. If no voltage is present, LPC's has tripped.

Service Failure

- If the supply fan proving switch has closed, the unit will not operate (when connected to RTOM), check the fan motor, belts, and proving switch.
- Clogged filter switch has closed, check the filters.
- If the condensate overflow switch is closed, the unit will not operate. Make sure the float switch is not in a tripped

condition, and check for an "open" between wires connecting to RTOM J6-1, J6-2 (ReliaTel™ controls).

Simultaneous Heat and Cool Failure

- Emergency Stop is activated

Method 2

The second method for determining system status is done by checking voltage readings at the RTRM (J6). The system indication descriptions and the approximate voltages are listed below.

System Failure

- Measure the voltage between terminals J6-9 and J6-6.
- Normal Operation = approximately 32 Vdc
- System Failure = less than 1 Vdc, approximately 0.75 Vdc
- Test Mode = voltage alternates between 32 Vdc and 0.75 Vdc

Heat Failure

- Measure the voltage between terminals J6-7 and J6-6.
- Heat Operating = approximately 32 Vdc
- Heat Off = less than 1 Vdc, approximately 0.75 Vdc
- Heating Failure = voltage alternates between 32 Vdc and 0.75 Vdc

Cool Failure

- Measure the voltage between terminals J6-8 and J6-6.
- Cool Operating = approximately 32 Vdc
- Cool Off = less than 1 Vdc, approximately 0.75 Vdc
- Cooling Failure = voltage alternates between 32 Vdc and 0.75 Vdc

Service Failure

- Measure the voltage between terminals J6-10 and J6-6.
- Clogged Filter = Approximately 32 Vdc.
- Normal = Less than 1 Vdc, approximately 0.75 Vdc Fan Failure = voltage alternates between 32 Vdc and 0.75 Vdc.

To use LED's for quick status information at the unit, purchase a BAYSENS110* ZSM and connect wires with alligator clamps to terminals 6 through 10. Connected each respective terminal wire (6 through 10) from the Zone Sensor to the unit J6 terminals 6 through 10.

Note: If the system is equipped with a programmable zone sensor, BAYSENS119* the LED indicators will not function while the BAYSENS110* is connected.

Resetting Cooling and Ignition Lockouts

Cooling Failures and Ignition Lockouts are reset in an identical manner. Method 1 explains resetting the system from the space; Method 2 explains resetting the system at the unit.

Note: Before resetting Cooling Failures and Ignition Lockouts check the Failure Status Diagnostics by the

Troubleshooting

methods previously explained. Diagnostics will be lost when the power to the unit is disconnected.

Method 1

To reset the system from the space, turn the "Mode" selection switch at the zone sensor to the "Off" position. After approximately 30 seconds, turn the "Mode" selection switch to the desired mode, i.e. Heat, Cool or Auto.

Method 2

To reset the system at the unit, cycle the unit power by turning the disconnect switch "Off" and then "On".

Lockouts can be cleared through the building management system. Refer to the building management system instructions for more information.

Zone Temperature Sensor (ZTS) Service Indicator

The ZSM SERVICE LED is a generic indicator, that will signal the closing of a Normally Open switch at any time, providing the Indoor Motor (IDM) is operating. This indicator is usually used to indicate a clogged filter, or an air side fan failure.

The RTRM will ignore the closing of this Normally Open switch for 2 (\pm 1) minutes. This helps prevent nuisance SERVICE LED indications. The exception is the LED will flash 40 seconds after the fan is turned "On" if the Fan Proving Switch is not made.

Clogged Filter Switch

This LED will remain lit the entire time that the Normally Open switch is closed. The LED will be turned off immediately after resetting the switch (to the Normally Open position), or any time that the IDM is turned "Off".

If the switch remains closed, and the IDM is turned "On", the SERVICE LED will be turned "On" again after the 2 (\pm 1) minute ignore delay.

This LED being turned "On", will have no other affect on unit operation. It is an indicator only.

Fan Failure Switch

When the "Fan Failure" switch is wired to the RTOM, the LED will remain flashing the entire time the fan proving switch is closed, indicating a fan failure, and it will shut the unit operations down.

Condensate Overflow Switch

When the "Condensate Overflow Switch" is closed, a drain pan overflow condition is indicated and it will shut unit operations down.

Zone Temperature Sensor (ZTS) Tests

Note: *These procedures are not for programmable or digital models and are conducted with the Zone Sensor Module electrically removed from the system.*

Test 1 - Zone Temperature Thermistor (ZTEMP)

This component is tested by measuring the resistance between terminals 1 and 2 on the Zone Temperature Sensor. Below are some typical indoor temperatures, and corresponding resistive values.

Test 2 - Cooling Set Point (CSP) and Heating Set Point (HSP)

Table 27. Cooling setpoint and heating setpoint

Zone Temperature		Nominal ZTEMP Resistance
50°F	10.0°C	19.9 K - Ohms
55°F	12.8°C	17.47 K - Ohms
60°F	15.6°C	15.3 K - Ohms
65°F	18.3°C	13.49 K - Ohms
70°F	21.1°C	11.9 K - Ohms
75°F	23.9°C	10.50 K - Ohms
80°F	26.7°C	9.3 K - Ohms
85°F	29.4°C	8.25 K - Ohms
90°F	32.2°C	7.3 K - Ohms

The resistance of these potentiometers are measured between the following ZSM terminals. Refer to the chart above for approximate resistances at the given setpoints.

Cool SP = Terminals 2 and 3

Range = 100 to 900 Ohms approximate

Heat SP = Terminals 2 and 5

Range = 100 to 900 Ohms approximate

Test 3 - System Mode and Fan Selection

The combined resistance of the Mode selection switch and the Fan selection switch can be measured between terminals 2 and 4 on the Zone Sensor. The possible switch combinations are listed below with their corresponding resistance values.

Test 4 - LED Indicator Test, (SYS ON, HEAT, COOL and SERVICE)

Method 1

Testing the LED using a meter with diode test function. Test both forward and reverse bias. Forward bias should measure a voltage drop of 1.5 to 2.5 volts, depending on your meter. Reverse bias will show an Over Load, or open circuit indication if LED is functional.

Troubleshooting

Method 2

Testing the LED with an analog Ohmmeter. Connect Ohmmeter across LED in one direction, then reverse the leads for the opposite direction. The LED should have at least 100 times more resistance in reverse direction, as compared with the forward direction. If high resistance in both directions, LED is open. If low in both directions, LED is shorted.

Method 3

To test LED's with ZSM connected to unit, test voltages at LED terminals on ZSM. A measurement of 32 Vdc, across an unlit LED, means the LED has failed.

Relative Humidity Sensor Test

This component is measured by measuring the DC mA output signal on the Relative Humidity Sensor. Verify accuracy of the sensor annually. If the output reading is DC mA 0, first verify that power is applied to the sensor. A reading of 4 corresponds to 0% RH and 20 DC mA corresponds to 100% RH.

% RH	DC mA
30	8.8
40	10.4
50	12.0
60	13.6
70	15.2
80	16.8

Note: Measurements should be made from LED common (ZSM terminal 6 to respective LED terminal).

Programmable and Digital Zone Sensor Test

Testing serial communication voltage

1. Verify 24 Vac is present between terminals J6-14 and J6-11.
2. Disconnect wires from J6-11 and J6-12. Measure the voltage between J6-11 and J6-12, should be about 32 Vdc.
3. Reconnect wires to terminals J6-11 and J6-12. Measure voltage again between J6-11 and J6-12, voltage should flash high and low every 0.5 seconds. The voltage on the low end will measure about 19 Vdc, while the voltage on the high end will measure from approximately 24 to 38 Vdc.
4. Verify all modes of operation, by running the unit through all of the steps in the "Test Modes" section discussed in "Unit Start-Up".
5. After verifying proper unit operation, exit the test mode. Turn the fan on continuously at the ZSM, by pressing the button with the fan symbol. If the fan comes on and runs continuously, the ZSM is good. If you are not able to turn the fan on, the ZSM is defective.

ReliaTel™ Refrigeration Module (RTRM) Default Chart

If the RTCI loses input from the building management system, the RTRM will control in the default mode after approximately 15 minutes. If the RTRM loses the Heating and Cooling setpoint input, the RTRM will control in the default mode instantaneously. The temperature sensing thermistor in the Zone Sensor Module is the only component required for the "Default Mode" to operate.

Unit Operation without a Zone Sensor

This procedure is for temporary operation only. The economizer and condenser fan cycling functions are disabled.

WARNING

Hazardous Voltage!

Failure to disconnect power before servicing could result in death or serious injury. Disconnect all electric power, including remote disconnects before servicing. Follow proper lockout/tagout procedures to ensure the power can not be inadvertently energized. Verify that no power is present with a voltmeter.

1. Open and Lock the unit disconnect switch.
2. Remove the Outside Air Sensor (OAS) from the condenser section of unit.
3. Use two (2) wire nuts, to individually cap the wires.
4. Locate the RTRM (J6). Connect two (2) wires to terminals J6-1 and 2.
5. Connect the sensor (OAS) using two wire nuts to the two (2) field supplied wires that were connected to terminals 1 and 2 on J6.

Unit Economizer Control (ECA) Troubleshooting

ReliaTel™ Control

Verify Economizer Status by Economizer Actuator (ECA) LED indicator:

- OFF: No power or failure
- ON: Normal, OK to economize
- Slow Flash: Normal, not OK to economize
- Fast Flash - 1/2 second on / 2 seconds off:
 - Error Code: Communications failure
- Pulse Flash: 2 seconds on / 1/2 second off:
 - Error Code:
 - 1 Flash: Actuator Fault
 - 2 Flashes: CO₂ Sensor
 - 3 Flashes: RA Humidity Sensor
 - 4 Flashes: RA Temp Sensor
 - 5 Flashes: OA Quality Sensor

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- 6 Flashes: OA Humidity Sensor
- 7 Flashes: OA Temp Sensor
- 8 Flashes: MA Temp Sensor
- 9 Flashes: RAM Fault
- 10 Flashes: ROM Fault
- 11 Flashes: EEPROM Fault

Electromechanical Control

The IGN has the ability to provide the service personnel with some unit diagnostics and system status information.

Before turning the main power disconnect switch “Off”, follow the steps below to check the Ignition Module (IGN).

WARNING

Live Electrical Components!

Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury. When it is necessary to work with live electrical components, have a qualified licensed electrician or other individual who has been properly trained in handling live electrical components perform these tasks.

To prevent injury or death from electrocution, it is the responsibility of the technician to recognize this hazard and use extreme care when performing service procedures with the electrical power energized.

1. Verify LED on face of the phase monitor is green. If LED is red, correct supply power fault.
2. Verify that the LED on the IGN is burning continuously. If the LED is lit, go to [Step 4](#).
3. If the LED is not lit, verify that 24 Vac is present between R and B. If the LED is not lit and 24 Vac is present replace the IGN. If 24 Vac is not present, check transformer (TNS1). Proceed to [Step 4](#) if necessary.
4. If no failures are indicated, use the TEST mode procedures described in the “Unit Start-Up” section or thermostat to start the unit. This procedure will allow you to check all of the external controls (relays, contactors, etc) and the IGN.
5. Test the system through all of the available modes, and verify operation of all outputs, controls, and modes. Refer to the sequence of operations for each mode, to assist in verifying proper operation. Make the necessary repairs and proceed to [Step 6](#) and [Step 7](#).
6. If no abnormal operating conditions appear in the test mode, exit the test mode by turning the power “Off” at the main power disconnect switch and removing the test mode connections.
7. Refer to the individual component test procedures if other components are suspect.

Heating Failure

Verify Heat Failure by Ignition Module (IGN) LED indicator:

- OFF: No Power or Failure

- ON: Normal
- Slow Flash: Normal, Heat Call
- Fast Flash: Error Code:
 - 1 Flash: No Communication
 - 2 Flashes: System Lockout
 - 3 Flashes: Pressure Switch Fail
 - 4 Flashes: TC01 or TC02 Open
 - 5 Flashes: Flame w/o Gas Valve
 - 6 Flashes: Flame Rollout Open

Cooling Failure

- Cooling and heating set point (slide pot) on the thermostat has failed.
- CC1 or CC2 24 Vac control circuit has opened, check CC1 and CC2 coils, and any of the controls below that apply to the unit (HPC1, HPC2, LPC1, LPC2, Froststat™).

Resetting Cooling and Ignition Lockouts

Cooling Failures and Ignition Lockouts are reset in an identical manner. Method 1 explains resetting the system from the space; Method 2 explains resetting the system at the unit.

Method 1

To reset the system from the space, turn the “Mode” selection switch at the thermostat to the “Off” position. After approximately 30 seconds, turn the “Mode” selection switch to the desired mode, i.e. Heat, Cool or Auto.

Method 2

To reset the system at the unit, cycle the unit power by turning the disconnect switch “Off” and then “On”.

Troubleshooting

Table 28. Fault detection and diagnostic codes

Failures	Primary Fault Codes								Information Code		
	Mixed Air Temp Sensor Fail	Outdoor Temp Sensor Fail	Economizer Actuator Fault	RTEM Comm Fail	Pressure Dead band Fail (If Used)	Temp Sensor Fail (If Used)	Airflow Sensor Fail (If Used)	Space Press Dead band Fail (If Used)	Unit Fails to Economize	Unit Economizing When It Should Not	Damper Position % Indicated
Damper stuck at Minimum			X		X ^(a)		X ^(a)	X ^(a)	X		X
Damper Stuck Open			X		X ^(a)		X ^(a)	X ^(a)		X	X
Mixed Sensor Failure	X										X
Supply Air Sensor Failure						X					X
Outdoor Air Temperature Fail		X									X
Power loss to RTEM				X							
Failed or Power Loss to Actuator			X								X
Mechanical Failure of Actuator							X				

(a) If goes out of range.

Table 29. Low leak economizer sensor values

Sensor Values Data					
Temp °F	Resistance (K ohms)	Temp °F	Resistance (K ohms)	Temp °F	Resistance (K ohms)
40	26.097	54	17.847	68	12.435
41	25.383	55	17.382	69	12.126
42	24.690	56	16.930	70	11.827
43	24.018	57	16.491	71	11.535
44	23.367	58	16.066	72	11.252
45	22.736	59	15.654	73	10.977
46	22.132	60	15.253	74	10.709
47	21.530	61	14.864	75	10.448
48	20.953	62	14.486	76	10.194
49	20.396	63	14.119	77	9.949
50	19.854	64	13.762	78	9.710
51	19.330	65	13.416	79	9.477
52	18.821	66	13.078	80	9.250
53	18.327	67	12.752	81	9.030

Unit Economizer Control (ECA) Test Procedures

Electromechanical Control

This series of tests will allow you to diagnose, and determine where, and if a problem exists in the system economizer operation. Test 1 determines if the problem is in the Unit, or if it is in the ECA. Test 2 tests sensor inputs. Test 3 tests the resistors and sensors. Conduct the tests in numerical order until problem is found.

Test 1

Verifying that the economizer actuator (ECA) is functional:

1. Using the "Test Mode" described in the "System Start-Up" section, put the unit into the economizer mode and verify that the economizer actuator (ECA) drives fully open (approximately 90 seconds).
2. If the ECA is not driving the dampers, verify that 24 Vac is between the ECA terminals TR and TR1 is present. If 24 volts is not present, a wiring or terminal problem exists from the control transformer. Make any necessary repairs, see wiring diagrams to troubleshoot.
3. If 24 Vac is present, adjust the minimum position potentiometer fully clockwise. If the actuator does not drive, the economizer actuator is bad. Replace the ECA.

Test 2

Testing the ECA resistors and sensors

1. Testing the Mixed Air Sensor (MAS). Disconnect the wires connected to T and T1 on the ECA, and;
 - a. Measure the resistance of the sensor between the wires 180B and 181B.
 - b. Measure the temperature at the MAS location. Using the Temperature versus Resistance chart, verify the accuracy of the MAS.

Replace the sensor if it is out of range.

2. Testing the Outdoor Air Switch. If the temperature is above 60 degrees, it will need to be chilled. Measure the resistance of the sensor on the ECA SO and +.

The resistance should be approximately 390 Ohms.

Replace the Switch if it is open.

Replace the ECA if it is out of range.

3. Testing the R1 Resistance.

Measure the resistance of the sensor on the ECA SR and +.

The resistance should be approximately 420 Ohms.

Replace the ECA if it is out of range.

4. Testing the R2 Resistance.

Measure the resistance of the sensor on the ECA P and P1.

The resistance should be approximately 130 Ohms.

Replace the ECA if it is out of range.

Troubleshooting procedures for Direct Drive Plenum Fan

Prior to troubleshooting, verify all wiring and wiring connections. The motor has internal protections that will shut down the motor before damage occurs. A power cycle is required to reset some of the internal protections. Before proceeding, power down unit for 1 minute and then power on.

Please follow steps sequentially unless directed differently in solution.

Refer to RT-SVP08*-EN for a Comprehensive Troubleshooting Guide.

Note: *This document included information on LED error codes. LED error codes are not applicable to model T/YSC120H.*

Wiring Diagrams

Table 30. Wiring diagram matrix (a)

Schematic Type			Drawing Number	Description
Control	ReliaTel™	230,460,575V	1213-1641	YSC036-060G ReliaTel controls
Control	ReliaTel™	230,460,575V	4366-7217	YHC(037-067)
Control	ReliaTel™	230,460,575V	4366-4571	Y(S,H)C(036,048)E/F (1,3 Phase) and YHC060F (1-Phase), ReliaTel Controls, X13 IDM
Control	ReliaTel™	230,460,575V	4366-1015	Y(S,H)C(036-090)E/F, ReliaTel Controls, Belt-Drive IDM
Control	ReliaTel™	230,460,575V	4366-4703	YSC060E (1,3 Phase) and YHC060E/F (3-Phase), ReliaTel Controls, X13 IDM
Control	ReliaTel™	230,460,575V	1213-2389	YSC(072-090)H ReliaTel Gas Heat
Control	ReliaTel™	230,460,575V	1213-2391	YSC(092-120)H ReliaTel Gas Heat
Control	ReliaTel™	230,460,575V	4366-1042	YSC(092,102)F, ReliaTel Controls
Control	ReliaTel™	230,460,575V	4366-7436	(YHC074-102,YSC120)F, ReliaTel Controls
Control	ReliaTel™	230V/460V	1213-2411	YHC120F, ReliaTel Controls
Control	ReliaTel™	575V	1213-2412	YHC120F, ReliaTel Controls
Control	Electromechanical	230,460,575V	1213-1644	YSC(036-060)G Electromechanical Controls
Control	Electromechanical	230,460,575V	4366-8386	Y(S,H)C(036,048)E/F (1,3 Phase) and YHC060F (1-Phase), Electromechanical Controls, X13 IDM
Control	Electromechanical	230,460,575V	4366-8383	Y(S,H)C(036-060)E/F, Electromechanical Controls, Belt-Drive IDM
Control	Electromechanical	230,460,575V	4366-8387	YSC060E (1,3 Phase) and YHC060E/F (3-Phase), Electromechanical Controls, X13 IDM
Control	Electromechanical	230,460,575V	4366-8385	Y(S,H)C(072,090)F, Electromechanical Controls
Control	Electromechanical	230,460,575V	1213-2414	YSC(072-120)H Electromechanical Gas Heat
Control	Electromechanical	230,460,575V	4366-8384	YSC(092,102)F, Electromechanical Controls
Control	Electromechanical	230,460,575V	4366-8388	(YHC074-102,YSC120)F, Electromechanical Controls
Control	Electromechanical	230V/460V	1213-2409	YHC120F, Electromechanical Controls
Control	Electromechanical	575V	1213-2410	YHC120F, Electromechanical Controls
Control	ReliaTel™	230, 460V	1213-3640	Ultra Low NOx, 3, 4, & 5 TON, 208-230/60/3, 460/60/3, YHC(037-067)E(3,4), 17-SEER
Power	ReliaTel™	230V	1213-3644	Ultra Low NOx, 3, 4 & 5 TON, 230/60/3, YHC(037-067E)3, 17-SEER
Power	ReliaTel™	460V	1213-3645	Ultra Low NOx, 3, 4 & 5 TON, 460/60/3, YHC(037-067E)4, 17-SEER
Power	ReliaTel™	230V	1213-1637	YSC(036-060)G3 ReliaTel Controls
Power	ReliaTel™	230V	4366-7179	YHC(037-067) (230V)
Power	ReliaTel™	230V	4366-4576	Y(S,H)C(036-060)E/F (1-Phase)
Power	ReliaTel™	230V	4366-5163	YHC(036-060)E/F (230V 3-Phase), X13 IDM
Power	ReliaTel™	230V	4366-1016	Y(S,H)C(036-090)E/F (230V 3-Phase), Belt-Drive IDM
Power	ReliaTel™	230V	4366-1033	YSC(092,102)F (230V)
Power	ReliaTel™	230V	1213-2280	(YHC074-102, YSC120)F (230V), ReliaTel Controls
Power	ReliaTel™	230V	1213-2411	YHC120F, ReliaTel Controls
Power	ReliaTel™	460V and/or 575V	1213-1638	YSC(036-060)G4 ReliaTel Controls
Power	ReliaTel™	460V and/or 575V	1213-1662	YSC(036-060)GW ReliaTel Controls
Power	ReliaTel™	460V and/or 575V	4366-7180	YHC(037-067) (460V)
Power	ReliaTel™	460V and/or 575V	4366-5164	YHC(036-060)E/F (460V), X13 IDM
Power	ReliaTel™	460V and/or 575V	4366-1005	Y(S,H)C(036-090)E/F (460V,575V), Belt-Drive IDM
Power	ReliaTel™	460V and/or 575V	4366-1034	YSC(092,102)F (460V,575V)
Power	ReliaTel™	460V and/or 575V	1213-2281	(YHC074-102, YSC120)F (460V), ReliaTel Controls
Power	ReliaTel™	460V and/or 575V	1213-2282	YSC120F (575V), ReliaTel Controls
Power	ReliaTel™	460V	1213-2411	YHC120F, ReliaTel Controls
Power	ReliaTel™	575V	1213-2412	YHC120F, ReliaTel Controls
Power	Electromechanical	230V	1213-1637	YSC(036-060)G3 Electromechanical Controls
Power	Electromechanical	230V	1213-2409	YHC120F, Electromechanical Controls
Power	Electromechanical	230V	1213-2275	YHC(074-102)F, YSC120F, Electromechanical Controls
Power	Electromechanical	460V and/or 575V	1213-1638	YSC(036-060)G4 Electromechanical Controls
Power	Electromechanical	460V and/or 575V	1213-1662	YSC(036-060)GW Electromechanical Controls

Wiring Diagrams

Table 30. Wiring diagram matrix (a)

Schematic Type			Drawing Number	Description
Power	Electromechanical	460V and/or 575V	4366-1005	Y(S,H)C(036-090)E/F (460V,575V), Belt-Drive IDM
Power	Electromechanical	460V and/or 575V	4366-1005	Y(S,H)C(036-090)E/F (460V,575V), Belt-Drive IDM
Power	Electromechanical	460V and/or 575V	1213-2276	YSC120F4, YHC(074-102)F4, Electromechanical Controls
Power	Electromechanical	460V and/or 575V	1213-2277	YSC(120)FW, YHC(074-102)FW, Electromechanical Controls
Power	Electromechanical	460V	1213-2409	YHC120F, Electromechanical Controls
Power	Electromechanical	575V	1213-2410	YHC120F, Electromechanical Controls
Power	Electromechanical/ ReliaTel™	230,460,575V	1213-2384	YSC(072-120)H Constant Volume IDM
Power	Electromechanical/ ReliaTel™	230,460,575V	1213-2385	YSC(072-120)H Multispeed IDM, SZVAV, MZVAV
Connection	ReliaTel™	230V	1213-1672	YSC(036-060)G3 ReliaTel Controls
Connection	ReliaTel™	230V	4366-7340	YHC(037) (230V)
Connection	ReliaTel™	230V	4366-8247	YHC037E (230V), 17 Plus with Multi-Zone VAV
Connection	ReliaTel™	230V	4366-7342	YHC(047-067) (230V)
Connection	ReliaTel™	230V	4366-8249	YHC(047, 067)E (230V), 17 Plus with Multi-Zone VAV
Connection	ReliaTel™	230V	4366-4564	Y(S,H)C(036,048)E/F, YHC060F (1-Phase), ReliaTel Controls
Connection	ReliaTel™	230V	4366-5185	YHC(036,048)E/F (230V 3-Phase), ReliaTel Controls, X13 IDM
Connection	ReliaTel™	230V	4366-1522	Y(S,H)C(036-060)E/F (230V 3-Phase), ReliaTel Controls, Belt-Drive IDM
Connection	ReliaTel™	230V	4366-5186	YHC060E/F (230V 3-Phase), ReliaTel Controls, X13 IDM
Connection	ReliaTel™	230V	4366-1539	Y(S,H)C(072,090)F (230V), ReliaTel Controls
Connection	ReliaTel™	230V	4366-7449	YHC120F (3-Phase), ReliaTel Controls
Connection	ReliaTel™	230V	4366-8254	YHC(074-120)F ReliaTel Controls, with Multi-Zone VAV
Connection	ReliaTel™	230V	4366-1530	YSC(092,102)F (230V), ReliaTel Controls
Connection	ReliaTel™	230V	4366-7451	(YSC120,YHC074-102)F (230V), ReliaTel Controls
Connection	ReliaTel™	230V	4366-8255	YHC(074-102)F, YSC120F (230V), ReliaTel Controls with Multi-Zone VAV
Connection	ReliaTel™	230,460,575V	1213-2662	YSC(072-090)H ReliaTel
Connection	ReliaTel™	230,460,575V	1213-2663	YSC(092-120)H ReliaTel
Connection	ReliaTel™	460V and/or 575V	1213-1674	YSC(036-060)G4 ReliaTel Controls
Connection	ReliaTel™	460V and/or 575V	1213-1676	YSC(036-060)GW ReliaTel Controls
Connection	ReliaTel™	460V and/or 575V	4366-8254	YHC120F ReliaTel Controls, with Multi-Zone VAV
Connection	ReliaTel™	460V and/or 575V	4366-7341	YHC(037) (460V)
Connection	ReliaTel™	460V and/or 575V	4366-8248	YHC037E (460V), 17 Plus with Multi-Zone VAV
Connection	ReliaTel™	460V and/or 575V	4366-7343	YHC(047-067) (460V)
Connection	ReliaTel™	460V and/or 575V	4366-8250	YHC(047,067)E (460V), 17 Plus with Multi-Zone VAV
Connection	ReliaTel™	460V and/or 575V	4366-5202	YHC(036,048)E/F (460V), ReliaTel Controls, X13 IDM
Connection	ReliaTel™	460V and/or 575V	4366-1516	Y(S,H)C(036-060)F (460V,575V), ReliaTel Controls, Belt-Drive IDM
Connection	ReliaTel™	460V and/or 575V	4366-5203	YHC060E/F (460V), ReliaTel Controls, X13 IDM
Connection	ReliaTel™	460V and/or 575V	4366-1540	Y(S,H)C(072,090)F (460V,575V), ReliaTel Controls
Connection	ReliaTel™	460V and/or 575V	4366-1532	YSC(092,102)F (460V,575V), ReliaTel Controls
Connection	ReliaTel™	460V and/or 575V	4366-7454	(YSC120,YHC074-102)F (460V), ReliaTel Controls
Connection	ReliaTel™	460V and/or 575V	4366-8256	YHC(074-102)F, YSC120F (460V), ReliaTel Controls with Multi-Zone VAV
Connection	ReliaTel™	460V and/or 575V	4366-7456	YSC120F (575V), ReliaTel Controls
Connection	ReliaTel™	460V and/or 575V	4366-8257	YSC120F (575V), ReliaTel Controls with Multi-Zone VAV
Connection	ReliaTel™	230V	1213-3696	Ultra Low NOx, 3 Ton, 17-SEER
Connection	ReliaTel™	460V	1213-3697	Ultra Low NOx, 3 Ton, 17-SEER
Connection	ReliaTel™	230V	1213-3698	Ultra Low NOx, 4 and 5 Ton, 17-SEER
Connection	ReliaTel™	460V	1213-3699	Ultra Low NOx, 4 and 5 Ton, 17-SEER
Connection	ReliaTel™	230V	1213-3766	Ultra Low NOx, 3 Ton, 17-SEER MZ VAV
Connection	ReliaTel™	460V	1213-3767	Ultra Low NOx, 3 Ton, 17-SEER MZ VAV
Connection	ReliaTel™	230V	1213-3768	Ultra Low NOx, 4 and 5 Ton, 17-SEER MZ VAV
Connection	ReliaTel™	460V	1213-3769	Ultra Low NOx, 4 and 5 Ton, 17-SEER MZ VAV
Connection	Electromechanical	230V	1213-1673	YSC(036-060)G3 Electromechanical Controls

Wiring Diagrams

Table 30. Wiring diagram matrix (a)

Schematic Type			Drawing Number	Description
Connection	Electromechanical	230V	4366-8390	Y(S,H)C(036,048)E/F, YHC060F (1-Phase), Electromechanical Controls
Connection	Electromechanical	230V	4366-8392	YHC(036,048)E/F (230V 3-Phase), Electromechanical Controls, X13 IDM
Connection	Electromechanical	230V	4366-8404	Y(S,H)C(036-060)E/F (230V 3-Phase), Electromechanical Controls, Belt-Drive IDM
Connection	Electromechanical	230V	4366-8393	YHC060E/F (230V 3-Phase), Electromechanical Controls, X13 IDM
Connection	Electromechanical	230V	4366-8408	Y(S,H)C(072,090)F (230V), Electromechanical Controls
Connection	Electromechanical	230V	4366-8403	YHC120F (3-Phase), Electromechanical Controls
Connection	Electromechanical	230V	4366-8406	YSC(092,102)F (230V), Electromechanical Controls
Connection	Electromechanical	230V	4366-8400	(YSC120,YHC074-102)F (230V), Electromechanical Controls
Connection	Electromechanical	230,460,575V	1213-2660	YSC(072-102)H Electromechanical
Connection	Electromechanical	230,460,575V	1213-2661	YSC(092-120)H Electromechanical
Connection	Electromechanical	460V and/or 575V	1213-1675	YSC(036-060)G4 Electromechanical Controls
Connection	Electromechanical	460V and/or 575V	1213-1677	YSC(036-060)GW Electromechanical Controls
Connection	Electromechanical	460V and/or 575V	4366-8394	YHC(036,048)E/F (460V), Electromechanical Controls, X13 IDM
Connection	Electromechanical	460V and/or 575V	4366-8405	Y(S,H)C(036-060)E/F (460V,575V), Electromechanical Controls, Belt-Drive IDM
Connection	Electromechanical	460V and/or 575V	4366-8399	YHC060E/F (460V), Electromechanical Controls, X13 IDM
Connection	Electromechanical	460V and/or 575V	4366-8389	Y(S,H)C(072,090)F (460V,575V), Electromechanical Controls
Connection	Electromechanical	460V and/or 575V	4366-8407	YSC(092,102)F (460V,575V), Electromechanical Controls
Connection	Electromechanical	460V and/or 575V	4366-8401	(YSC120,YHC074-120)F (460V), Electromechanical Controls
Connection	Electromechanical	460V and/or 575V	4366-8402	YSC120F (575V), Electromechanical Controls

(a) Wiring diagrams can be accessed using e-Library by entering the diagram number in the literature order number search field or by contacting technical support.

Limited Warranty

Combination Gas Electric Air Conditioner

YCD, YCH, YSC and YHC (Parts Only)

Models Less Than 20 Tons for Commercial Use*

This warranty is extended by Trane to the original purchaser and to any succeeding owner of the real property to which the Combination Gas Electric Air Conditioner is originally affixed, and applies to products purchased and retained for use within the U.S.A. and Canada. There is no warranty against corrosion, erosion or deterioration.

If any part of your Combination Gas Electric Air Conditioner fails because of a manufacturing defect within one year from the date of the original purchase, Warrantor will furnish without charge the required replacement part.

In addition, if the sealed motor-compressor fails because of a manufacturing defect within the second through fifth year from the date of original purchase, Warrantor will furnish without charge the required replacement compressor.

In addition, if the standard aluminized steel heat exchanger fails because of a manufacturing defect within five years from the date of start-up, Warrantor will furnish without charge a replacement heat exchanger. Any local transportation, related service labor and diagnosis calls are not included.

In addition, if the optional, factory installed, stainless steel heat exchanger fails because of a manufacturing defect within ten years from the date of start-up, Warrantor will furnish without charge a replacement heat exchanger. Any local transportation, related service labor and diagnosis calls are not included.

Warrantor's obligations and liabilities under this warranty are limited to furnishing F.O.B. Warrantor factory or warehouse at Warrantor designated shipping point, freight allowed to Buyer's city, replacement parts for Warrantor's products covered under this warranty. Warrantor shall not be obligated to pay for the cost of lost refrigerant. No liability shall attach to Warrantor until products have been paid for and then liability shall be limited solely to the purchase price of the equipment under warranty shown to be defective.

THE WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE, AND IN NO EVENT SHALL WARRANTOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you

specific legal rights, and you may also have other rights which vary from state to state.

Trane

2701 Wilma Rudolph Blvd.

Clarksville, TN 37040-1008

Attention: Manager, Product Service

GW-606-4800

* This warranty is for commercial usage of said equipment and not applicable when the equipment is used for a residential application. Commercial use is any application where the end purchaser uses the product for other than personal, family or household purposes.

**A 5 year limited warranty is provided for the optional "Low Leak" economizer when combined with the additional FDD (Fault Detection and Diagnostics) option.

Trane and American Standard create comfortable, energy efficient indoor environments for commercial and residential applications. For more information, please visit trane.com or americanstandardair.com.

Trane and American Standard have a policy of continuous product and product data improvement and reserve the right to change design and specifications without notice. We are committed to using environmentally conscious print practices.



TACLA00045892C
M-40866
BuyBoard# 638-21

Proposal Date:
February 8, 2023

Proposal

To: Hays County - Historical Courthouse
Attn: Chirs Deichmann & Lisa Griffin
Re: Replace RTU #4

We propose to install the **HVAC WORK** as outlined in the scope of work below:

Item	Description	List Price	Discount	Net Price	Quantily	Total
1	Diagnostic Fee	\$125.00	25%	\$93.75	0	\$0.00
2	Trane 10-Ton M# YSJ RTU	\$23,719.08	25%	\$17,789.31	1	\$17,789.31
3	Freight	\$150.00	0%	\$150.00	1	\$150.00
4	Miscellaneous	\$800.00	25%	\$600.00	1	\$600.00
Total Parts.....						\$18,539.31

Item	Description	Std. Hourly Rate	Non-Std. Hourly Rate	Std. Hours	Non-Std. Hours	Total
1	Trip Charge	\$75.00	\$95.00	0		\$0.00
2	Journeyman Labor	\$95.00	\$142.50	20		\$1,900.00
3	Helper Labor	\$75.00	\$95.00	20		\$1,500.00
Total Labor.....						\$3,400.00

Item	Subcontractor	List Price	Discount	Net Price	Quantily	Total
1	Crane	\$5,854.80	25%	\$4,391.10	1	\$4,391.10
1	Road Closure & Permits	\$6,862.50	25%	\$5,146.88	1	\$5,146.88
Total Parts.....						\$9,537.98

HVAC Work: \$31,477.29
DEDUCT: Trane 10-Ton YSC Model RTU..... \$4,683.19 **Model # YSC (previous gen.)**
 Tax 8.25% \$0.00
Total Price \$31,477.29

Scope of Work:

1. Furnish and install: (1) 10-Ton 208-230v/3ph/60hz Trane RTU & Misc. Materials
2. Lock-out, Tag-out & Deenergize energy source.
3. Disconnect and remove existitng RTU from the roof via crane.
4. Set new RTU via crane and reconnect .
5. Start up unit and verify operations.
6. Clean up work area.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
8. No structural steel framing or roofing.

Note: Hopkins St will be shut down to set up crane for replacement.

Note: Deduct is for instock per 2023 Govt. regulations. This is why supplies last.

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

Sincerely,

Josh Abbott
Service Department



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.
2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.
3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.
4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.
The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.
5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.
6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.
7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.
8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.
9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.
10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.
11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB) on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.
12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.
13. SI Mechanical, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. SI Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.

14. SI Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.



Hays County Commissioners Court

Date: 01/03/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Approve renewal of RFP 2020-P01 HVAC - Maintenance and Repair Services with JM Engineering, LLC. with a proposed 5% price increase. **BECERRA/T.CRUMLEY**

Summary:

RFP 2020-P01 is scheduled to expire on January 11, 2023, and JM Engineering LLC would like to renew its contract for one additional year with a proposed 5% increase in pricing.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: Multiple

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, Request for Proposal 2020-P01 HVAC Maintenance and Repair County Wide

G/L Account Validated Y/N?: TBD upon service

New Revenue Y/N?: N/A

Comments:

Attachments

Renewal Price

Contract Renewal

RFP 2020-P01 HVAC - Maintenance & Repair Services, Countywide
Renewal 2 - Proposed Price Increase - 5%

Repair Services Pricing

Experienced, Licensed Air Conditioning & Heating Tech

	Current Pricing	Proposed 5%
Monday through Friday - Regular Hours	\$ 86.44 \$	90.76
After Scheduled Working Hours	\$ 108.74 \$	114.18
Weekends	\$ 108.74 \$	114.18
Holidays	\$ 108.74 \$	114.18

Experienced Tech Helper

	Current Pricing	Proposed 5%
Monday through Friday - Regular Hours	\$ 67.49 \$	70.86
After Scheduled Working Hours	\$ 84.38 \$	88.60
Weekends	\$ 84.38 \$	88.60
Holidays	\$ 84.38 \$	88.60

Preventative Maintenance Pricing

Building	Original Contract				5% Proposed Price Increase			
	Spring PM	Winter PM	Filter Changes	Total PM	Spring PM	Winter PM	Filter Changes	Total PM
Juvenile Detention Center	\$ 4,304.12 \$	4,304.12 \$	2,057.15 \$	10,665.39 \$	4,519.33 \$	4,519.33 \$	2,160.01 \$	11,198.67 \$
Public Safety Building - Sheriff	\$ 3,117.88 \$	3,117.88 \$	1,011.98 \$	7,247.74 \$	3,273.77 \$	3,273.77 \$	1,062.58 \$	7,610.13 \$
Government Center - Countywide	\$ 9,530.58 \$	9,530.58 \$	7,962.78 \$	27,023.94 \$	10,007.11 \$	10,007.11 \$	8,360.92 \$	28,375.14 \$
Courthouse - Countywide	\$ 2,771.28 \$	2,771.28 \$	1,128.48 \$	6,671.04 \$	2,909.84 \$	2,909.84 \$	1,184.90 \$	7,004.59 \$
Local Health Department - Countywide	\$ 2,952.02 \$	2,952.02 \$	1,131.74 \$	7,035.78 \$	3,099.62 \$	3,099.62 \$	1,188.33 \$	7,387.57 \$
Yarrington Complex - Countywide	\$ 6,173.28 \$	6,173.28 \$	1,647.91 \$	13,994.47 \$	6,481.94 \$	6,481.94 \$	1,730.31 \$	14,694.19 \$
Driftwood Road Department - Countywide	\$ 341.26 \$	341.26 \$	106.53 \$	789.05 \$	358.32 \$	358.32 \$	111.86 \$	828.50 \$
Wimberley Road Department - Countywide	\$ 331.21 \$	331.21 \$	- \$	662.42 \$	347.77 \$	347.77 \$	- \$	695.54 \$
WIC - Kyle - Countywide	\$ 1,025.87 \$	1,025.87 \$	321.67 \$	2,373.41 \$	1,077.16 \$	1,077.16 \$	337.75 \$	2,492.08 \$
Precinct 2 Office - Countywide	\$ 4,350.92 \$	4,350.92 \$	1,344.64 \$	10,046.48 \$	4,568.47 \$	4,568.47 \$	1,411.87 \$	10,548.80 \$
Precinct 3 Office - Countywide	\$ 3,012.83 \$	3,012.83 \$	1,053.61 \$	7,079.27 \$	3,163.47 \$	3,163.47 \$	1,106.29 \$	7,433.23 \$
Precinct 4 Office - Countywide	\$ 2,231.42 \$	2,231.42 \$	717.40 \$	5,180.24 \$	2,342.99 \$	2,342.99 \$	753.27 \$	5,439.25 \$
Precinct 5 Office - Countywide	\$ 2,384.91 \$	2,384.91 \$	733.99 \$	5,503.81 \$	2,504.16 \$	2,504.16 \$	770.69 \$	5,779.00 \$
Kyle Depot - Countywide	\$ 1,046.13 \$	1,046.13 \$	427.32 \$	2,519.58 \$	1,098.44 \$	1,098.44 \$	448.69 \$	2,645.56 \$
Jacob's Well - Countywide	\$ 335.59 \$	335.59 \$	105.23 \$	776.41 \$	352.37 \$	352.37 \$	110.49 \$	815.23 \$
Dalhstrom Nature Preserve - Countywide	\$ 165.60 \$	165.60 \$	96.47 \$	427.67 \$	173.88 \$	173.88 \$	101.29 \$	449.05 \$
New Public Safety Building	\$ 14,330.68 \$	14,330.68 \$	10,289.01 \$	38,950.37 \$	15,047.21 \$	15,047.21 \$	10,803.46 \$	40,897.89 \$
Rainbow Room	\$ 682.14 \$	682.14 \$	- \$	1,364.28 \$	716.25 \$	716.25 \$	- \$	1,432.49 \$
Elections/IT Building	\$ 2,363.02 \$	2,363.02 \$	885.39 \$	5,611.43 \$	2,481.17 \$	2,481.17 \$	929.66 \$	5,892.00 \$
Yearly Preventative Maintenance Totals	\$ 61,450.74 \$	\$ 61,450.74 \$	\$ 31,021.30 \$	\$ 153,922.78 \$	\$ 64,523.28 \$	\$ 64,523.28 \$	\$ 32,572.37 \$	\$ 161,618.93 \$



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

Stephanie Hunt
Assistant County Auditor
stephanie.hunt@co.hays.tx.us

December 21, 2022

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

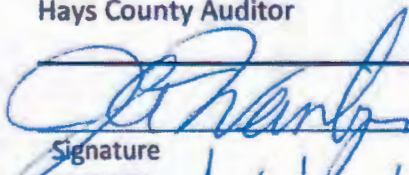
RE: Annual contract renewal

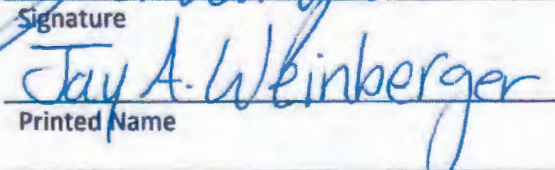
The annual contract for HVAC – Maintenance and Repair Services County Wide, RFP 2020-P01 is scheduled to expire on January 11, 2023. This letter will serve as official notice that Hays County would like to exercise its second (2nd) option to renew the existing contract for one (1) additional year effective January 12, 2023 – January 11, 2024, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the proposed 5% increase. 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 if you wish to make modifications to the contract or have any questions. Thank you.

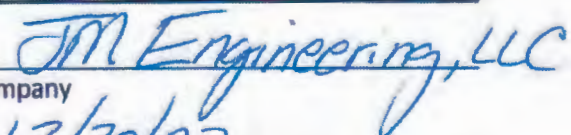
Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor



Signature


Printed Name



Company
12/30/22

Date

Approved by the Hays County
Commissioners Court on: 1-3-2023



Ruben Becerra
Hays County Judge



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Ron Hood

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Shell

Agenda Item:

Authorize payment to Austin Extreme Graphics for vehicle graphics to a 2022 Chevrolet Tahoe in the amount of \$805.17 for the Hays County Constable, Pct. 4 Office, in which a purchase order was not obtained per the County Purchasing Policy and amend the budget accordingly. **SMITH/HOOD**

Summary:

Hays County Constable, Pct. 4 required vehicle graphics for a 2022 Chevrolet Tahoe recently added to it's fleet.

Attached: Austin Extreme Graphics Invoice #4089

Fiscal Impact:

Amount Requested: \$805.17

Line Item Number: 001-638-00.5713_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$806.00 - Increase Vehicle_Operating 001-638-00.5713_400

(\$806.00) - Decrease Vehicle Maintenance 001-638-00.5413

Auditor's Office:

Purchasing Guidelines Followed Y/N?: No

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

New Revenue Y/N?: N/A

Comments:

Attachments

Austin Extreme Graphics Invoice



Estimate #2768

5/21/2021

Prepared For:

Hays County Constable PCT 4

Prepared By:

Kate
Austin Extreme Graphics
174 Distribution Cove
Buda, TX 78610 USA

Phone: 512-858-7605

Fax:

Alt. Phone:

Email: ron.hood@co.hays.tx.us

Phone: 512-312-2715

Fax:

Alt. Phone:

Email: info@austinextreme.com

Description: 2022 Chevy Tahoe
full set graphics

Estimated Time For Production: 2 working days

Quantity	Description	Each	Total	Taxable
1	53.00 in x 95.00 in Oralite 650RA Reflective Top laminated with 3M 8518	505.17	\$505.17	
3	Installation at our Location	100.00	\$300.00	
1	Vehicle Paint must be in good condition before Install or Removal. No visible oxidation, rust or major body damage. AEG is not responsible for damage to paint when installing new or removing existing vinyl.	0.00	\$0.00	
1	Please make sure your vehicle is washed the day before installation. Do not use any wax or tire shine. Unwashed vehicles will have a cleaning fee of \$150 applied.	0.00	\$0.00	
1	Prices are subject to change depending on design time, final proof approval, install time and removal time. This is an ROUGH ESTIMATE only.	0.00	\$0.00	
		Subtotal	\$805.17	
		Total	\$805.17	

Terms: This estimate good for 30 days. 50% due on signing, balance due on completion.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by

Date

Amt. Paid Today



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to install a handicap push-button operator system in the amount of \$5,492.36 on the elected officials' existing rear entrance door of the Government Center and amend the budget accordingly.

SHELL/T.CRUMLEY

Summary:

The elected officials' rear entrance door of the Government Center needs to have a handicap push-button operator system installed. Sullivan Contracting Services has provided a quote in the amount of \$5,492.36 under Choice Partners Contract #21/039MR-14 to do this work. Sullivan will install a Stanley auto operator to the existing door, a bollard on the exterior of the door, and then install the push-buttons to the exterior bollard and the interior wall of the building.

Fiscal Impact:

Amount Requested: \$5,492.36

Line Item Number: 001-695-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$5,493 - Increase Misc. Capital Improvements 001-695-00.5741

(\$5,493) - Decrease Building Maint. & Repair 001-695-00.5451

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Choice Partners CoOp Contract #21/039MR-14

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Sullivan Contracting Quote

Equipment Spec Sheets

Choice Partners Price List



Customer

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

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

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

Chris Deichmann

chris.deichmann@co.hays.tx.us

Project: HC Elected Officials Door Operator - CP

Scope of Work

Choice Partners Contract # 21/039MR-14

ATTENTION: Chris Deichmann

Project Description:

- Install Stanley auto operator on existing personnel door
- Furnish and install planter bollard
- Install push-button on planter bollard and interior wall at back box (box and pathway provided by others)

****Pricing does not include back boxes, low voltage wiring from any control to inside auto door header, or 120v AC to inside auto door header****

Excluded(-)

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

Notes

Summary

Subtotal	\$ 5,492.36
----------	-------------



Quote: 1623027 / Date: 2/3/2023
Project Number: 1623027

\$ 5,492.36

Accepted By

Date

.....



South Texas
2299 Rudeloff Rd. East
Seguin, Texas 78155
P: (830) 372-3812

Project: 1623027 HC Elected Officials Door Operator -
CP
712 S Stagecoach Trl.
San Marcos, Texas 78666

Submittal #8000-1.0 - Auto Operator 8000 - Openings

Revision	0	Submittal Manager	Kyle Baker (Sullivan Contracting Services)
Status	Open	Date Created	Feb 16, 2023
		Spec Section	8000 - Openings
Responsible Contractor	Sullivan Contracting Services	Received From	Kyle Baker (Sullivan Contracting Services)
Final Due Date	Mar 2, 2023	Lead Time	35 day(s)
		Cost Code	8-8000.000 - OPENINGS
Location		Type	Product Information
Approvers	Chris Deichmann (Hays County)		
Ball in Court	Chris Deichmann (Hays County)		
Distribution	Stephen Posey (Sullivan Contracting Services)		
Description	Auto Operator Product Info		

Submittal Workflow

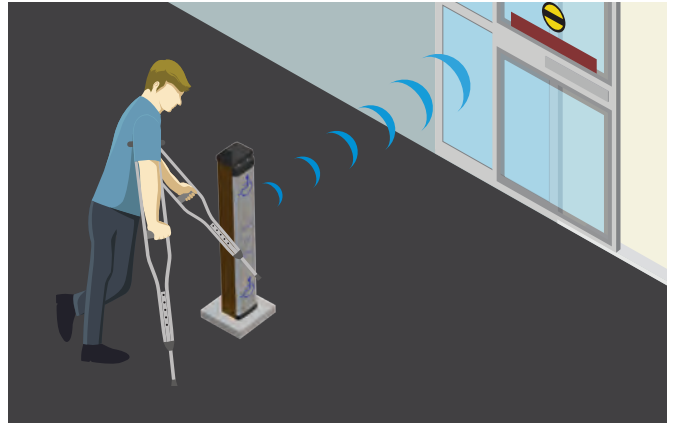
Name	Sent Date	Due Date	Returned Date	Response	Attachments
General Information Attachments					M-Force cut sheet.pdf M-Force brochure.pdf 75.5093.04-4.5IN-SQUARE-PUSHPLATE-20150617.pdf 79.0098.03-BOLLARD-20181212.pdf
Chris Deichmann	Feb 16, 2023	Mar 2, 2023		Pending	

BOLLARD FAMILY

MOUNTING POST FOR PUSH PLATES



PRIMARY APPLICATIONS



DESCRIPTION

BEA's Bollard Family is designed for mounting push plates, that activate automatic doors, in locations where a mounting surface is not available. This enhances accessibility for those with limited mobility or disabilities.

Bollards are compatible with a variety of push plate shapes and sizes, as well as wireless transmitters.

FEATURES & BENEFITS

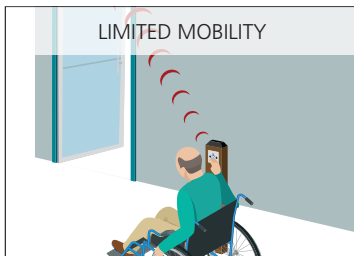
- $\frac{1}{16}$ inch thick stainless steel for increased durability
- Can be mounted either on existing concrete or in newly poured concrete
- Available in silver, bronze and black and with or without hole
- UV-resistant ABS plastic cap allows for transmission when using wireless transmitters



BEA, Inc.
RIDC Park West
100 Enterprise Drive
Pittsburgh, PA 15275-1213

Customer Service: 800.523.2462
Technical Support: 800.407.4545
www.BEAinc.com

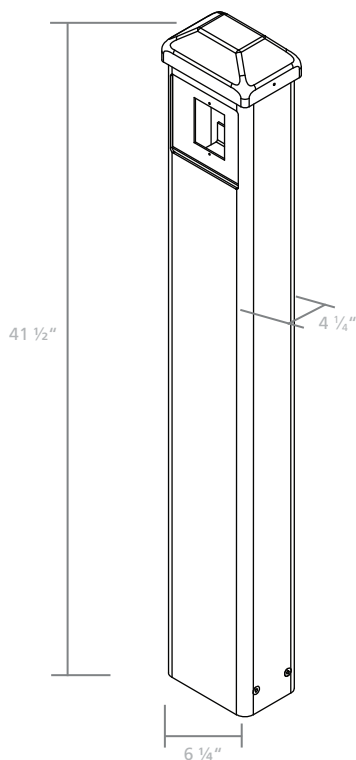
APPLICATIONS



TECHNICAL SPECIFICATIONS

Dimensions (with cap)	41 1/2" (H) x 6 1/4" (W) x 4 1/4" (D)
Material	
Post	Powder-coated, carbon steel (interior and exterior)
Cap	UV-resistant ABS plastic
Bracket	Stainless steel
Push Plate Compatibility	
	4 1/2" square, 4 3/4" square (including Panther) Dual-vestibule, 4 1/2" round NOTE: "Without hole" versions will accommodate 6" square and 6" round Panther plates as well as surface-mount card readers, key pads, or other surface mount devices.
Weight	35 lbs (16 kg)
Color	Black, Bronze or Silver
Hardware	
Post	1/2" x 13 UNC x 1" socket-head bolts (4) – 5/16" hex
Cap	#6 x 3/4" sheet metal screws (3) and #6 finishing washers (3)
Bracket	3" expansion anchors (4), lock washers (4), and nuts (4)

DIMENSIONAL DRAWINGS



RELATED PRODUCTS



10BOLLARDBRZ
BOLLARD - BRONZE



10BOLLARDSLV
BOLLARD - SILVER



10BOLLARDBLK
BOLLARD - BLACK



10BOLLARDBRZWOH
BOLLARD - BRONZE
WITHOUT HOLE



10BOLLARDSLVWOH
BOLLARD - SILVER
WITHOUT HOLE



10BOLLARDBLKWOH
BOLLARD - BLACK
WITHOUT HOLE



70.0195
BOLLARD CAP



70.5022
U-SHAPED BOLLARD
MOUNTING BRACKET



50.0073
PLASTIC
TRANSMITTER SHELF

www.BEAinc.com

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BOLLARD FAMILY MOUNTING POST FOR PUSH PLATES

BEA, Inc.
RIDC Park West
100 Enterprise Drive
Pittsburgh, PA 15275-1213

Customer Service: 800.523.2462
Technical Support: 800.407.4545



USERS GUIDE

10PBS45x SERIES PUSHPLATE

SINGLE POLE SWITCH PUSHPLATE

This pushplate is designed to fit neatly into standard single- or double-gang electrical boxes. The faceplates are made of 1/16" thick stainless steel for durable use. The pushplate may be hard wired to the door operator or connected to one of B.E.A.'s line of radio-controlled transmitters.

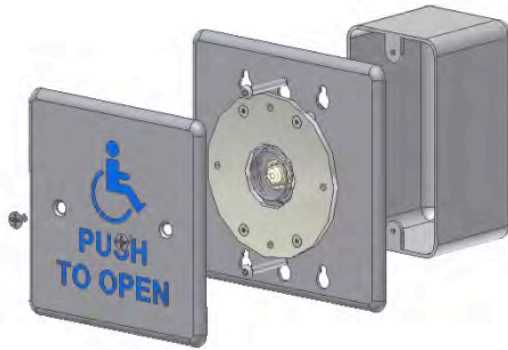
RELATED OPTIONAL ACCESSORY

RADIO CONTROLLED TRANSMITTER AND RECEIVERS: Wide range of analog and digital transmitters and receivers

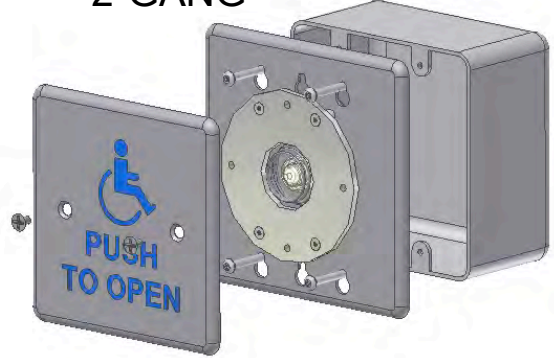
INSTALLATION INSTRUCTIONS

1. Remove the two Phillips head screws from the faceplate of the pushplate.
2. Wire the switches of the pushplates to the door controllers or radio-controlled transmitters using the NO contact and common.
3. Fasten the disassembled pushplate to the single- or double-gang electrical box (by others) using the enclosed #6 screws.
4. Reattach the faceplate to the mounted backplate assembly.
5. Test the pushplate for proper activation.

1-GANG



2-GANG



PUSHPLATE CLEANING

The pushplates are constructed with durable stainless steel and painted with scuff-resistant coatings. To clean the plates, use only a damp, non-abrasive cloth. Repeated cleaning with harsh solvents or abrasive materials may cause deterioration of the coating. Please make the end-user aware of this procedure.

TECHNICAL SUPPORT

If after troubleshooting a problem, a satisfactory solution cannot be achieved, please call B.E.A., Inc. for further assistance during Eastern Standard Time at 1-800-523-2462 from 7am - 5pm or 1-800-407-4545 from 5pm - midnight & weekends.

DO NOT leave any problem unresolved. If you must wait for the following workday to call B.E.A., leave the door inoperable until satisfactory repairs can be made. **NEVER** sacrifice the safe operation of the automatic door or gate for an incomplete solution.



DEPENDABLE & ADAPTABLE

M-FORCE™ AUTOMATIC SWING DOOR OPENER

The Next Generation Magic-Force™ redesigned for a versatile solution that's built to last.

With product enhancements driven by customer input, the new M-Force is built to improve every customer's door-opening experience, in any environment. On-site tuning by our AAADM certified technicians compensates for wind or stack pressure and function as a full-energy motion activated or low-energy action activated solution.

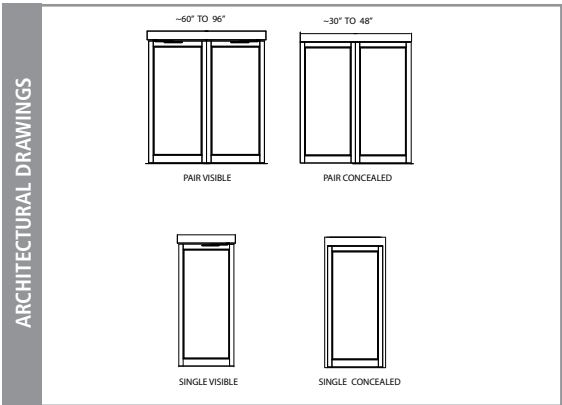
Now equipped with the iQ Controller, your doors can intelligently respond to both manual and automatic opening and allows the M-Force to easily integrate with third-party hardware and systems such as access control and fire alarms.

FEATURES AND BENEFITS

- NEW Power Assist technology for Low Energy doors allows even heavy panels to be manually opened effortlessly
- NEW iQ Controller can be custom tuned to compensate for wind or stack pressure
- Door panel weight up to 700 lbs for applications such as tall retail doors, grocery freezer doors, and hospital lead lined X-Ray doors
- Compliance with all U.S. and Canadian handicap access laws

M-FORCE™ AUTOMATIC SWING DOOR OPENER

DRAWING & SAMPLE APPLICATIONS



LOW ENERGY FEATURES

- Power Assist with Slam Protection
- Power Close to compensate for wind and stack pressure
- Magic-Touch™: A manual push triggers fully automatic open and close
- Presence sensors available

FULL ENERGY FEATURES

- Power Close to compensate for wind and stack pressure
- Coordinated Closing for dual panel applications to ensure a proper close and lock or latch
- Activation and presence door-mounted sensors

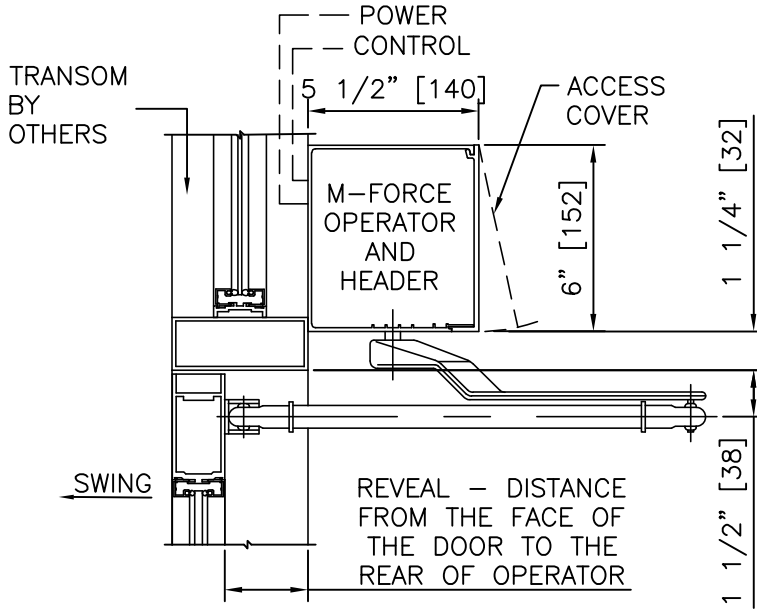
CUSTOMER REVIEW

“ The M-Force has been as reliable as the day it was installed. It does its job well and no problems have come up during its operation. ”

- Mohegan Sun Casino

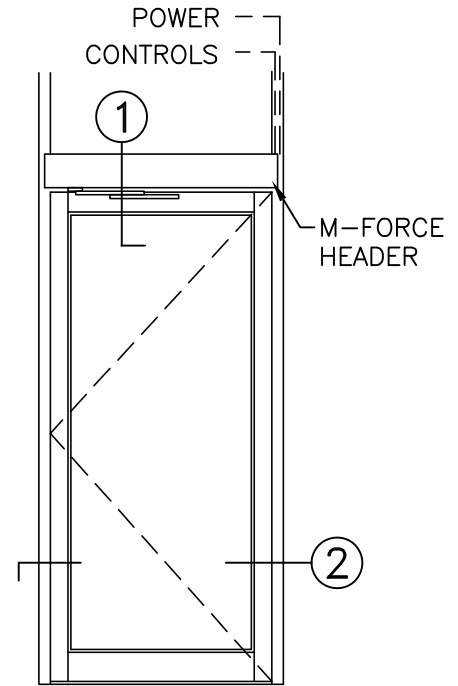
SPECIFICATIONS

Description	Configuration
Header Size	6.0" (152mm) High x 5.5" (140mm) Deep
Swing Door Panels	Up to 48" (1220mm)
Door Panel Weight	700 lbs (318kg)
Drive System	3/16HP DC Motor, Gear Drive
Controller	High Resolution iQ Controller, Microprocessor Based, Safety Logic, Fire Alarm Interface, On Board Lock Delay and Power (1 A), Power Close, Force Compensation, Slam Protection
Activation Options	Motion Sensors, Mats (Full Energy), Wall Plates, Wireless Systems, Magic-Touch (Push to Operate), Power Assist
Safety Options	Swing-Guard Sensor (Full Energy), SU-100 Sensor, Rails (Full Energy), Swing Guard LE Sensor (Low Energy)
Breakout	Automatic Reset (center hung)
Power Required	120 VAC, 5 amps min., 50/60 HZ
Codes & Standards	UL, cUL, ANSI/BHMA A156.10, ANSI/BHMA A156.19, IBC, NFPA 101, CSFM

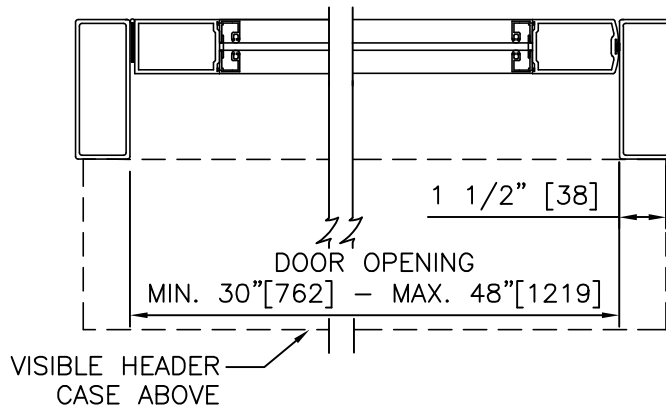


VISIBLE "OUT"

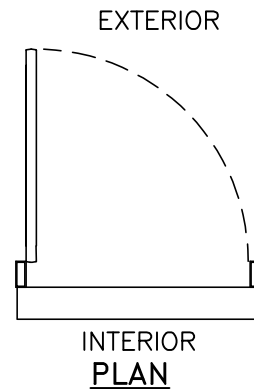
① VERTICAL SECTION



ELEVATION



② HORIZONTAL SECTION



INTERIOR PLAN

39" Header length
Clear anodize finish
(2) Hardwired pus buttons
(1) Bollard post

NOTES

1. DETAILS NOT TO SCALE.
2. ELECTRICAL REQUIREMENTS: BY ELECTRICAL CONTRACTOR
 - 2.1. 120 VAC, 5 AMP MIN TO OPERATOR.
 - 2.2. CONTROL CIRCUIT FROM ACTIVATION TO OPERATOR.
3. DOORS, FRAMES, AND HARDWARE BY OTHERS.
4. DOORS MUST BE UN-LATCHED FOR PROPER OPERATION. PROVIDE TIME DELAY RELAY WHEN REQUIRED FOR PROPER OPERATION.
5. OPERATOR AND INSTALLATION TO COMPLY WITH ANSI/BHMA A156.19.
6. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.



Estimate Name: 1623027 - HC Elected Officials Door Operator

ESTIMATE INFORMATION

Client Name: Hays County
Estimate Address: 712 S Stagecoach Trl., San Marcos, Texas, 78666

COST DATA

Estimate Summary:

	Material	Labor	Equipment
Base Total	\$4,995.54	\$625.27	\$-
Total O&P	\$5,466.28	\$995.32	\$-

***"Total" column values include the cost of Exception lines that may not be included in the Material,*

LEGEND

Line Source: U - User defined line item
A - Adjustment/Modifier
E - Exception lines

ESTIMATE

Quantity	LineNumber	Line Source	SubContracted Ind.
1	087113201000		

Grand Total

Type: Unit
Measurement System: US Standard

Notes:

Total*
\$5,620.81
\$6,461.60

Labor and Equipment totals.

Catalog:
Format:
Release:
Labor Type:
City Cost Index:

Description	Crew	Daily Output	Labor Hours	Unit	Material
Door hardware, automatic openers, industrial, swing doors, to 5' wide		0	0	Ea.	\$5,314.40

COST ESTI

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Facilities and Commercial Renovation
MasterFormat 2018
Year 2023 Quarter 1
Repair & Remodeling
TEXAS / AUSTIN (786-787)

--

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Labor	Equipment	Total	Ext. Mat.	Ext. Labor	Ext. Equip.
\$665.18	\$-	\$5,979.58	\$4,995.54	\$625.27	\$-

		\$5,979.58	\$4,995.54	\$625.27	\$-
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MATE REPORT
DATE: 02/17/2023

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Ext. Total	Mat. O&P	Labor O&P	Equip. O&P	Total O&P	Ext. Mat. O&P	Ext. Labor O&P
\$5,620.81	\$5,815.19	\$1,058.85	\$-	\$6,874.04	\$5,466.28	\$995.32
\$5,620.81				\$6,874.04	\$5,466.28	\$995.32

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Ext. Equip. O&P	Ext. Total O&P	Labor Type	Notes
\$-	\$6,461.60	RR	Cost code adjusted to reflect actual pricing.

\$-	\$6,461.60		
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CostWorks Base	\$6,461.60
85% Coeff	\$5,492.36
Owner Contingency	\$0.00
Subtotal	\$5,492.36
Bond	\$0.00
Project Total	\$5,492.36



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel, utilizing the Sheriff's Office Continuing Education Funds, for Emergency Communications Manager Megan Jones and Emergency Communications Officers Sean Best, Tori Tyler, Haley Campbell, and Samantha Peterson to attend the Navigator Conference on April 17-20, 2023, in Denver, Colorado. **INGALSBE/CUTLER**

Summary:

Out-of-state travel is needed to send Emergency Communications Manager Jones and Officers Best, Campbell, and Peterson to attend the Navigator Conference on April 17-20, 2023, in Denver, CO.

Navigator is the leading conference for Emergency Medical Dispatch, Emergency Fire Dispatch, and Emergency Police Dispatch protocols. The Sheriff's Office Communications division is certified in and utilizes two of the three protocols. This conference allows agencies from around the world to come together and learn new advancements in software, training, hiring, and team building, just among a few topics

Funding for registration and travel expenses, including airfare and hotel, will be paid for by the International Academies of Dispatch (IAED). Per diem fees will be paid for by the Sheriff's Office Continuing Education Fund.

Fiscal Impact:

Amount Requested: \$700

Line Item Number: 001-618-00.5551

Budget Office:

Source of Funds: General Fund (per diems only)

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:



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to accept a donation of \$750.00 from the San Marcos Lions Club for the 2023 Jr. Deputy program and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office received an annual donation of funds from The San Marcos Lions Club. The Club is requesting funds to be used for supplies and materials for the 2023 Jr. Deputy program.

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

(\$750.00) - Increase Contributions 052-618-00.4610

\$750.00 - 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 and Crime Prevention Expense

New Revenue Y/N?: Yes, \$750 in Contributions

Comments: N/A



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the Sheriff's Office to use existing funds to purchase three drones valued at \$19,864.13. **SHELL/CUTLER**

Summary:

In the FY 2023 budget, the Sheriff's Office is approved to purchase two replacement drones. At this time, only one of the two is purchased, and the S.O. would like to use the existing funds to buy three smaller drones in place of the 2nd one.

As technology changes, DJI has developed a smaller drone that is easier to deploy at a moment's notice. The S.O. has researched this drone and found it will be able to deploy quicker due to its size and more portable, allowing deputies to carry them in a patrol vehicle.

The amount requested to purchase three drones instead of one is \$19,864.13; funding is available in the Sheriff's Office Law Enforcement Capital Equipment general ledger.

Fiscal Impact:

Amount Requested: \$19,864.13

Line Item Number: 001-618-00.5717_700

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, The Interlocal Purchasing System Contract 210101

G/L Account Validated Y/N?: Yes, Law Enforcement Equipment Capital Outlay

New Revenue Y/N?: N/A

Comments:

Attachments

UVT Quote



Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

https://www.uvt.us

Invoicing Address:

Hays County Sheriff's Office, Hays County Auditor
712 S Stagecoach Trail
Suite 1071
San Marcos TX 78666
United States

Hays County Sheriff's Office, Ronnie Strain
810 S Stagecoach Trail
San Marcos TX 78666
United States

Shipping Address:

Hays County Sheriff's Office, Ronnie Strain
810 S Stagecoach Trail
San Marcos TX 78666
United States

☎ +1 512-738-1827

Quotation # SO208193

Quotation Date:

01/23/2023

Expiration:

04/23/2023

Salesperson:

Andrew McKinney

DESCRIPTION	QUANTITY	UNIT		TAXES	AMOUNT
		PRICE	DISC.%		
DJI Mavic 3 Thermal QuickTac Bundle					
[101-144-1026] DJI Mavic 3 Thermal w/Care Enterprise Basic The Mavic 3 Enterprise Series from DJI redefines industry standards for small commercial drones. With a 640x512 radiometric thermal sensor, a 12MP 56x hybrid zoom camera, and a wide camera capable of capturing up to 48MP images, the Mavic 3T is built to serve both public safety and enterprise. This Combo includes a DJI Care Enterprise Basic 1-Year Plan.	3.000 Units	5,498.00	5.00		\$ 15,669.30
[101-135-1011] DJI Mavic 3 Intelligent Flight Battery This is the battery that powers the Mavic 3 drone from DJI. This is a 4-cell (4S) LiPo battery with a maximum capacity of 5000 mAh or 77 Wh. This battery will provide up to 46 minutes of flight time with your DJI Mavic 3.	9.000 Units	209.00	5.00		\$ 1,786.95
[122-101-1008] DJI Mavic 3 PRCS Elite	3.000 Units	695.00	5.00		\$ 1,980.75

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

Thank you for choosing
UVT!



UVT

Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

https://www.uvt.us

[118-101-1002] Hoodman Drone Launch Pad 3ft If there's one brand that resonates with drone pilots, it's Hoodman. This Hoodman drone launch pad is their 3-foot diameter landing pad designed to keep your small drone safe during takeoff and landing. This is the recommended landing pad for drones such as the DJI Mavic Air 2, Phantom 4 Series, or Mavic 2 Series.	3.000 Units	69.99	5.00	\$ 199.47
[115-101-1046] Go Professional Cases DJI Smart Controller Lanyard Bracket	3.000 Units	29.95	5.00	\$ 85.36
[CON-SD-102] SanDisk Extreme PRO microSDXC UHS-I Memory Card (64GB)	6.000 Units	20.99	5.00	\$ 119.64
[115-999-1002] Go Professional Cases microSD Card Holder	3.000 Units	7.95	5.00	\$ 22.66
[100-130-1001] UVT ProCare Lens Cleaning Pen	3.000 Units	14.95	100.00	\$ 0.00
				Subtotal \$ 19,864.13

UVT ProLine Services

[SRV-PL-101] UVT ProLine Pre-Flight Service Our ProLine Pre-Flight Service ensures you receive a turnkey system on day one. This service includes the activation of the hardware and any included service plans (ex. DJI Care Enterprise) and the updating and testing of all critical flight components. All ProLine services are performed in-house by our factory-trained technicians.	3.000 Units	499.00	100.00	\$ 0.00
[SRV-PLS-103] UVT ProLine Support Premium UVT ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.	1.000 Units	1,999.00	100.00	\$ 0.00

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

Thank you for choosing
UVT!



UVT

Unmanned Vehicle Technologies

Tel: +1 844-595-8010

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<https://www.uvt.us>

[SRV-109] TIPS Contract - 210101	1.000	0.00	0.00	\$ 0.00
	Units			

Subtotal \$ 0.00

Total	\$ 19,864.13
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The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions available online at www.uvt.us/terms. Thank you for choosing UVT!

Payment terms: Net 30



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Agenda Item:

Authorize payment to Quantum Towing of \$750.00 for an evidentiary tow for the Sheriff's Office in which no purchase order was issued as required per the County Purchasing Policy. **SHELL/CUTLER**

Summary:

An evidentiary tow took place after hours and exceeded the \$500 purchasing limit with no purchase order in place with Quantum Towing.

Fiscal Impact:

Amount Requested: \$750

Line Item Number: 001-618-00.5362

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: No

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

New Revenue Y/N?: N/A

Comments:

Attachments

Quantum Towing Invoice #23-16387

Quantum Towing

800 Summit Dr, Kyle TX 78640
Phone: (512) 295-8697

Invoice
Invoice #23-16387

Call # 16387
Tow Reason Arrest
Dispatcher Melissa Musgrove
Driver Christopher Rodriguez
Driver TDLR# 54005
Truck UNIT 11
Truck TDLR# 0006400232020IM
Date/Time Requested 1/5/2023 @ 3:50 AM
Date/Time Completed 1/5/2023 @ 6:08 AM
Contact Fabian Wayne Groff
601 W 7TH ST, COLEMAN TX 76834

Authorized by HAYS COUNTY SHERIFF OFFICE
1307 UHLAND RD, SAN MARCOS TX 78666
Phone: (512) 393-7896
Tow From 1007-1019 I-35 Frontage Rd, Kyle, 78640, TX
Tow To 1307 UHLAND RD, SAN MARCOS TX 78666 (HAYS COUNTY SHERIFF OFFICE)

Notes Sent Chris out ended up being a 350 loaded with 700 gallons of diesel fuel . Jesus and john are out there . Was leaking but not sure if it's been contained waing f or more info. Required assistance to help with leaking diesel and was escorted due to the weight of the load.

Vehicle was taken to 1307 Uhland rd. San Marcos for evidence.

bill HCSO

Year	Make	Model	Color	VIN	Plate	Odometer
1995	Ford	E-350	-	1FBJS31G2SHB03828	55DV126 TX	-

Charge Descripon	Quanty	Price	Line Total
Arrest - Rotaon T ow	1	\$250.00	\$250.00
Incident Management Response Vehicle	2	\$250.00	\$500.00
Grand Total			\$750.00
Amount Due:			\$750.00

Quantum Towing appreciates your business; if you have any quesons r egarding this invoice, please contact us at (512) 295-8697

Signature: _____

View photos for this tow online at [hp _s://app.towbook.com/PublicAccess/Invoice2.aspx?id=143660042&sc=ef830b0757](https://app.towbook.com/PublicAccess/Invoice2.aspx?id=143660042&sc=ef830b0757)

TDLR# 006400232C **VSF#** Buda VSF# 0657886 Kyle VSF# 0658080 Lockhart VSF# 0658060 San Marcos VSF# 0655704 Luling VSF# 0656698

You may direct all complaints to Texas Department of Licensing & Regulaon a t P.O. Box 12157, Ausn TX 78711 or c all 800-803-9202 or through the website hp://w ww.tdlr.texas.gov or email to intake@tdlr.texas.gov.



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize payment to Enterprise Fleet Management of \$11,946.50 for settlement charges related to a totaled lease vehicle in the Sheriff's Office and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

Last year, a 2020 Dodge Durango was involved in a fleet accident. Repair costs started at \$18,965 and were subject to increase, making repair expenses worth more than the vehicle and deemed totaled. A lease settlement with Enterprise is valued at \$11,946.50 and the vehicle was replaced with a new leased vehicle.

Fiscal Impact:

Amount Requested: \$11,946.50

Line Item Number: 001-618-00.5476

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$11,947 - Increase Vehicle Lease Settlement Loss Fees 001-618-00.5476

(\$11,947) - Decrease Vehicle Lease 001-618-00.5475

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item:

Amend the County Judge's operating budget to reimburse the travel expenses in the amount of \$593.16 for in-person evaluation of the conditions of detention centers for outsourced inmates. **BECERRA**

Summary:

Fiscal Impact:

Amount Requested: \$593.16

Line Item Number: 001-600-00.5501

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential Funding Source - County Wide Contingencies

\$594 - Increase County Judge's Office Travel Expense 001-600-00.5501

(\$594) - Decrease (TBD) County Wide Contingencies

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jenifer O'Kane, Tax Assessor

Sponsor:

Commissioner Shell

Agenda Item

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

Summary

See attachment.

Attachments

Transcript



TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 3/1/2022 - 2/28/2023

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

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

Date	Description	Earned Hours
03/01/2022	Excess hours carried from 2022	10.00
05/13/2022	PTEC 28 - Truth in Taxation	18.00
06/16/2022	88th Annual Tax Assessor-Collectors Association Conference	16.00
12/01/2022	2022 VG Young School for Tax Assessor-Collectors	11.00
Total Hours for Year:		55.00

You have met your education requirements for the period 03/01/2022 - 02/28/2023.

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

Texas Property Tax Code § 6.231

(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.

(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jenifer O'Kane Tax Assessor Collector

Sponsor:

Commissioner Shell

Agenda Item:

Approve payment of \$375.00 to Waldrip Insurance Agency for the annual Tax Assessor Collector fidelity bond where no purchase order was issued as required per the County Purchasing Policy. **SHELL/O'KANE**

Summary:

Fiscal Impact:

Amount Requested: \$375.00

Line Item Number: 001-619-00.5302

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: This additional invoice places bond over \$500, requiring a purchase order.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Invoice

WALDRIP INSURANCE AGENCY,**INVOICE**

P.O. BOX 805
116 N. LBJ
SAN MARCOS, TX 78667-0805

Entered by: 125
Entered on: 11/21/2022
Producer: 100

JENIFER O'KANE
712 S. STAGECOACH TRAIL
San Marcos, TX 78666

Customer	Date	Invoice#
102799	12/31/2022	050539
Policy Number	Policy Effective	Policy Expiration
601147135	12/31/2022	12/31/2023

Please detach and return with remittance

Amount Remitted \$ _____

Company	Classification	Transaction	Description	Premium	Credit
LIBERTY MUTUAL INS	FIDELITY BOND	RENEWAL		375.00	
PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY				Please Pay This Amount	375.00



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Anita Collins, Community Liaison

Sponsor:

Judge Becerra

Agenda Item:

Authorize expenditures of up to \$1,500.00 for a public Easter Egg Hunt Event to be held on the Courthouse Grounds on April 2, 2023 and amend the budget accordingly. **BECERRA**

Summary:

On April 7, 2023 Hays County will host the 3rd Annual Easter Egg Hunt on the Historic Courthouse Grounds. Funding will be utilized for the following:

Plastic Easter Eggs
Candy Fillers
Decor
Easter Bunny

Fiscal Impact:

Amount Requested: \$1,500

Line Item Number: TBD

Budget Office:

Source of Funds: Tobacco Settlement Fund

Budget Amendment Required Y/N?: Yes

Comments: Possible Funding Source Tobacco Settlement Fund

\$1,500 - Increase General Supplies 121-752-00.5201

(\$1,500) - Decrease Contract Services 121-752-00.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Lisa Day

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Juvenile Probation Department to purchase vehicle equipment valued at \$5,023.91 from Dana Safety Supply, Inc. for the 2018 Dodge Caravan leased vehicle and amend the budget accordingly. **BECERRA/DAY**

Summary:

The Juvenile Probation Department would like to install a transport package in the 2018 Dodge Caravan that is currently part of their leased fleet. This equipment is needed for the safe transport of juveniles.

Fiscal Impact:

Amount Requested: \$5,023.91

Line Item Number: 001-686-00.5713_700

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$5,024 - Increase Vehicles_Capital 001-686-00.5713_700

(\$5,024) - Decrease Vehicle Maint. & Repair 001-686-00.5413

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, The Interlocal Purchasing System Contract 210102

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

New Revenue Y/N?: N/A

Comments:

Attachments

Dana Safety Supply Quote

Sales Quote

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

Telephone: 800-845-0405

Sales Quote No.	438893-C
Customer No.	HAYSCOSO

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

Ship To
DANA SAFETY SUPPLY 900 E. OLD SETTLERS BLVD. ROUND ROCK, TX

Contact: CAPT. DAVID BURNS
Telephone: 512-393-2823
E-mail: yvette.faulkner@co.hays.tx.us

Contact: SCOTT BEAL
Telephone: 682-888-4235
E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
04/26/22	GROUND SHIPMENT			QUOTED FREIGHT		NET 30	
Entered By			Salesperson		Ordered By		Resale Number
Scott Beal			SCOTT BEAL ROUND ROCK		JUAN MARTINEZ		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO TIPS USA CONTRACT #210102 Warehouse: RROC Vin #:			0.0000	0.00
1	1	N	INFO HAYS COUNTY JUVENILE: 2018 DODGE CARAVAN Warehouse: RROC Vin #:			0.0000	0.00
1	1	Y	PK0318CAR08 SMC #5VS Fold-Down Window Coated Polycarbonate Warehouse: RROC Vin #: MSRP: \$1,039.00 2: 180 IK: 50			831.2000	831.20
1	1	Y	MISC CUCA: WINDOW ARMOR SET - 2018 CARAVAN DUAL SLIDE Warehouse: RROC Vin #: MSRP: OPEN MARKET ITEM. CUSTOM WINDOW ARMOR KIT - NO MSRP AVAILABLE 25: 2250 IK: 200 ***** INOP SILDER DOORS ***** ***** EXTENRAL ACCESS ONLY ALLOWED***			1,233.3300	1,233.33
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC Vin #: MSRP: \$275.00			254.3800	254.38

Print Date	01/26/23
Print Time	03:56:01 PM
Page No.	1

Printed By: Scott Beal

Continued on Next Page

Sales Quote

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

Telephone: 800-845-0405

Sales Quote No.	438893-C
Customer No.	HAYSCOSO

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

Ship To
DANA SAFETY SUPPLY 900 E. OLD SETTLERS BLVD. ROUND ROCK, TX

Contact: CAPT. DAVID BURNS
Telephone: 512-393-2823
E-mail: yvette.faulkner@co.hays.tx.us

Contact: SCOTT BEAL
Telephone: 682-888-4235
E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
04/26/22	GROUND SHIPMENT		QUOTED FREIGHT		NET 30	
Entered By			Salesperson	Ordered By	Resale Number	
Scott Beal			SCOTT BEAL ROUND ROCK	JUAN MARTINEZ		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
23	23	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC Vin #: ***** INOP SLIDER DOORS ***** ***** EXTENRAL ACCESS ONLY ALLOWED***** Approved By: _____ <div><input type="checkbox"/> Approve All Items & Quantities</div> Quote Good for 30 Days		85.0000	1,955.00

Print Date	01/26/23
Print Time	03:56:01 PM
Page No.	2

Printed By: Scott Beal

Subtotal	4,273.91
Freight	750.00
Order Total	5,023.91



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Ron Hood

Sponsor:

Agenda Item:

Authorize payment to Applied Concepts, Inc. for repairs to a LIDAR Radar System in the amount of \$527.50 for the Hays County Constable Pct. 4 Office, in which a purchase order was not obtained per County policy and amend the budget accordingly. **SMITH/SHELL/HOOD**

Summary:

Hays Co. Constable, Pct. 4 LIDAR Radar unit required repairs and recalibration.

Attached: Applied Concept Invoice #414264

Fiscal Impact:

Amount Requested: \$527.50

Line Item Number: 001-638-00.5411

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$228 - Increase Equipment Maintenance & Repair 001-638-00.5411

(\$228) - Decrease Uniforms 001-638-00.5474

Auditor's Office:

Purchasing Guidelines Followed Y/N?: No

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Applied Concepts Invoice

APPLIED CONCEPTS, INC.

STALKER RADAR

Inv Date: 08 FEB 2023

Page 1 of 1

P/O #:

Send Payment to:

P.O. Box 972943

Dallas, TX 75397-2943

Physical Address:

855 E. Collins Blvd

Richardson, TX 75081

INVOICE

414264

Due Date: 10 MAR 2023

B 024085
I Hays County Auditor
L 712 S Stagecoach Trl Ste 1071
L San Marcos, TX 78666-6247
ATTN: Cst Ron Hood

S Hays CO Constable Pct 4
H 195 Roger Hanks Pkwy Ste 3
I Dripping Springs, TX 78620-5340
P ATTN: Cst Ron Hood

T
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Ship Date	Ship Via	Terms	Type	F.O.B.	SLS	Sales Order
02/08/23	FedEx Ground	Net 30 days	Repairs	Ship	41	rgm170525
Ordered	Shipped	Part Number / Description			Price	Extended Amount
1	1	035-0356-00 BOX, KRAFT 250 LBS, 14 X 10 X 8			0.00	\$0.00
1	1	035-0387-00 RLR FOAM			0.00	0.00
3	3	035-0355-03 SHIPPING FOAM, UNIVERSAL, 14 X 10 X 1			0.00	0.00
1	1	RGM 170525-1: 200-0933-00 [OBSOLETE: Use 200-1541-00] STALKER LIDAR XS serial # 3498				
		Parts and labor:				
	1	Parts				
	0	Labor			85.00	0.00
	1	Repair charges			495.00	495.00
Sub total RGM170525-1						\$495.00
Total Repair						\$495.00
Shipping Charges						\$32.50
Total Amount Due USD						\$527.50
Received In The Office						
FEB 14 REC'D						
Hays County Auditor						

Received In The Office
FEB 14 REC'D
Hays County Auditor

For Questions Acctng : 972-398-3750/ar@a-concepts.com

Call or Email - Sales : 972-398-3780

Cust Svc : 877-782-5537

We accept MC/Visa/AMEX/Discover

Thank you for your business!

1-800-STALKER / fax # 972-398-3751

TIN# 75-1544925



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of an MOU with the Department of State Health Services related to the Texas Syndromic Surveillance (TxS2) system. **INGALSBE/T.CRUMLEY**

Summary

The Texas Department of State Health Services (DSHS) is requesting an updated MOU allowing DSHS to operate Texas Syndromic Surveillance, the statewide syndromic surveillance system. This will allow both the Local Health Department and DSHS to access the TxS2 system to support public health surveillance and analyze data regarding signs and symptoms of disease in a population. This MOU was originally established in 2020 and now contains clarifying language about how the data from this system is used and shared. This MOU is not tied to any funding source.

Attachments

MOU

Vendor Information



Department of State Health Services
Attn: Procurement & Contracting
Services, Vendor Coordinator
 E-mail: [PCS CST HHSC@hhsc.state.tx.us](mailto:PCS_CST_HHSC@hhsc.state.tx.us)

VENDOR INFORMATION NEW _____ or Update Information X_	
1a. Legal name of Other Party (OP) as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as "Contractor" or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney. Hays County	
1b. OP Address (Include Street and Mailing Addresses, City, County, State and 9 digit Zip Code): 712 S. Stagecoach Trail San Marcos, TX 78666	
1c. PAYEE Name and Mailing Address and 9 digit Zip Code (as it should appear on financial instruments and remittances): Hays County Treasurer 712 S. Stagecoach Trail, Ste 1094 San Marcos, TX 78666	
1d. Federal Employer Identification No. [FEIN] (9 digit), name and Social Security Number (SSN), if individual, or State of Texas Comptroller Vendor Identification No. (14 digit). 74-6002241 NOTE: Use of SSN may result in it becoming part of documents that are subject to the Public Information Act. DSHS will not redact SSN when releasing information to the public.	
1e. Mail code , if known (3 digits):	
1f. DUNS Number (9 digits - required for subrecipient contractors): 097-494-884 For instructions to obtain a DUNS refer to FFATA Guidance at http://www.dshs.state.tx.us/grants/gen-prov.shtm	
2. TYPE OF ENTITY (enter appropriate letter in box): A Is your entity certified as a HUB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> A. City or County (Governmental Entity) B. State Agency C. State Institution of Higher Learning D. Other Political Subdivision </div> <div style="width: 50%;"> E. Texas Non-profit Corporation * F. Texas For Profit Corporation* G. Professional Association* H. Regular Association </div> <div style="width: 50%;"> I. Sole Proprietor J. Individual K. Partnership** L. Limited Partnership** </div> <div style="width: 50%;"> M. Out-of-State Corp N. Other *** </div> </div> *Please provide 10-digit charter or file number assigned by the Secretary of State: _____ ** Please provide the name and SSN or FEIN of each partner. _____ ***If "Other", specify. _____	
3a. Legal name of person or entity authorized to contract with Department of State Health Services. Hays County	
3b. Typed Name & Title of Person Authorized to Sign Contracts : Ruben Becerra, County Judge	3b. Telephone 512 393 2205
3c. Typed Name & Title of Contact Person (Contract Documents and Correspondence) Simone Corprew, Grant Writer	3c. Telephone 512 749 1161
3d. Contact Person's E-mail Address Simone.corprew@co.hays.tx.us	
4a. Signature of person <i>Authorized to Sign Contracts</i> :	4b. Date



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve Utility Permits. **INGALSBE/BORCHERDING**

Summary

TRN-2023-5929-UTL	Maverick Underground to cut approx. 31' of pavement to connect to water main for 8" C900 DR14 service line. Road shall be backfilled and repaired to Hays County specs.
-------------------	---

Attachments

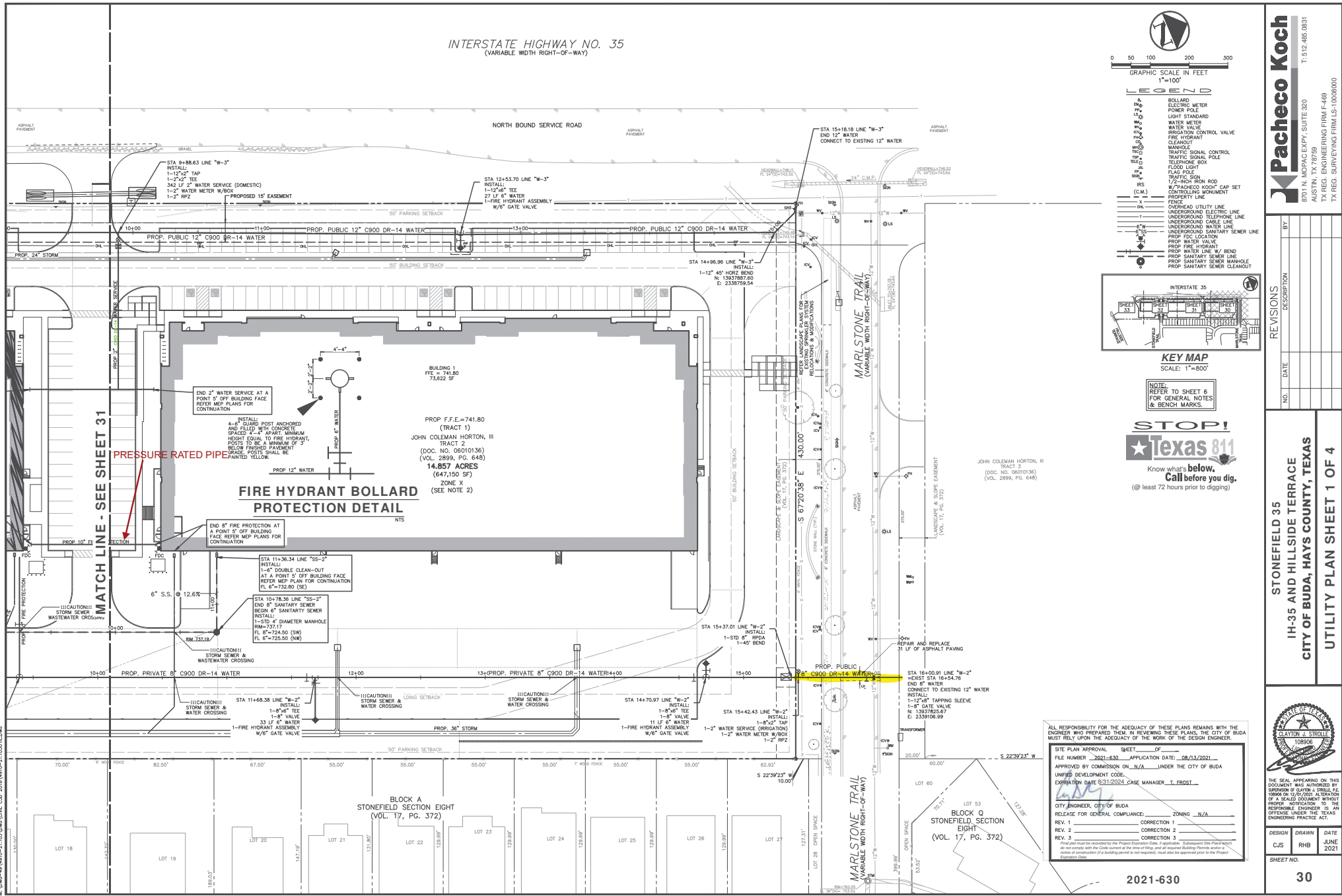
Site Plan

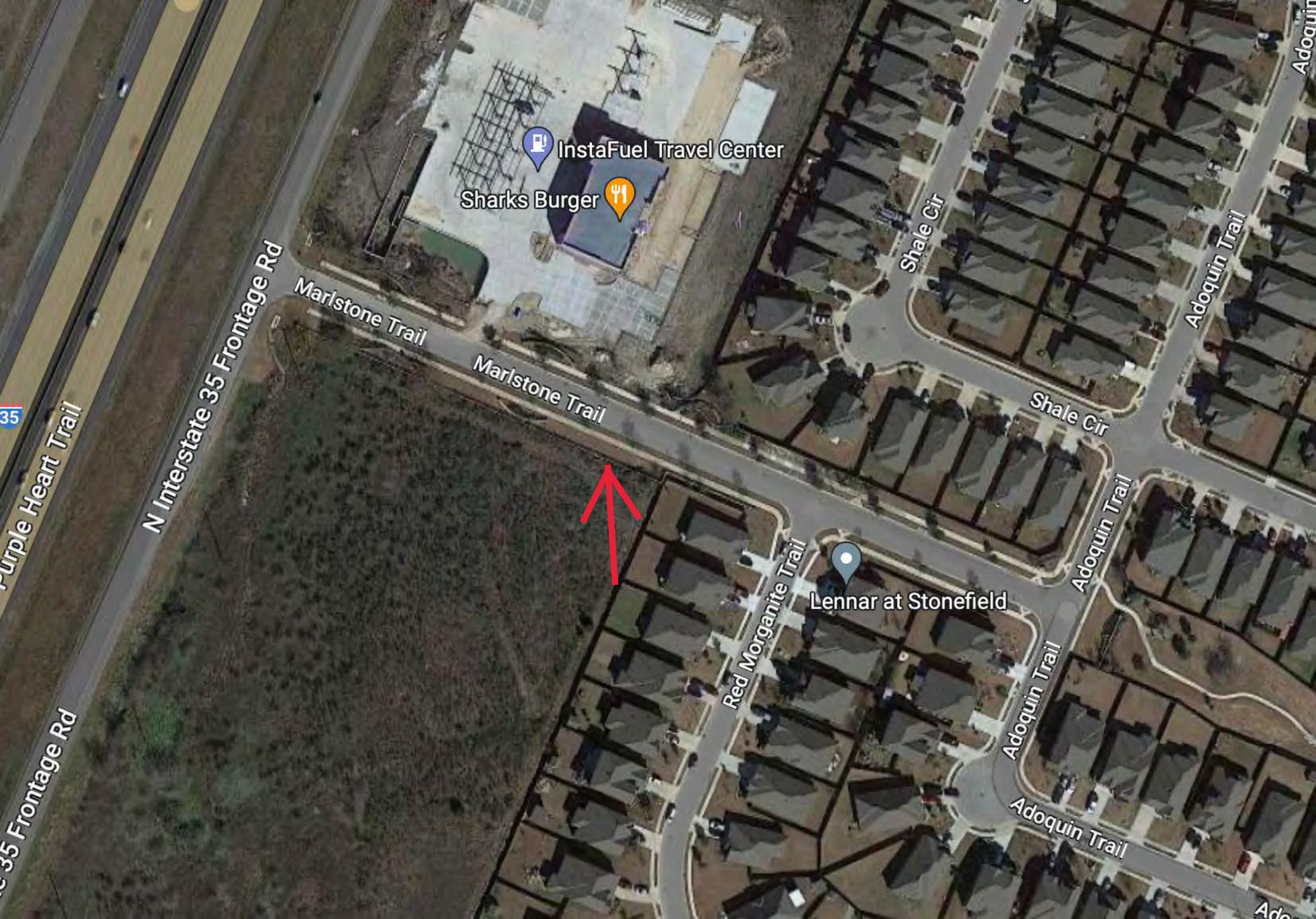
Location Map

Permit

C:\MSW\DWG\2024\4-36-PM

6/23/2024 4:36 PM
M:\CADD\2024\4-36-PM\4-36-PM.dwg





Purple Heart Trail
N Interstate 35 Frontage Rd

N Interstate 35 Frontage Rd

Marlstone Trail

Marlstone Trail

InstaFuel Travel Center
Sharks Burger

Red Morganite Trail

Lennar at Stonefield

Shale Cir

Shale Cir

Adoquin Trail

Adoquin Trail

Adoquin Trail

Adoquin Trail

Adoquin Trail



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 2/28/2023 .

Utility Company Information:

Name: Maverick Underground , Inc
Address: 11322 Sir Winston Suite A San Antonio TX
Phone: 2108753479
Contact Name: Omar Fernandez

Engineer / Contractor Information:

Name: R.C. Page Construction
Address: 100 NE Loop 410, Suite 1010 San Antonio TX 78216
Phone: 2108676771
Contact Name: Greg Crawford

Hays County Information:

Utility Permit Number: TRN-2023-5929-UTL
Type of Utility Service: Water Line
Project Description:
Road Name(s): Marlstone Trail , , , , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "Mark B. [illegible]".

Engineering Technician

02/22/2023

Signature

Title

Date



AGENDA ITEM REQUEST FORM: **G. 24.**

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve the appointment of Commissioner Michelle Cohen to the CARTS Board of Directors. **BECERRA**

Summary



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Villarreal-Alonzo

Agenda Item

Accept the delivery of the Internal Examination reports for Fiscal Year 2022 Hays County Sheriff's Office Federal Discretionary Account, Fiscal Year 2021 Hays County Sheriff Chapter 59 Asset Forfeiture Account, and Fiscal Year 2022 Hays County Constable Precinct 2 Chapter 59 Asset Forfeiture Account. **VILLARREAL-ALONZO**

Summary

Internal Examination Reports for the Sheriff and Constable Precinct 2 Offices are attached.

Attachments

Sheriff FY 21 - Chapter 59 Asset Forfeiture Account
Constable 2 - Chapter 59 Asset Forfeiture Account
Sheriff FY22 Federal Discretionary Report



OFFICE OF THE COUNTY AUDITOR

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

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Stephanie Hunt
Assistant County Auditor
stephanie.hunt@co.hays.tx.us

September 12, 2022

The Honorable Gary Cutler
Hays County Sheriff
1307 Old Uhland Road
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of Hays County Sheriff's Drug Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report for the period of October 1, 2020, to September 30, 2021. The internal examination consisted of reviewing seizures, deposits, disbursements, and other supporting documentation.

Based on the audit of Hays County Sheriff Office's records, the Auditor's Office proposed adjustments to Hays County Sheriff Office's records prior to issuance of the Chapter 59 Asset Forfeiture Report to ensure compliance with Texas Code of Criminal Procedure Chapter 59.

Based on the internal examination, except for the findings described below, seizures, receipts, and disbursements appear to be adequately accounted for in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

#1 Sworn statements submitted by peace officers had incorrect information and a missing schedule.

Article 59.03 of Texas Code of Criminal Procedure requires peace officers that seize property to submit a sworn statement that contains a schedule of property seized to the

attorney representing the state. The Hays County Internal Auditor observed case #20-2366 was missing the schedule of seized property "Schedule A" from the peace officer, and the VIN numbers on the vehicles seized below did not agree to those included in the sworn statements submitted to the attorney representing the state:

CASE #	VIN PER OBSERVATION	VIN PER SWORN STATEMENTS
21-1733	1GCFG25W211142098	1GCFG24W211142098
21-2043	1GNFK16Z43J188138	1GNFX16Z433188138
21-2073	1GNFK16Z93R237240	1GFX16Z93R237240

Recommendation:

The Auditor's Office recommends the Hays County Sheriff's Office implement internal controls that give reasonable assurance that sworn statements from peace officers include a schedule of seized property and all information included is correct prior to submitting sworn statements to the attorney representing the state. Such internal controls will help ensure the Hays County Sheriff's Office is compliant with Article 59.03 of Texas Code of Criminal Procedure.

Management Response:

The Sheriff's Office recognizes that sworn statements submitted by peace officers contained clerical errors. Supervisory oversight has been implemented to address these errors.

#2 Fiscal Year 2021 forfeitures were incorrectly reported in the schedule of forfeitures provided to the Auditor's Office by the Hays County Sheriff Office.

The Hays County Sheriff's Office did not correctly track forfeitures as required by the Texas Attorney General reporting requirements. The Texas Attorney General Chapter 59 Asset Forfeiture Report submitted to the Auditor's Office from the Hays County Sheriff's Office contained the following errors:

- Case 21-2181, \$3,655 US Currency was not reported and missing from the Hays County Sheriff Office Seizure/Forfeiture Listing. (report section I. Seized Funds, B2)
- Case 20-0148 (\$418) and 20-2366 (\$900) vehicles were put into use and the Hays County Sheriff's Office did not report the Hays County District Attorney's portion of interest from each case. (report section II. Forfeited Funds & Other Court Awards, H)
- Case 20-0148 vehicle (2006 Grey Audi A6) was disposed and forfeited to Guadalupe County in October 2020 and was not reported. (report section III. Other Property)

These omissions resulted in the Auditor's Office proposing adjustments to the Sheriff's Office Chapter 59 Asset Forfeiture Report.

Recommendation:

The Auditor's Office recommends the Hays County Sheriff's Office implement internal controls that give reasonable assurance that the Hays County Sheriff Office's forfeitures

are accurately maintained and reported. Such internal controls will help ensure the Hays County Sheriff's Office adhere to reporting requirements of the Texas Attorney General Chapter 59 Asset Forfeiture Report by law enforcement agency.

Management Response:

During the audit process of the FY 2021 Chapter 59 reporting period, the Sheriff's Office reviewed its agency's Chapter 59 reporting requirements and has implemented new procedures on the Chapter 59 asset forfeiture process along with standard operating procedures for future reference.

#3 The Hays County Sheriff's Office reclassified an expenditure after the original Fiscal Year 2021 Chapter 59 Asset Forfeiture Report was submitted to the Texas Attorney General.

An expenditure in the amount of \$498 to BJ Tees was reclassified from the special project fund to the Sheriff's Drug Forfeiture fund (Chapter 59) after the Chapter 59 Asset Forfeiture Report was submitted to the Texas Attorney General.

Recommendation:

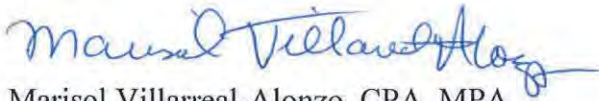
The Auditor's Office recommends the Hays County Sheriff's Office develop internal controls and review procedures for all expenditures to ensure they are reported in the proper period. Implementing internal controls and review procedures will help ensure the Hays County Sheriff's Office reports all expenditures to the Texas Attorney General in the correct Fiscal Year.

Management Response:

The Sheriff's Office recognizes that the reclassification of an invoice was completed after the submission of the Chapter 59 report. Internal controls for such circumstances are implemented to ensure the accuracy of records.

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

mva/jv



KEN PAXTON

ATTORNEY GENERAL of TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2021	Agency Name: Hays County Sheriff's Dept.
Agency Mailing Street: 1307 Uhland Road	City: San Marcos
ZIP: 78666	State: TX
County: Hays	Phone Number: (512) 393-7808
Agency Fiscal Beginning Month: October	Agency Fiscal Ending Month: September

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained
in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$36,500.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$36,500.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$152,937.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$48,903.00

C) Interest Earned on Forfeited
Funds During Reporting Period: \$75.00

D) Amount Awarded Pursuant
to 59.022: \$0.00

E) Amount Awarded Pursuant
to 59.023: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$562.00

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): (\$1,318.00)

Description:

Case # 20-0148 and 20-2366 vehicles put into use and amount deducted from S.O.

I) Total Expenditures of
Forfeited Funds During
Reporting Period. This field will
be auto-calculated once
section VI has been completed
and you save or switch
sections.: \$51,033.00

J) Ending Balance - This field
will be auto-calculated when
you SAVE or switch sections.: \$150,126.00

I) Total Expenditure from
Mailed Form:

J) Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

1) Seized: 7
2) Forfeited to Agency: 1
3) Returned to Defendants/Respondents: 1
4) Put into use by Agency: 1

B) Real Property (Count each parcel seized as one item)

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

1) Seized: 0
2) Forfeited to Agency: 0
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

1) Seized: 3
2) Forfeited to Agency: 1
3) Returned to Defendants/Respondents: 0
4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 1

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely
From Forfeited Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by
Governing Body: \$0.00

2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$10,005.00

3) Firearms, Protective Body
Armor, Personal Equipment: \$4,785.00

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

7) Uniforms: \$413.00

8) K9 Related Costs: \$966.00

9) Other (Must provide detail in
box below): \$25,710.00

Description:

Generic Investigative Costs, Computer related data processing supplies, Emergency Lights for LE vehicles, Drones and accessories.

10) TOTAL EQUIPMENT
PURCHASED WITH \$41,879.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$74.00

2) Mobile Phone and Data
Account Fees: \$0.00

3) Internet: \$0.00

4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$74.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$8,275.00

3) Other (Must provide detail in
box below):

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 \$8,275.00
FUNDS:

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$805.00

Description:

HCSO-1961688 Subscription & Investigative research subscriptions.

- 5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$805.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):
- 5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00

(d-3(6)), (h), (j), (n), (o), (d-2),
(r)) - This field will be
auto-calculated when you
SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including
travel and security): \$0.00
- 5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds
- This will be auto-calculated \$0.00

when you SAVE or switch
sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement \$0.00
pursuant to 59.06 (c):

2) Total paid to State Treasury
due to participating in task \$0.00
force not established in
accordance with 59.06 (q)(1):

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and \$0.00
Human Services Commission
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN \$0.00
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$51,033.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Marisol
Villarreal-Alonzo

Title: Hays County
Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2021

Typed Name of Head of
Agency:: Gary Cutler

Title: Sheriff

Date: 11/30/2021

Comments:



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste.1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA

512-393-2283

County Auditor

Fax: 512-393-2248

marisol.alonzo@co.hays.tx.us

www.hayscountytexas.com

Stephanie Hunt

First Assistant County Auditor

stephanie.hunt@co.hays.tx.us

November 23, 2022

Honorable Michael Torres
Hays County Constable Precinct 2
5458 FM 2770
Kyle, TX 78640

Dear Constable Torres:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination on the records of the Hays County Constable Precinct 2 Drug Forfeiture Fund and the attached annual Chapter 59 Asset Forfeiture Report for the period of October 1, 2021 to September 30, 2022. The internal examination consisted of reviewing disbursements, receipts, deposits, and other supporting documentation.

Based on the internal examination, receipts and disbursements appear to be adequately accounted for and related records and supporting documentation appear to be accurately maintained in accordance with statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

We appreciate the cooperation and assistance provided to the Auditor's Office during the examination.

Sincerely,

A handwritten signature in blue ink that reads "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
mva/lap



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2022

Agency Name: [Hays County](#)
[Constable Precinct](#)
[2](#)

Agency Mailing Street:

City: Kyle

P.O. Box 728

ZIP: 78640

State: TX

County: Hays

Phone Number: (512) 878-6690

Agency Fiscal Beginning
Month: October

Agency Fiscal Ending Month: September

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained
in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$355.60

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited
Funds During Reporting Period: \$0.00

D) Amount Awarded Pursuant
to 59.022: \$0.00

E) Amount Awarded Pursuant
to 59.023: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$0.00

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): \$0.00

Description:

I) Total Expenditures of
Forfeited Funds During
Reporting Period. This field will
be auto-calculated once
section VI has been completed
and you save or switch
sections.: \$0.00

J) Ending Balance - This field
will be auto-calculated when
you SAVE or switch sections.: \$355.60

I) Total Expenditure from
Mailed Form:

J) Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

- 1) Increase of Salary, Expense
or Allowance for Employees (Salary Supplements): \$0.00
- 2) Salary Budgeted Solely
From Forfeited Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0
- 4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Salaries from Mailed
Form:

B) Overtime

- 1) For Employees Budgeted by
Governing Body: \$0.00
- 2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0
- 4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Overtime from Mailed
Form:

C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00

7) Uniforms: \$0.00
8) K9 Related Costs: \$0.00
9) Other (Must provide detail in
box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$0.00
2) Mobile Phone and Data
Account Fees: \$0.00
3) Internet: \$0.00
4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$0.00
b) Meals & Lodging: \$0.00
c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):

5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2),

(r)) - This field will be
auto-calculated when you
SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including
travel and security): \$0.00
- 5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds

\$0.00

- This will be auto-calculated
when you SAVE or switch
sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement \$0.00
pursuant to 59.06 (c):

2) Total paid to State Treasury
due to participating in task \$0.00
force not established in
accordance with 59.06 (q)(1):

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and \$0.00
Human Services Commission
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN \$0.00
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Marisol
Villarreal-Alonzo

Title: Hays County
Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2022

Typed Name of Head of Agency: Michael Torres

Title: Constable

Date: 11/28/2022

Comments:



OFFICE OF THE COUNTY AUDITOR

712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA
Hays County Auditor
marisol.alonzo@co.hays.tx.us

512-393-2283
Fax: 512-393-2248
www.hayscountytexas.com

Stephanie Hunt
First Assistant County Auditor
stephanie.hunt@co.hays.tx.us

November 10, 2022

The Honorable Gary Cutler
Hays County Sheriff
810 S. Stagecoach Trail
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Sheriff's Office Federal Discretionary Account for the period of October 1, 2021 to September 30, 2022. The internal examination consisted of reviewing forfeitures, deposits, disbursements, and other supporting documentation.

Based on the internal examination, receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 115.002 of the Texas Local Government Code.

We appreciate the cooperation and assistance provided to the Auditor's Office during the examination.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

lap



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 ¹	Treasury Funds ²
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

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department 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:** Pitman, Janet**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: Submitted Electronically

Date: 11/28/2022

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: Submitted Electronically

Date: 11/22/2022

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.

Submitted Electronically on 11/28/2022



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jeff McGill

Sponsor:

Judge Becerra

Agenda Item

Authorize the County Judge to execute a Contract Amendment between Hays County and SHI Governmental Solutions pursuant to our Microsoft Enterprise Enrollment Agreement (49746921) to add the County Judge as the official signatory on all contracts. **BECERRA/MCGILL**

Summary

On January 17, 2023, the Commissioners Court approved the renewal of the Microsoft Enterprise Enrollment Agreement and the Judge signed the paperwork provided by SHI Governmental Solutions. The Purchasing Division sent the partially executed documents to SHI Governmental Solutions to have the documents fully executed, and the legal team provided a response that a Contract Amendment needs to be signed instead adding the Judge as the official signatory on all the contracts.

Attachments

Contract Amendment

Amendment to Contract Documents

Enrollment Number

49746921

020623-amdevi-
HCADS

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Amendment ID CTM

Notwithstanding anything to the contrary, Microsoft agrees to add an additional signature to Enrollment (49746921), for Hays County, as the customer requires the Counties "Judge" to be an official signatory on all contracts. The addition of the "Judge's" signature does not invalidate the current fixed and final agreement.

The addition of a Judge's Signature (noted below), confirms Microsoft supports the Counties process but does not invalidate the original agreement.

Judge Signature

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Hays County CTM .docx	CTM	CTM-PSC	BD
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Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve the upgrades to areas C, D, and Main Jail Visitation Areas in the Hays County Jail with Cornerstone Detention Products, Inc. pursuant to the GSA Contract GA-07F-269AA, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items. **INGALSBE/CUTLER**

Summary:

The Hays County Sheriff's Department was approved in their Fiscal Year 2023 budget to upgrade areas C, D, and the Main Jail Visitation Area. All equipment and install services will be procured through Cornerstone Detention Products' GSA contract GA-07F-269AA. Each quote contains open market items that were not awarded under the GSA contract, i.e. travel, mileage, lodging, and per diem.

The Hays County Sheriff's Office is requesting a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items to allow Cornerstone Detention Products to install the additional items that will be compatible with the current system being utilized in the jail.

Fiscal Impact:

Amount Requested: \$158,754.52

Line Item Number: 006-852-94-200.5611_700

Budget Office:

Source of Funds: Voter Approved Public Safety Bond 2017 Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: GSA contract GA-07F-269AA, also requires a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items

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

New Revenue Y/N?: N/A

Comments:

Attachments

Cornerstone Visitation Quote

Cornerstone - Visitation Proposal



CORNERSTONE

Security Design, Inc. dba Cornerstone Detention
2511 Midpark Road
Montgomery, AL. 36109
www.cornerstoneinc.com

Sales Rep: Brian Burleson 210-326-2618
Estimate Date: 1/26/2023
Expiration Date: 2/26/2023
Quote #: BB001-01262023
RFQ #:

Customer Bill to Address: Hays County Purchasing

Name Amanda Lamkin
Street 712 S. Stagecoach Trail, Suite 1071
City, State, Zip San Marcos, TX 78666

Customer Ship to Address:

Name Hays County Sheriff's
Street 1307 Uhland Rd
City, State, Zip San Marcos, TX 78666

	ON CONTRACT- SERVICE & LABOR	SIN	SIN DESC	QTY	Per Hour/Ea Rate	TOTAL	
SDI-CD Contract # GS07F269AA ON CONTRACT- SERVICE & LABOR	PROGRAM MANAGER (Per Hour)	334290	Service/Labor	156	\$ 125.00	\$ 19,500.00	
	PROJECT Manager (Per Hour)	334290	Service/Labor	80	\$ 125.00	\$ 10,000.00	
	SEC TECH (Per Hour)	334290	Service/Labor	175.42	\$ 95.00	\$ 16,664.90	
	SEC TECH SUPERVISOR (Per Hour)	334290	Service/Labor	80.5	\$ 115.00	\$ 9,257.50	
	PROJECT ENGINEER (Per Hour)	334290	Service/Labor	48	\$ 125.00	\$ 6,000.00	
	COMPUTER-AIDED DESIGN & DRAFTING (CADD)(Per Hour)	334290	Service/Labor		\$ 95.00	\$ -	
SDI-CD Contract # GS07F269AA ON CONTRACT-MATERIAL	6200 DPS Airteq	334290	Material	8	\$ 181.76	\$ 1,454.08	
	Motor Lock 9424	334290		15	\$ 1,188.11	\$ 17,821.65	
	90413 Institutional Mortise Lock 9000	334290		4	\$ 1,037.48	\$ 4,149.92	
	Mogul Cylinder	334290		34	\$ 226.00	\$ 7,684.00	
		334290				\$ -	\$ 92,532.05 TOTAL FOR SIN 334290
	NEW					\$ -	
	NEW					\$ -	
	NEW					\$ -	
	NEW					\$ -	
	NEW					\$ -	
	NEW					\$ -	
	NEW					\$ -	\$ - TOTAL FOR SIN NEW
Total						\$ 92,532.05	
Pelco Contract # GS-07F-9323S						\$ -	
						\$ -	
						\$ -	
						\$ -	
Vicon Contract 47QSWA19 D006F						\$ -	
						\$ -	
						\$ -	
						\$ -	
Bosch Contract GS-07F-206CA						\$ -	
						\$ -	
						\$ -	
						\$ -	
Total						\$ -	
Total Contract Value to base OLM 33.33 % off of.						Total \$ 92,532.05	
OLM-Including IFF FEE Contract # GS-07F269AA	DHM Borrowd Lite Frame with Paper Pass Slot	84500	OLM	2	\$ 4,667.00	\$ 9,334.00	
	Detention Security Glazing 66" X 58" X 1"	84500	OLM	2	\$ 4,100.00	\$ 8,200.00	
	Stainless Steel Counter Tops 2' X 6'	84500	OLM	6	\$ 1,400.00	\$ 8,400.00	
	SS 1050 Series LHRB 110V K2S	84500	OLM	2	\$ 3,232.00	\$ 6,464.00	
	SS 10120 Series RHRB 24V	84500	OLM	1	\$ 2,500.00	\$ 2,500.00	
	LCN Surface Mounted Closures	84500	OLM	5	\$ 967.00	\$ 4,835.00	
	Quam Two Way Call Button	84500	OLM	2	\$ 525.00	\$ 1,050.00	
Total OLM Value, Cannot exceed the Contract Value						\$ 40,783.00	
Open Market Items-None Contract Items	TRAVEL			120	\$ 80.00	\$ 9,600.00	
	PER DIEM-M & I -First & Last Day			2	\$ 44.25	\$ 88.50	
	PER DIEM-Meal & Incidentals (M& IE)-Everyday Except the 1st & Last Day			118	\$ 59.00	\$ 6,962.00	
	LODGING			60	\$ 98.00	\$ 5,880.00	
	MILEAGE-AIRPLANE					\$ -	
	MILEAGE-COMPANY VEHICLE			1,260.00	\$ 0.62	\$ 781.20	
	FREIGHT			1	\$ 2,127.77	\$ 2,127.77	
Total Open Market Items-Does not count towards GSA Reported Value or OLM Value. Excludes IFF Fee						\$ 25,439.47	

TOTALS



CORNERSTONE

Customer's PO Amount & Invoice Sales Breakdown

SIN #	TOTAL \$ AMOUNT FOR INDIVIDUAL SIN #
SIN 334290	\$ 92,532.05
SIN NEW	\$ -
SIN 334290	
SIN 334512	
SIN 246421	
SIN 2461000	
SIN 238910	
SIN 334290	
SIN 334290L	
SIN 334512	
SIN OLM 84500	\$ 40,783.00
Open Market Items	\$ 25,439.47
TOTAL CONTACT AMOUNT	\$ 158,754.52

Cornerstone's IFF FEE Breakdown (Amount we have to pay GSA)

SIN 334290	\$ 92,532.05
SIN NEW	\$ -
SIN OLM 84500	\$ 40,783.00
Total Contract Sale	\$ 133,315.05
IFF Payment	\$ 132,315.1871

Cornerstone's TOTAL OLM % BASED OFF CONTRACT VALUE

SIN OLM 84500	327%
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Cornerstone Detention Products, Inc.
South Central Regional Office
2391 NE Loop 410, Suite 208, San Antonio, TX 78217
Phone (256) 560-4432, Fax (210) 467-5130
www.cornerstonedetention.com/services/
Texas License No. B20329

Contact Information Sheet

Date: December 21, 2022

To: Terry Whitman

Phone: 214-693-3567

E-Mail: twhitman@ecmintl.com

From: Brian Burleson

Reference: Hays Co Visitation Upgrade Areas C & D to include Main Jail **Rev 1**

Cornerstone Detention Products, Inc. – South Central
Service and Supply



Brian Burleson

South Central Regional Sales Manager

DIRECT 256-560-4434

CELL 210-326-2618

EMAIL bburleson@cornerstoneinc.com



GSA Schedule 84 # GS-07F-269AA



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South Central Regional Office
2391 NE Loop 410, Suite 208, San Antonio, TX 78217
Phone (256) 560-4434, Fax (210) 467-5130
www.cornerstonedetention.com/services/

DATE: December 21, 2022
TO: Hays Co Sheriff's
PROJECT: Hays County Visitation Upgrades
LOCATION: 1307 Uhland Rd. San Marcos, TX 78666
ARCHITECT: NA

(Proposal summary) We Propose the Following: To complete the following detention upgrades to areas C, D and Main Jail Visitations Areas. Demo work is included for existing hardware in place for the areas identified in part 1.

Scope of Work

Part 1 - Furnish and install the work as designated below, except as specifically excluded under Part 2:

1.1 - Visitation Areas C & D

- Install Qty 2 Call buttons at C & D entry door locations.
- Install Qty 2 SFDEC 1050 series locks 110V K2S
- Install Qty 6 Narrow Jamb Locks Airteq 9400 Series K1S
- Install Qty 2 Airteq 92000 Series mortise lock set's function TBD
- Install Qty 8 Airteq 6200 surface mounted Door Position Switch
- Install Qty 6 Stainless Steel Counter Tops 12 gauge 6' x 2'
- Install Qty 2 Frames with paper pass 6' x 4'10 1/2" x 4"
- Install Qty 2 Secur Temp Poly Glass 66" x 58 1/2" x 1"
- The above areas that material will be installed includes all demo work and security electronics programming required for the above written section 1.1

Please sign and return one copy for our files.

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Brian Burleson

Accepted: _____

Firm: _____



1.2 - Main Jail Visitation:

- Install Qty 9 Narrow Jamb Locks Airteq 9400 Series K1S
- Install Qty 1 SFDEC 10120 Series K2S 24V
- Install Qty 5 LCN Surface Door Closure with DPS
- The above areas that material will be installed includes all demo work and security electronics programming required for the above written section 1.2

Part 2 - We specifically exclude the following:

- 2.1 - Labor to receive, unload, distribute, layout, and installation of materials supplied by us but designated for installation by others.
- 2.2 - Final cleaning and protection of work-in-place.
- 2.3 - All conduit, raceways, standard back boxes, handholds, innerduct, pull strings, wire, cabling, etc. not identified above.
- 2.4 - Any excavating and concrete work not identified above.

Part 3 - Clarifications:

- 3.1 - Facility to provide dedicated escorts and secure work areas to Contractor.
- 3.2 - Work hours to be 8:00AM to 5:00PM, M-F.
- 3.3 - In reference to product lead-times, please see Attachment 'A'.
- 3.4 - Lead Time Engineering Submittals 4-6 weeks
- 3.5 - Lead Time on Materials 12-14 weeks.
- 3.6 - One year warranty on all workmanship and material.
- 3.7 - Monthly progress payments for work completed.
- 3.8 - Cornerstone is not responsible for unforeseen work conditions
- 3.9 - All removed material will be turned over to Hays Co Sheriff's.
- 3.10 - We assume all existing wiring is good working condition at door locations.

Part 4 - General Notes:

- 4.1 - Cornerstone will provide its standard General Liability Insurance. (Certificate furnished upon request)
- 4.2 - We are not responsible for broken or damaged materials (except that caused by our own employees) nor for the protection of same.
- 4.3 - We will perform periodic clean-up of waste generated by our work and deposit debris into containers or dumpsters provided by others.
- 4.4 - Suitable secured dry storage space is to be provided by the Customer for our materials and protection

Please sign and return one copy for our files.

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Brian Burleson

Accepted: _____ Firm: _____



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Phone (256) 560-4434, Fax (210) 467-5130
www.cornerstonedetention.com/services/

of same.

- 4.5 - Payment & Performance Bonds are not included.
- 4.6 - Cornerstone does not include sales/use tax. If required Cornerstone will invoice separately unless customer is tax exempt (certificate required).
- 4.7 - Cornerstone does include sales/use tax. If facility is tax exempt, please provide certificate.

**Base Proposal Total – One Hundred Fifty-Eight Thousand Seven Hundred Fifty-Four Fifty-Two.
\$158,754.52**

OPTIONS

The following options are tendered, and should the Customer elect, can be included in Cornerstone's scope contingent upon Cornerstone being awarded the Base Proposal scope as identified above.

Option No. 1:

NA

Option No. 1 Total - \$TBD

Please sign and return one copy for our files.

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Brian Burleson

Accepted: _____ Firm: _____



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ATTACHMENT 'A'

Due to the globally pandemic known as COVID-19, supply chains are being disrupted at all levels. Including raw materials, parts manufacturing, subassemblies, complete product assemblies, and shipping. These disruptions are indefinitely delaying some deliveries with many more items being added to the list daily for the foreseeable future. During this timeframe, Cornerstone cannot guarantee delivery times and project schedules. Cornerstone considers this situation to be a Force Majeure event.

This proposal expressly rejects liquidated damages, back charges, and delay penalties for material deliveries, installation, and project schedules, regardless of bid documentation requirements for the same, as the potential delays relate to unavailability of, limited ability or inability to obtain, labor or materials by reason of acts of any governmental body which disrupts, slows or affects the supply or availability of labor or materials, including but not limited to those arising or resulting from the spread of, or efforts to contain the spread of, illness on a global, national, state or local level.

By acceptance of this proposal, any requirement for liquidated damages, back charges, and delay penalties are waived and considered null and void.

Please sign and return one copy for our files.

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Brian Burleson

Accepted: _____ Firm: _____

Standard Inclusions, Exclusions, Terms, & Conditions

Standard Inclusions: (As they apply to the scope of work)

1. Proper engineering documents for submittal, installation and operation and maintenance
2. Field measurements and verifications for Cornerstone's scope of work only.
3. Sales and use taxes as applicable to the project and Cornerstone's scope of work.
4. Termination of wiring for electric locks, locking devices, strikes and door position switches as controlled by our scope of work only.
5. The necessary torx-pin security screws for our materials only

Standard Exclusions: (As they apply to the scope of work)

1. Power relays for other systems (i.e. HVAC, Electrical, etc.)
2. All main electrical supply AC power, per division 16, including power to security and detention equipment
3. Temporary power and lighting for final testing of equipment
4. Fire labels on doors and frames where field installation, hardware, and/or glass prevents U.L. labeling. However, doors and frames will be manufactured to U.L. construction standards with documentation provided.
5. Security caulking and sealants not specifically included
6. Caulking not required as a part of glass installation
7. Field finish painting or touch-up of prime paint
8. Final Cleaning
9. Trash debris container and its removal
10. Anchors, screws, fasteners, etc., including security type, not directly required by our installation scope of work
11. The protection of materials furnished by our company once they have been installed in place
12. Field measurements of any kind
13. Furnishing or installing louvers of any kind
14. Furnishing or installing aluminum windows and storefronts of any kind, including hardware
15. Demolition work, patching or repairing of existing structures and removal, relocation or re-installation of any existing materials
16. Cutting or patching of concrete or masonry materials
17. Furnishing or installing any standard/commercial type access doors and frame
18. Any chain link fencing material and associated supporting materials or hardware
19. Core drilling of any kind
20. Flashing or counter flashing of any kind
21. Roll up doors, or counter shutters
22. Repairs to frames installed by others

Standard Terms & Conditions:

1. Use of this proposal in any way, including but not limited to listing Cornerstone as a subcontractor with the Owner, issuing a letter of intent, allowing Cornerstone to commence work or preparation for work, including submittals and/or drawings, will constitute acceptance by Customer of this bid proposal. Cornerstone and Customer will execute a ConsensusDocs 750 subcontract form to memorialize their agreement, supplemented and modified only as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.
2. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.
3. Cornerstone shall maintain insurance with coverage and limits only as provided by Cornerstone's existing insurance program evidenced by its certificate of insurance available request.
4. Cornerstone's Schedule of Values shall be used to determine progress payments. All sums not paid for when due shall bear interest at the rate of 1 ½ % per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including reasonable attorney fees, shall be paid by Customer. The proper venue to

resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes arising out of the subcontract.

5. Any retainage withheld from progress payments to Cornerstone shall not exceed the lesser of the retainage terms set forth in (1) the contractor's agreement with the owner, or (2) the statutes of the state in which the work is being performed.
6. Cornerstone shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the subcontract. All deliveries and work performed shall be in accordance with a mutually agreed to project schedule and subsequent mutually agreed to updates. Cornerstone shall be entitled to adjustments of time and price where occasioned by any cause of any kind and extent beyond Cornerstone's control, including but not limited to: delays caused by Customer, the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting there from; embargos, shortages of labor, raw materials production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, floods, accidents and acts of God. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Cornerstone shall be entitled to terminate the subcontract. Cornerstone change proposals must be processed in not more than 30 calendar days or as otherwise indicated on the change proposal.
7. The express warranties set forth in the subcontract documents are provided in lieu of all other warranties, expressed or implied, and the warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Cornerstone. Cornerstone is not responsible for special, incidental, or consequential damages. Cornerstone is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, and texture and performance standards. Cornerstone must receive all warranty claims not more than one (1) year after completion of Cornerstone's work, and Cornerstone must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.
8. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, weather protection, fire protection, and trash and recycling services.
9. To the extent that performance and payment bonds are included in this bid proposal or in the case that it is added by change order, the bond forms must be the ConsensusDocs 260 and 261 or substantially equivalent as approved by Cornerstone.
10. Cornerstone will not provide any credits for enrollment in an owner- or contractor- controlled insurance program unless notified prior to proposal and acknowledged in Cornerstone's proposal. In the event Cornerstone provides a credit, it shall be final and no calculation of credits by a wrap-up administrator or others shall be binding on Cornerstone.
11. Lien waivers and/or waivers of claim(s) shall not apply to any retainage withheld; shall not apply to unbilled changes, to claims which have been asserted in writing or which have not yet become known to Cornerstone; shall be conditional upon receipt of funds to Cornerstone's account.
12. Unless noted otherwise, proposal is based entirely on materials considered to be the standard products of Cornerstone Detention Products, Inc.
13. Cornerstone will not be required to indemnify other parties, including but not limited to, the general contractor, construction manager, architect, and owner, for incidences that are not the sole responsibility of Cornerstone Detention Products, Inc. or that may violate statutory law in the state of the project.



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize and/or ratify execution of a Fourth Amendment to the Countywide Dumpster Contract (IFB 2021-B12), in relation to debris removal under the Declaration of Local Disaster, as authorized by Section 262.031(a) of the Texas Local Government Code. **BECERRA/JONES**

Summary:

The Fourth Contract Amendment provides for the addition of a Belly Truck to haul away the debris that was approved to be ground, which is needed for the local emergency response under the Declaration of Local Disaster.

Fiscal Impact:

Amount Requested: Pricing per contract amendment

Line Item Number: 001-656-99-182.5452

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, Invitation for Bid 2021-B-12 Countywide Dumpsters

G/L Account Validated Y/N?: Yes, Trash Hauling

New Revenue Y/N?: N/A

Comments:

Attachments

IFB 2021-B12 - Fourth Contract Amendment

Fourth Amendment to the Countywide Dumpster Contract (IFB 2021-B12 Countywide Dumpsters)

1. This Fourth Amendment to the Countywide Dumpster Contract (the "Third Amendment"), attached as *Exhibit "A"* and executed December 7, 2021 (the "Agreement"), is made this 28th day of February 2023, by and between **Hays County, Texas ("Client")** and **Waste Connections Lone Star, Inc. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. The following services shall be added as additional services related to debris removal:

- Belly Truck: \$600.00 for 100 cubic yards of mulch for haul off services

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

WASTE CONNECTIONS LONE STAR, INC.

By: Jason Rowe

Printed Name: Jason Rowe

Title: District Manager

Dated: 2-23-23

ATTEST: _____
Elaine Cardenas, Hays County Clerk



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jennifer Doinoff

Sponsor:

Judge Becerra

Agenda Item:

Approve the Hart Intercivic repair's estimate in the amount \$5,525.00 for 13 Verity Duo Machines that are no longer under warranty, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D). **BECERRA/DOINOFF.**

Summary:

The Election's Office is requesting a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for the repairs 13 of the Verity Duo machines. The labor to repair the machines is covered under Hart Intercivic's Buyboard contract #622.20, however the repair parts are open market items.

Fiscal Impact:

Amount Requested: \$5,525

Line Item Number: 001-655-00.5411 - \$2,600
002-655-00.5411 - \$2,925

Budget Office:

Source of Funds: General Fund & Election Contract Fee Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Hart Intercivic's Buyboard Contract #622.20, also requires a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for open market items

G/L Account Validated Y/N?: Yes, Equipment Maintenance and Repair Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Hart - Verity Duo Repairs



RMA Pricing Estimate

Date January 27, 2023

Customer Hays County Elections

Customer PO (if applicable)

System Version

Additional Notes V035723

Requested Delivery date

Item	Description	Qty.	Unit Price	Ext. Price	Remarks
1	out of warranty Duo-Labor	13	\$225.00	\$2,925.00	Details of Work Completed
	Serial Numbers:B1902631908 B1902532607,B1902648508 B1902519907,B1902638608 B1902527107,B1902518507 B1902516207,B1902528307 B1902502107,B1902509707 B1902518807,B1902529807				Labor: 14 hours Estimate
1	out of warranty Duo- Parts	13	\$200.00	\$2,600.00	Details of Work Completed
	Serial Numbers:B1902631908 B1902532607,B1902648508 B1902519907,B1902638608 B1902527107,B1902518507 B1902516207,B1902528307 B1902502107,B1902509707 B1902518807,B1902529807				Parts: Estimate
Subtotal				\$5,525.00	
Total				\$5,525.00	

Terms and Conditions:

- 1) Prices are effective for 30 days from date of quote. Quote does not includes applicable sales tax.
Sales tax will be added to your total as required.
- 2) There is a minimum diagnostic fee of \$225 per unit plus any applicable shipping fees if the customer decides not to have repairs performed.
- 3) Customer is responsible for shipping fees for all equipment shipped to Hart for repair.
Hart will pay return shipping fees based on a normal 5 business day transit time from Hart to Customer.

Billing Address and Phone

Hays County Elections
Jennifer Anderson
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
512-393-7310

Shipping Address and Phone

Hays County Elections
Kristen Thomas
712 S. Stagecoach Trail, Suite1045
San Marcos, TX 78666

Billing Instructions

Shipping Instructions

Hart Management Approval:

Name: Daryl Awbrey

Title: RMA Coordinator

Customer Approval:

Name:

Title:



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the submission of a renewal grant application to the DSHS FY24 Infection Disease Control Unit/Surveillance and Epidemiology (IDCU-SUR) grant program in the amount of \$165,000.00. **INGALSBE/T.CRUMLEY**

Summary:

The IDCUSUR grant program supports provides funds for a portion of one epidemiologist's salary and is a two year contract running from 9/1/23 through 8/31/25. This grant previously covered the full salary as well as supplies, but due to salary increases the grant will now cover 93% of the salary and fringe benefits and no supplies.

Contract Number: HHS000436300015

Contract Period: 09/01/2023 - 08/31/2025

Fiscal Impact:

Amount Requested: None

Line Item Number: 120-675-99-094]

Budget Office:

Source of Funds: DSHS Grant Funds

Budget Amendment Required Y/N?: No

Comments: Renewal grant is budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Budget

Face Page

General Instructions for Completing Budget Forms DSHS Costs Only Budgeted on Detail Category Pages

(Examples and instructions for completing the Budget Category Detail Templates are in a separate Excel file located under Templates for Cost Reimbursement Budgets located at :

<http://www.dshs.state.tx.us/grants/forms.shtm>

- * Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on Form I -Budget Summary; doing so will populate the budget category detail templates with your organizations name.
- * Complete each budget category detail template. Instructions for completing each budget category detail template are in a separate document. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget template at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.
- * After you have completed each budget category detail form, go to Form I-Budget Summary and input other sources of funding manually (if any) in Columns 3 - 6 for each budget category.
- * Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions ("Distribution Totals") equals the Budget Total.
- * Enter the total amount of "Program Income" anticipated for this program in row "K" under the "Total Budget" column (1). The total program income budgeted will be automatically allocated to each funding source based on the percentage of funding of the total budget. Information on program income is available in the DSHS Contractors Financial Procedures Manual located at the following web site:
<http://www.dshs.state.tx.us/contracts/>

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Local Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$117,232	\$117,232	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$47,623	\$47,623	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$145	\$145	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$0	\$0	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$165,000	\$165,000	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0		\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$165,000	\$165,000	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$117,232	\$117,232	Fringe Benefits	\$47,623	\$47,623
	Travel	\$0	\$0	Equipment	\$0	\$0
	Supplies	\$145	\$145	Contractual	\$0	\$0
	Other	\$0	\$0	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$165,000	Budget Total	\$165,000
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*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Ian Harris - Epidemiologist = E	N	Epidemiology and Infectious Disease and Surveillance	0.93	NA	\$5,258.00	24	\$117,232
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
						SalaryWage Total	\$117,232

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:		
FICA = \$119882 x .062 = \$7433 MEDICARE = \$119882 x .0145 = \$1738 RETIREMENT = \$119882 x .1359 = \$16292 MEDICAL, DENTAL & LIFE INSURANCE = \$24460 x .95 FTE = \$23237			
	<table> <tr> <td>Fringe Benefit Rate %</td><td>40.62%</td></tr> </table>	Fringe Benefit Rate %	40.62%
Fringe Benefit Rate %	40.62%		
	<table> <tr> <td>Fringe Benefits Total</td><td>\$47,623</td></tr> </table>	Fringe Benefits Total	\$47,623
Fringe Benefits Total	\$47,623		

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

Total Travel Costs: \$0

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Name of Respondent:

Hays County Local Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

[illegible]

Total Amount Requested for Equipment:

\$0

FORM I-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification	Total Cost
Office Supplies	General office supplies to support administrative functions	\$145
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$145

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Local Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$0

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Hays County Local Health Department

Description of Item <small>[If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]</small>	Purpose & Justification	Total Cost
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Other:

\$0

FORM I - 7 Indirect Costs

Legal Name of Respondent:

Hays County Local Health Department

Total amount of indirect costs allocable to the project:

Amount:

\$0

Indirect costs are based on (mark the statement that is applicable):

_____ The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:

BASE:

_____ ***Applies only to governmental entities.*** The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:

TYPE:

BASE:

_____ **Note:** Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

_____ A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

GO TO PAGE 2 (below)

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

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

SUPPLEMENTAL FORMS INSTRUCTIONS

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form I - 1 Personnel) have been used, go to the supplemental template labeled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form I - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

- Form I-1 Personnel Supplemental
- Form I-2 Travel Supplemental
- Form I-3 Equipment Supplemental
- Form I-4 Supplies Supplemental
- Form I-5 Contractual Supplemental
- Form I-6 Other Supplemental

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$0

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						SalaryWage Total	\$0

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel**\$0**Other / Local Travel Costs: **\$0**Conference / Workshop Travel Costs: **\$0****Total Travel Costs:****\$0**

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel**\$0**Other / Local Travel Costs: **\$0**Conference / Workshop Travel Costs: **\$0****Total Travel Costs:****\$0**

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

FORM I-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM I-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Hays County Local Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0

FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Hays County Local Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Local Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

CONTRACTOR INFORMATION	
1) LEGAL BUSINESS NAME : Hays County	
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code):	
Hays County Government Center 712 S. Stagecoach Trail, Ste 1045 San Marcos, TX 78666	
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above):	
Hays County Treasurer 712 S. Stagecoach Trail, Ste 1094 Sa Marcos, TX 78666	
4) DUNS Number (9-digit) required if receiving federal funds: 097-494-884	
5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) 74-6002241	
6) TYPE OF ENTITY (check all that apply):	
<div><input type="checkbox"/> City</div> <div><input checked="" type="checkbox"/> County</div> <div><input type="checkbox"/> Other Political Subdivision</div> <div><input type="checkbox"/> State Agency</div> <div><input type="checkbox"/> Indian Tribe</div> <div><input type="checkbox"/> Nonprofit Organization*</div> <div><input type="checkbox"/> For Profit Organization*</div> <div><input type="checkbox"/> HUB Certified</div> <div><input type="checkbox"/> Community-Based Organization</div> <div><input type="checkbox"/> Minority Organization</div> <div><input type="checkbox"/> Faith Based (Nonprofit Org)</div> <div><input type="checkbox"/> Individual</div> <div><input type="checkbox"/> Federally Qualified Health Centers</div> <div><input type="checkbox"/> State Controlled Institution of Higher Learning</div> <div><input type="checkbox"/> Hospital</div> <div><input type="checkbox"/> Private</div> <div><input type="checkbox"/> Other (specify):</div>	
7) CONTRACT TERM:	
Start Date: 9/01/2023	
End Date: 8/31/2025	
8) COUNTIES SERVED BY CONTRACT: Hays County	
9) AMOUNT OF FUNDING: \$165,000.00	
10) PERSON AUTHORIZED TO SIGN CONTRACT	11) FINANCIAL OFFICER
Name: Ruben Becerra	Name: Marisol Villareal-Alonzo
Title: County Judge	Title: Auditor
Phone: 512 393 2205	Phone: 512 393-2283
Email: Judge.becerra@co.hays.tx.us	Email: Marisol.alonzo@co.hays.tx.us
12) PERSON TO COMPLETE FEDERAL FORMS IN DOCUSIGN	13) PERSON TO BE COPIED IN DOCUSIGN
Name: Simone Corprew	Name: Simone Corprew
Title: Grant Writer	Title: Grant Writer
Phone: 512 749 1161	Phone: 512 749 1161
Email: Simone.corprew@co.hays.tx.us	Email: simone.corprew@co.hays.tx.us

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the contractor and the proposed project with the Department of State Health Services (DSHS). Please follow the instructions below to complete the face page form and return with the contractor's budget.

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of the contractor.
- 2) **MAILING ADDRESS INFORMATION** - Enter the contractor's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- 3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with contractor to receive payment for services rendered by contractor and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the contractor. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving ANY federal funds and can be obtained at: <http://fedgov.dnb.com/webform>
- 5) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit).
- 6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at https://fmxcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.

Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)

State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii

Institutions of higher education as defined by §61.003 of the Education Code.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 7) **CONTRACT TERM** - Enter the proposed contract term.
- 8) **COUNTIES SERVED BY CONTRACT** - Enter the proposed counties served by the contract.
- 9) **AMOUNT OF FUNDING** - The total two-year amount of funding from DSHS, contingent on funding, for proposed project activities.
- 10) **PERSON AUTHORIZED TO SIGN CONTRACT** - Enter the name, title, phone, and email address of the person authorized to sign the contract.
- 11) **FINANCIAL OFFICER** - Enter the name, title, phone, and email address of the person responsible for the financial aspects of the proposed project.
- 12) **PERSON TO COMPLETE FEDERAL FORMS IN DOCUSIGN** - Enter the name, title, phone, and email address of the person who will be completing federal forms in DocuSign.
- 13) **PERSON TO BE COPIED IN DOCUSIGN** - Enter the name, title, phone, and email address of the person to be copied in DocuSign when the contract is routed to LHD for signature.



AGENDA ITEM REQUEST FORM: **G. 31.**

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve the appointment of County Judge Ruben Becerra as Hays County Historical Commission Chair. **BECERRA**

Summary



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute a Contract Amendment with JM Engineering, LLC. related to HVAC - Maintenance and Repair Services, Countywide pursuant to RFP 2020-P01, increasing our overall contract to \$164,770.84, a 6% increase. **BECERRA/T.CRUMLEY**

Summary:

On August 25, 2020, the Commissioner Court approved a contract with JM Engineering, LLC. HVAC - Maintenance & Repair Services, Countywide as a result of formal solicitation RFP 2020-P01.

JM Engineering, LLC. along with the Hays Countywide Operations Department have identified eight (8) exhaust fans at the Local Health Department building that are in need of bi-annual preventative maintenance services. The execution of Contract Amendment 2 would add a spring and fall preventative maintenance to these eight exhaust fans, adding \$3,152.00 annually to the Local Health Departments current Preventative maintenance schedule, as well as increase the yearly contract total to \$164,770.84, 2% price increase.

Fiscal Impact:

Amount Requested: Per contract terms

Line Item Number: 001-695-00.5451

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, Request For Proposal 2020-P01, HVAC Maintenance and Repair Services County Wide

G/L Account Validated Y/N?: Yes, Building Maintenance and Repair Expense

New Revenue Y/N?: N/A

Comments:

Attachments

RFP 2020-P01 Contract Amendment 2

**Second Amendment to the HVAC Maintenance and Repair Services
Agreement
(RFP 2020-P01 HVAC – Maintenance and Repair Services)**

1. This Second Amendment to the HVAC Maintenance and Repair Services Agreement (the "Second Amendment"), attached as *Exhibit "A"* and executed January 12, 2021 (the "Agreement"), is made this 28th day of February 2023, by and between **Hays County, Texas** ("Client") and **JM Engineering, LLC** ("Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. The following services shall be added to Preventative Maintenance and Repair Services for the Local Health Department:

- a. Adding eight (8) Exhaust Fans for Bi-Annual Preventative Maintenance
 - Spring PM: 8 @ \$197.00 each, total Spring PM increase \$1,576.00
 - Winter PM: 8 @ \$197.00 each, total Winter PM increase \$1,576.00
 - Total Annual Preventative Maintenance: \$10,539.50

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

JM ENGINEERING, LLC

By:  _____

Printed Name: Jay A. Weinberger

Title: Vice President

Dated: 2/23/23

ATTEST: _____
Elaine Cardenas, Hays County Clerk



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Ron Hood

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Shell

Agenda Item:

Authorize payment to Chuck Nash Auto Group for vehicle repair (replacement of lifters, manifold, and gaskets, plus labor) to a 2015 Chevrolet Tahoe in the amount of \$6075.51 for the Hays County Constable, Pct. 4 Office, in which a purchase order was not obtained. **SMITH/SHELL/HOOD**

Summary:

Hays Co. Constable, Pct. 4 vehicle unit required the replacement of the lifters, manifold, and gaskets on a 2015 Chevrolet Tahoe due to normal use.

Attached: Chuck Nash Auto Group Invoice #424651C

Fiscal Impact:

Amount Requested: \$6,075.51

Line Item Number: 001-638-00.5413

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: No

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

New Revenue Y/N?: N/A

Comments:

Attachments

Chuck Nash Invoice

CUSTOMER #: 255782

424651C



INVOICE

HAYS COUNTY CONSTABLE PCT 4
 195 ROGER HANKS PKWY
 DRIPPING SPGS, TX 78620-5339
 CHARLES.WILLIAMS@CO.HAYS.TX.US
 HOME: 512-820-8678 CONT: 512-820-8678
 BUS: 512-858-7605 CELL: 512-820-8678

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P.O. BOX 1007
 SAN MARCOS, TEXAS 78667
 SAN MARCOS (512) 353-7788 · AUSTIN (512) 477-3236
 1-800-460-6274
 www.chucknash.com

SERVICE ADVISOR: 884 ALVIN HIX

SUB: 312 338 7003		CHASSIS: 312 328 3373		SERVICE ADVISOR: 338 312 3373		DATE: 11/11/22		
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
SILVER	15	CHEVROLET TAHOE		1GNLC2EC8FR268227	1191501	116967/117024		T2045
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE
01JAN15 DD			18:00 23NOV22				CASH	25NOV22
R.O. OPENED		READY		OPTIONS: DLR:114876				

14:49 21OCT22 13:29 25NOV22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES: RATTLE TYPE NOISE COMING FROM THE RIGHT REAR WHEEL

AREA - CHECK AND ADVISE

CS CUSTOMER STATES: RATTLE TYPE NOISE COMING FROM
 THE RIGHT REAR WHEEL AREA - CHECK AND ADVISE

772	CP	2800.00	2800.00
1	11611976 (S) BOLT		8.12
19	11546959 (S) BOLT		154.28
2	12622325 (S) GASKET		184.32
2	12669185 (S) GUIDE		50.28
2	12669184 (S) GUIDE		51.30
8	12698946 (S) LIFTER		815.52
2	12619787 (S) GASKET		16.26
8	12698945 (S) LIFTER		438.24
8	12626354 (S) GASKET		56.32
1	12677004 (S) PIPE		57.05
2	12657093 (S) GASKET		31.36
1	19433052 (S) MANIFOLD		839.22
1	88864346 SEALANT		15.72
1	15035747 (S) SEAL		25.58
1	15077362 (S) SEAL		24.30
1	12677002 (S) PIPE		88.26
8	19432334 OIL		52.64
1	19419227 (S) FILTER		7.84
3	12378390 COOLANT		63.69

PARTS: 2980.30 LABOR: 2800.00 OTHER: 0.00 TOTAL LINE A: 5780.30

116967 VERIFY CONCERN TRACE CAUSE TO SEVERAL AFM LIFTERS NOT
 LATCHING CORRECTLY. REMOVE AND REPLACE ALL LIFTERS. REPLACE VLOM
 ASSEMBLY. PERFORM LOF AND TOP OFF COOLING SYSTEM. RETEST OK.

B MULTI-POINT VEHICLE INSPECTION

VINSP MULTI-POINT VEHICLE INSPECTION

772 IMM

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: (N/C) 0.00

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

SHOP SUPPLY COSTS:

We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$78.39, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW
 UNLESS OTHERWISE
 INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WASTE MGMT. FEE/MTL*	
TOTAL CHARGES	
LESS DISCOUNT	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE
------	--------------------	--

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE S. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid.

CUSTOMER #: 255782

424651C



INVOICE

HAYS COUNTY CONSTABLE PCT 4
 195 ROGER HANKS PKWY
 DRIPPING SPGS, TX 78620-5339
 CHARLES.WILLIAMS@CO.HAYS.TX.US
 HOME: 512-820-8678 CONT: 512-820-8678
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PAGE 2

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SERVICE ADVISOR: 884 ALVIN HIX

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SILVER	15	CHEVROLET TAHOE	1GNLC2EC8FR268227	1191501	116967/117024	T2045	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN15 DD			18:00 23NOV22			CASH	25NOV22
R.O. OPENED		READY	OPTIONS: DLR:114876				

14:49 21OCT22 13:29 25NOV22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

C** REPLACE BATTERY

BATTERY REPLACE BATTERY

772 CP

30.00 30.00

1 88865934 94R/PG

189.95

CORE CHARGE C

14.00 14.00

-1 88865934 CORE RETURN

-14.00

PARTS: 189.95 LABOR: 30.00 OTHER: 0.00 TOTAL LINE C: 219.95

116967 CHARGE AND TEST BATTERY. BATTERY FAILED. REPLACE BATTERY.

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 75.26

* THANK YOU FOR ENTRUSTING IN CHUCK NASH TO *

* SERVICE YOUR VEHICLE. IF FOR ANY REASON *

* YOU ARE NOT COMPLETELY SATISFIED WITH *

* YOUR EXPERIENCE, CONTACT OUR SERVICE *

* DEPARTMENT AT 512-396-7881. *

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

*** SHOP SUPPLY COSTS:**

We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$78.39, to the Repair Order for shop supplies used in connection with this repair.

**ALL PARTS ARE NEW
UNLESS OTHERWISE
INDICATED.**

DESCRIPTION	TOTALS
LABOR AMOUNT	2830.00
PARTS AMOUNT	3170.25
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
WASTE MGMT. FEE/MTL*	75.26
TOTAL CHARGES	6075.51
LESS DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	6075.51

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE § 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid.



AGENDA ITEM REQUEST FORM: **G. 34.**

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Randy Focken

Sponsor:

Commissioner Shell

Agenda Item

Authorize the Sheriff's Office to transfer two non-law enforcement vehicles (white fleet) to the Pre-trial Services Department effective immediately. **SHELL/FOCKEN**

Summary

Attachments

Fixed Asset Transfer Form

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department

*** ONLY ONE GENERAL FIXED ASSET PER FORM ***

DESCRIPTION OF ITEM (Including Manufacturer and Model Number)

2010 Dodge Charger

Fixed Asset County Tag Number:

17527

Serial Number:

2B3AA4CV0AH303326

Department Name:

SHERIFF'S OFFICE

Location:

1307 UHLAND RD

Transfer agreed to by Elected Official/Department Head:


(signature)

Date: 2-22-23

44979

To be Completed by Department to which asset is transferred

TRANSFERRED TO

Department Name:

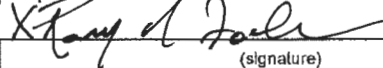
Pre-trial Services

Location:

Govt. Ctr

Transfer accepted by Elected Official /

Department Head


(signature)

Date:

2-23-23

To be Completed for assets to be auctioned

ASSET TO BE HELD AT WAREHOUSE ☐

Received at Warehouse By:

ASSET TO BE HELD AT PURCHASING ☐

Received at Purchasing By:

Date

To be completed by Purchasing Office Only

ASSET SOLD IN COUNTY AUCTION ON

(Auction Date)

AUDITOR OFFICE USE ONLY

Fixed Asset System Updated:

Date

Initials

AUDITOR OFFICE USE ONLY

Asset Deleted from System After Auction:

Date

Initials

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department

*** ONLY ONE GENERAL FIXED ASSET PER FORM ***

DESCRIPTION OF ITEM (Including Manufacturer and Model Number)

2007 Dodge Charger

Fixed Asset County Tag Number:

17527

Serial Number:

2B3KA43R07H714600

Department Name:

SHERIFF'S OFFICE

Location:

1307 UHLAND RD

Transfer agreed to by Elected Official/Department Head:

[Signature]

(signature)

Date: 2-22-25

44979

To be Completed by Department to which asset is transferred

TRANSFERRED TO

Department Name:

Pretrial Services

Location:

Govt Ctr.

Transfer accepted by Elected Official /

Department Head

[Signature]

(signature)

Date: 2-23-23

To be Completed for assets to be auctioned

ASSET TO BE HELD AT WAREHOUSE

☐

Received at Warehouse By:

ASSET TO BE HELD AT PURCHASING

☐

Received at Purchasing By:

Date

To be completed by Purchasing Office Only

ASSET SOLD IN COUNTY AUCTION ON

(Auction Date)

AUDITOR OFFICE USE ONLY

Fixed Asset System Updated:

Date

Initials

AUDITOR OFFICE USE ONLY

Asset Deleted from System After Auction:

Date

Initials



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Judge Sandra Bryant

Sponsor:

Commissioner Smith

Agenda Item:

Authorize additional funding for the Justice of the Peace Pct. 5 for continuing education training and amend the budget accordingly. **SMITH/BRYANT**

Summary:

The newly Elected Official is in need of additional continuing education funds in order to meet the training requirements for the newly elected judge.

Fiscal Impact:

Amount Requested: \$3,500

Line Item Number: 001-630-00.5551

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential Funding Source County Wide Contingencies

\$3,500 - Increase JP5 Continuing Education 001-630-00.5551

(\$3,500) - Decrease (TBD) County Wide Contingencies 001-645-00.5399

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM: **G. 36.**

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve the appointment of Sharri Boyett to the Animal Advisory Committee. **BECERRA**

Summary



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

CUTLER

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a First Amended and Restated Professional Services Agreement with Dr. Steven Logsdon related to pre-employment psychological evaluations and fit-for-duty evaluations for prospective and current employees of the Hays County Sheriff's Office. **SHELL/CUTLER**

Summary:

Fiscal Impact:

Amount Requested: Price per contract
Line Item Number: 001-618-00/03.5335

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Professional Service Contract Not To Exceed \$10,000 per year
G/L Account Validated Y/N?: Yes, Employment Testing Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Logston PSA - HCSO

FIRST AMENDED AND RESTATED 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 **Dr. Steven A. Logsdon, PH.D.** (hereinafter “Contractor”), whose primary place of business is located at P.O. Box 2607, Universal City, Texas 78418, hereby enter into this First Amended and Restated Professional Services Agreement (hereinafter “Agreement”) effective the 23rd day of February, 2023 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Contractor shall conduct pre-employment psychological evaluations and fit-for-duty evaluations for prospective and current employees of the Hays County Sheriff’s Office, including the Hays County Jail, on an as-needed basis.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of Hays County Sheriff, his designee, and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, 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 “C”, attached hereto.

4. DURATION

The parties agree that the Work shall be performed on an as-needed basis. The initial term of the Agreement is for one (1) year from the Effective Date, and shall automatically renew, on an annual basis, unless otherwise terminated by either party with at least thirty (30) days written notice prior to the expiration of the then-current annual renewal.

5. COMPENSATION

Contractor will be compensated for the Work on a per-evaluation basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Ten Thousand dollars (\$10,000 USD), per year, for the Work performed under this Agreement.

6. PAYMENT

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

7. NOTICE OF COMPLETION

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

8. NOTICE (GENERAL)

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

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

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

9. INSURANCE

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

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

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

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

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

11. COMPLIANCE WITH LAWS

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

12. SURVIVAL

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

13. FORCE MAJEURE

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

14. SEVERABILITY

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

15. MULTIPLE COUNTERPARTS

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

16. SECTION HEADINGS, EXHIBITS

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

17. WAIVER BY PARTY

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

18. GOVERNING LAW AND VENUE

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

19. ASSIGNMENT

Neither party to this Agreement may assign 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

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

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

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

Hays County, Texas

Steven A. Logsdon, PH.D.

By: Ruben Becerra
Hays County Judge

By: Contractor

EXHIBIT A

Scope of Work

On an as-needed basis:

- Conduct pre-employment psychological evaluations for prospective employees of the Hays County Sheriff's Office, including the Hays County Jail
- Conduct fit-for-duty evaluations for prospective or current employees of the Hays County Sheriff's Office, including the Hays County Jail
- Provide other evaluations as directed by the Hays County Sheriff or his designee

EXHIBIT B

Fee Schedule

Contractor's Evaluation Rate Schedule

\$175.00 per pre-employment psychological evaluation (includes in-person and/or virtual evaluations)

\$350.00 per standard fit-for-duty evaluation (includes in-person and/or virtual evaluations)

\$350.00-\$500.00 per fit-for-duty evaluation requiring additional assessment (includes in-person and/or virtual evaluations)—In such a circumstance, Contractor shall submit information detailing the additional assessment to the Hays County Sheriff's Office

EXHIBIT C

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

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item:

Receive and Ratify the finalized Parks Bond Agreements: the Funding Commitment Agreement between Hays County and the City of Woodcreek; Interlocal Agreement between Hays County and the City of San Marcos for funding the Purchase of Easements and Right of Way for the Purgatory Creek Improvements Project and the Interlocal Agreement Hays County and the City of Buda, TX for the Improvement of Park Facilities at Sites Owned by the City of Buda. **INGALSBE/SHELL**

Summary:

The attached agreements were all authorized for completion and execution out of prior Executive Session meetings on 2020 recommended Parks and Open Space Bonds Projects.

Attached: Funding Commitment Agreement with the City of Woodcreek
Interlocal Agreement with the City of San Marcos
Interlocal Agreement with the City of Buda

Fiscal Impact:

Amount Requested: \$200,000.00 - City of Woodcreek

\$2,000,000.00 - City of San Marcos - Purgatory Creek Improvements Project

\$9,850,000.00 - City of Buda - East Side Regional Park, Garison Park, Garison Park Expansion, Onion

Creek Trail, Garlic Creek Trail

Line Item Number: Multiple

Budget Office:

Source of Funds: Voter Approved Park Bond Funds

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Interlocal Agreements

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Funding Commitment Agreement - City of Woodcreek

Interlocal Agreement City of San Marcos

Interlocal Agreement City of Buda

FUNDING COMMITMENT AGREEMENT

This Funding Commitment Agreement ("this Agreement") is made and entered into by and between Hays County, a political subdivision of the State of Texas ("the County") and the City of Woodcreek, a Class "A" General Law Municipality under the Laws of the State of Texas ("the City") (the County and the City are collectively "the Parties").

I. RECITALS

WHEREAS, The Hays County Parks and Open Space Advisory Commission ("POSAC") was established in February of 2020 by the Hays County Commissioners Court ("the Court"); and

WHEREAS, the role of POSAC, in part, was to establish a process to study the viability and community interest for a pursuing a potential park, open space, and conservation bond program and to solicit recommendations to the Court; and

WHEREAS, the result of these efforts was Proposition A, commonly referred to as the *Hays County 2020 Parks and Open Space Bond* ("the Bond"), included on the ballot during the November 3, 2020 voting session; and

WHEREAS, the Bond was approved by voters with a 70 percent margin; and

WHEREAS, after the Bond was approved the Court restarted POSAC; and

WHEREAS, POSAC and the Court evaluate proposed projects submitted with Public Information Form (PIF) require by POSAC and the Court which may request funds from the Bond; and

WHEREAS, the City submitted such an application ("the Application¹") which meets the goals and priorities identified within the Hays County 2012 Parks, Open Spaces, and Natural Areas Master Plan (the "Master Plan"); and

¹ See Exhibit A

WHEREAS, under the Application, the City seeks funds from the County in the amount of Two-Hundred Thousand Dollars (\$200,000.00) ("the Funds"); and

WHEREAS, the Funds will be used by the City to complete various projects as more thoroughly described in the document attached hereto as "Exhibit B" ("the Projects"); and

WHEREAS, in addition to the Funds, the City will contribute Sixty-Seven Thousand and Five-Hundred Dollars (\$67,500.00) ("the City Funds") to completion of the Projects; and

WHEREAS, with the Funds and the City Funds, the City will endeavor (will use all possible efforts to complete the Projects) to complete the Projects, but increased costs may prevent the City from doing so; and

WHEREAS, the Funds and the City Funds shall be used, and only used, for the Projects; and

WHEREAS, the Funds shall be transferred to the City within thirty (30) days from the effective date of this Agreement; and

WHEREAS, the County will, under no circumstances, be responsible for any costs associated with the Projects above and beyond the Funds unless the County agrees to be responsible for such costs, and

WHEREAS, the City acknowledges and assumes total responsibility for funding the Projects above and beyond the Funds.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements of the Parties as set forth herein, the Parties state, represent, and agree as follows:

II. AGREEMENT

1. This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed ("Effective Date").

2. The County shall remit the Funds to the City within thirty (30) days from the effective date of this Agreement
3. In the event it is determined that the Funds will be insufficient to cover the cost of the Projects, the City agrees to be solely responsible for all such costs unless the County agrees to cover the additional cost.
4. The Funds will be used exclusively for the Projects.
5. All notices to either party by the other required under this Agreement shall be delivered personally to sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after separate written consent of the parties), addressed to such party at the following addresses:

The County:	Hays County ATTN: Mark Kennedy 111 E. San Antonio San Marcos, Texas 78666
The City:	The City of Woodcreek Attn: Mayor 41 Champions Circle Woodcreek, Texas 78676
With a copy to:	Kent E. Wymore IV The Wymore Law Firm, PLLC 1250 Capital of Texas Highway South Building Three, Suite 400 Austin, Texas, 78746 (512) 346-3600 (866) 211-4235 fax kent@thewymorelawfirm.com

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered

personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

6. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations or arguments either written or oral.

7. The execution and performance of this Agreement by the County and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the City in accordance with its terms.

8. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

9. It is understood and agreed between the Parties that the County and the City, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE COUNTY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND THE CITY AGREES HOLD THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY SUCH LIABILITIES**

10. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be

invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

11. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

12. No waiver by the Parties of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

13. The Parties are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

14. The Parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. In performing this Agreement, the Parties will comply with all local, state and federal laws.

16. This Agreement has been executed by the Parties in multiple originals or counterparts each having full force and effect.

This Agreement is hereby EXECUTED on this 22nd day of November, 2022.

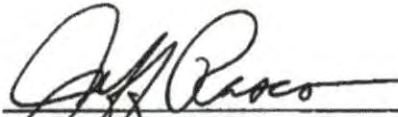
(SIGNATURE PAGE FOLLOWS)



The Honorable Ruben Becerra,
Hays County Judge



ATTEST: *Roxanne Rodriguez, Deputy*
Elaine Cardenas, MBA, PhD
Hays County Clerk



The Honorable Jeff Rasco,
Mayor of Woodcreek, Texas

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN
MARCOS, TEXAS AND HAYS COUNTY, TEXAS FOR FUNDING THE
PURCHASE OF EASEMENTS AND RIGHT-OF-WAY FOR THE
PURGATORY CREEK IMPROVEMENTS PROJECT**

This Agreement is made and entered into on Jan- 3, 2023 (the "Effective Date") by Hays County, a political subdivision of the State of Texas ("County") and the City of San Marcos, a Texas home rule municipality ("City") under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority.

1.1 At an election held on November 3, 2020, the voters of Hays County, Texas approved the issuance of general obligation bonds in the amount of \$75,000,000.00 (the "Bond Funds"), for parks, trails, recreation, and related projects.

1.2 The City has requested an award of Bond Funds for the proposed purchase of various real property interests in Hays County and preliminary work associated with such purchases for the Purgatory Creek Improvements Project (the "Project"). The Project will provide for connectivity, green space, flood mitigation and enhancement of water quality, as more particularly described in Exhibit A, attached hereto and made a part hereof (the "Project Description").

1.3 The County has determined that the City's proposed acquisition of real property interests and associated preliminary work for the purposes outlined in the Project Description qualifies for an award of Bond Funds, subject to the City's allocation of matching funds. The purpose of this Agreement is to provide the terms under which the County will provide funding to the City for the City's purchase of the real property interests and associated preliminary work.

1.4 City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include parks and recreation.

1.5 All of expenditures of the County and the City under this Agreement shall be paid only from lawfully available current revenues.

1.6 This Agreement has been approved by the Hays County Commissioner's Court and the San Marcos City Council as required by §791.011 of the Texas Government Code.

II. Term of Agreement.

This Agreement is made for a term beginning on February 14, 2023 and shall remain in effect until all real property interests as described in the Project Description have been purchased by the City, until the County has paid up to \$2,000,000.00 in Bond Funds to the City specifically for the Project, or until otherwise terminated by either Party under the terms of this Agreement.

III. City's Duties

In consideration of County's obligations under this Agreement, City shall:

- a.** Identify the various real property interests, e.g., easements, right-of-way or fee ownership, as necessary to complete the Project.
- b.** Conduct surveys, title searches and other due diligence investigations of real property and obtain appraisals in connection with property interests as necessary to complete the Project.
- c.** Enter into contracts with property owners for the purchase of said real property interests and close on the purchases thereof as provided under the terms of each contract.

d. Contribute at least \$3,800,000.00 USD to be applied toward completion of the Project, which shall represent funds that match the County's contribution of funds under this Agreement ("Matching Funds"). The City's past and continuing investment in capital improvements and other expenses related to the Project, as outlined in the Project Description shall be counted to calculate the Matching Funds.

e. Beginning with the quarter from January 1, 2023 through March 31, 2023, and continuing quarterly thereafter, provide the County with a funding draw request for all eligible expenses incurred by the City during such quarter toward the acquisition of real property interests associated the Project, including, but not limited to costs for title research and insurance, surveys, investigations, appraisals, legal and consulting fees and purchase price.

i. Each funding draw request for expenses incurred during a quarter shall be submitted within 60 days after the end of each quarter (e.g., the first funding draw request would be due by February 28, 2023), provided the City may add expenses from an earlier quarter to a later funding draw request if a review by the City reveals expenses inadvertently omitted from an earlier funding draw request.

ii. Each funding draw request shall be accompanied by copies of receipts or other documentation confirming the City's expenditures for which reimbursement is sought.

iii. The funding draw request shall be in generally the form in Exhibit B, attached hereto and made a part hereof. The form of funding draw request by be modified upon the written approval of the designee of the City Manager for the City and the General Counsel for the County.

f. Prior to any closing on the purchase of a real property interest for the Project, provide a draft copy of the proposed instrument conveying the real property interest to the City that includes a restriction running with the land as may be required by the County to meet the purposes of the Bond Funds. Closing of the purchase of the Property shall not occur until the County's general counsel has approved the form of instrument in writing to the City and the title company. Notwithstanding the foregoing, the General Counsel for the County and the City Attorney may pre-approve forms of instrument to be used for all purchases required for the Project.

IV. County's Rights and Duties.

In consideration of the City restricting the Property for use for the purposes of the Bond Funds and contributing the Matching Funds, the County shall:

- a. Contribute up to \$2,000,000.00 in Bond Funds for the purchase of real property interests and associated expenses for the Project. The County's contribution will be incrementally drawn down as funding draw requests from the City are paid each quarter.
- b. Within 30 days after receipt of receipt of a quarterly funding draw request from the City, accompanied by documentation confirming the City's expenditures sought to be reimbursed under the funding draw request, issue a check or wire transfer funds drawn from the Bond Funds in the amount of the funding draw request to the City.
- c. Upon three days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures listed in a funding draw request from the City when such information was not already provided by the City with a funding draw request.

V. Conditions Precedent.

This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the San Marcos City Council.

VI. Amendments.

This Agreement can be amended only by written approval of the Hays County Commissioners Court and the San Marcos City Council.

VII. Representations.

City and County each make the following representations to each other as inducements to enter into this Agreement:

- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
- b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
- c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
- d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf; and
- e. That before this Agreement was approved, its governing body had already identified, and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

VIII. Severability.

If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

IX. Entire Agreement.

This Agreement contains the entire agreement between the parties respecting the subject matter hereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VII above.

X. Interpretation

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XI. Applicable Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.


XIII. Attribution for Funding

The City agrees that any entrance signage, building signage, or advertising associated with the purchase of the Property shall include reference to Hays County as a contributor to the purchase of the Property. This section shall not pertain to directional signage or other signage posted regarding park rules and regulations or safety. The County hereby gives permission to the City to utilize the Hays County Seal as a means of fulfilling its obligations under this Section. On or about the Effective Date of this Agreement, the County shall provide the City with electronic files of its Seal for fulfillment of this Section.


[SIGNATURES ON FOLLOWING PAGE]

EXECUTED to be effective as of the Effective Date of this Agreement first stated above.

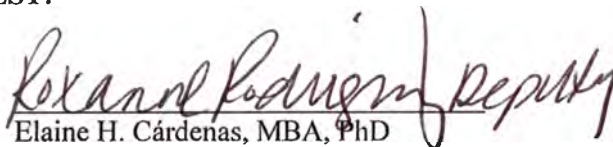
CITY:

By: 
Name: Stephanie Reyes
Title: Interim City Manager
Date: 01/05/2023

COUNTY:

By: 
Ruben Becerra, County Judge
Date: 02/14/2023

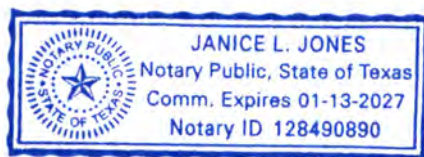
ATTEST:

By: 
Elaine H. Cardenas, MBA, PhD
County Clerk



THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 14th day of February, 2023,
by Ruben Becerra, County Judge of Hays County, Texas, on behalf of said County.



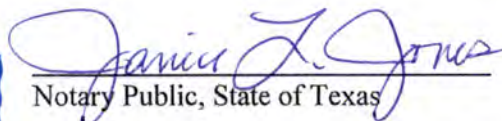

Notary Public, State of Texas

EXHIBIT A

Project Description

**Re: Request Hays County Commissioners Approval
Hays County – Parks and Open Space Advisory Commission Recommendations
Purgatory Creek Improvements - Easements and Property Acquisition Project**

The City of San Marcos (City) submitted an application to the Hays County – Parks and Open Space Advisory Commission (POSAC) for funding consideration for the Purgatory Creek Improvements – Easements and Property Acquisition project. Even though the application was submitted under the **Connectivity** category, the overall project also has characteristics for the **Urban Park** and **Open or Natural Space, Habitat Land Water Quality** categories.

POSAC Amount

\$2 million

POSAC Funding Use

These funds will be used for the following:

- Property title searches
- Boundary surveys
- Appraisals
- Purchase of real estate acquisition (note – 75% of the funds is estimated to be used for the purchase of real estate)

City Match of Funds

The City is exceeding the POSAC match of \$2.5M as indicted below.

Total City Contributions - \$3.8 million (Approved and Funded by the City Council)

- **Already Expended Amount - \$2.5 million**
 - Used to conduct and prepare the *Preliminary Engineering Report, 30% Level of Design* documents, and the *Value Engineering Assessment*.
- **Work Underway - \$1.3 million**
 - Being used for ongoing permitting requirements, invasive vegetation management, and completion of Phase 1 design documents.

Other Cost Contributions - \$150,000

- **San Marcos River Foundation**- The City assisted the San Marcos River Foundation in obtaining a grant from the Texas Parks & Wildlife Department (TPWD) to be used for trails in the Purgatory Creek Phase 2 Area.

ADDITIONAL DETAILS

Overall Purgatory Creek Improvements Project Description - The City of San Marcos is currently conducting the Purgatory Creek Channel Improvements project. The project objective is to provide flood mitigation including natural channel designs, riparian and prairie restoration, vegetation management, improving water quality through storm water infiltration and proposed multi-use trails that provide connectivity to adjacent park space and residential accessibility. This trail will function in concert with multiple other trails (existing and proposed) to complete a total of approximately 19 mile trail system in the City and Hays County. In addition the project includes hydrologic and hydraulic analysis; bridge, road and utility modifications, permitting with various agencies, and coordination with the Union Pacific Railroad.

The project designs were broken up into multiple phases and should be completed over several years. Currently, the natural channel improvement project design has been split into 2 phase areas and we plan on breaking into smaller projects in the future. The Phase 1 Area is for the Purgatory Creek channel reach is located between its confluence with the San Marcos River and to an area near Johnson Avenue. The Phase 2 Area consists of the channel reach starting at Johnson Avenue to Wonder World Drive. For the Phase 1 Area, **30% Level of Design** documents have been prepared, and for the Phase 2 Area, conceptual designs have been identified in a **Preliminary Engineering Report (PER)**. Overall Purgatory Creek Improvements project construction costs estimates are anticipated to cost \$55 to \$65 million.

To complete this project, the City will start breaking this project into multiple smaller phases over the next several years. We will use the high-level concept from the previously approved **PER** and **30% Designs** and start focusing on easement and ROW acquisitions. As ROW gets cleared, smaller projects will begin such as utility relocations. The City will continue to identify alternative funding sources, including but not limited to: City Bond Projects, CIP funds, TWDB funding and other sources.

Work Completed - As of today, the City has expended over \$2.5 million towards the project by conducting and completing the following:

- **Preliminary Engineering Report** dated March 15, 2019. The **PER** summarized preliminary evaluations for the Purgatory Creek project area (Phase 1 and 2) including natural channel design, hydrologic and hydraulic analyses, right-of-way evaluation, utility conflict evaluation, environmental review, archeological review and permitting requirements.
- **30% Level of Designs (Phase 1 Area)** dated January 29, 2021. Services conducted and documents prepared included design drawings, technical reports and construction cost estimates.
- **Value Engineering (Phase 1 Area)**, December 2021. An independent evaluation of proposed concepts and 30% designs to determine that resiliency/sustainability elements were considered, identification of potential design alternatives and options that do not diminish the goal and long-term value of the project.

Work Underway - As of today, the City has started work valued at \$1.3 million by conducting the following:

- **Permitting Requirements** – Conducting services and preparation of environmental permitting documents for the entire Purgatory Creek project area (Phase 1 and 2) required by various agencies including the US Army Corps of Engineers, Texas Parks and Wildlife, etc.
- **Invasive Vegetation Management** – The removal of invasive vegetation within the project area and as identified in the project's Riparian Vegetation Management Plan.
- **Phase 2 Area Trails** – Working with the San Marcos River Foundation (SMRF) and San Marcos Greenbelt Alliance (SMGA) to build natural trails in the Phase 2 Area. These natural trails will be located within areas that will not be impacted flood mitigation improvements and in advance of the City project which will convert the natural trails to a permanent concrete trail. The City's role is to acquire easements and the SMRF and SMGA team will construct the natural trails. This phase considers a grant of \$150,000 received by SMRF from the TPWD and not allocated for easements or ROW acquisition.
- **Phase 1 Designs Completion** – Coordinating with the consultant team regarding the preparation of scope of services to complete the designs for the Phase 1 Area.

POSAC Requested Funding Uses – POSAC funding will be used to conduct services to acquire easements and right-of-way (ROW) identified in the Purgatory Creek Improvements project. For the Phase 1 Area, funding will be used to acquire easements and ROW identified for improvements including flood mitigation and multi-use trails. For the Phase 2 Area, the acquired easements and ROW will be used for multi-use trails only. In addition, the POSAC funding for real estate acquisition considers the following:

- Secures and protects land for multiple uses
- Connectivity including
 - Connecting the San Marcos River to the Purgatory Creek Natural Area
 - Connecting historic/culturally neighborhoods including Dunbar, Victory Gardens and East Guadalupe.
- Greenspace, trails, riparian and wildlife corridors
- Flood mitigation
- Water quality improvements (infiltration)
 - Located in an urban area
- Enhance existing and planned trail plans
- Continuation of work with community non-profit groups, private property owners and citizens including the San Marcos River Foundation and the San Marcos Greenbelt Alliance.
- The easement and ROW areas were identified in the **PER** and **30% Design** considering Purgatory Creek improvement design characteristics including natural channel designs and multi-use trail alignments.
- The easement and ROW areas are located within the Special Flood Hazard Area defined by FEMA for Purgatory Creek.
- There are no structures currently being used for either residential (homes) or commercial uses located within the easement/ROW areas proposed to be acquired.
- The requested POSAC fund amount was based on **PER** and **30% Design** findings. In addition, approximately 75% of the funds is anticipated to be used for the purchase of real estate.

Attachment 1 Purgatory Creek Improvements Location Map – reflects the general location of the Purgatory Creek Improvements project. Preliminary locations of areas to be to be acquired are presented

in **Attachment 2 – Phase 1 Property Map** and **Attachment 3 – Phase 2 Property Map**.

Scope of Services for POSAC Funding – As previously stated, easement and ROW areas to be acquired were originally identified in the **PER** and **30% Designs**. Considering the limitations of POSAC funding and the purchase price of real estate based on estimates, our approach in acquiring real estate considers the following:

- **Priority Area 1** – Start by acquiring easements located in the Phase 2 Area to be used for trails. This considers the ongoing work with the San Marcos River Foundation and the San Marcos Greenbelt Alliance.
- **Priority Area 2** – Once the Phase 2 Area costs are determined, start the process to acquire easements and ROW located in the Phase 1 Area to be used for trails and flood mitigation improvements.
- This process including monitoring funds.

For the properties identified in which easements or ROW will be acquired, the following scope of services will be conducted.

- **Property Title Search** - Conduct property title research and verify property owner proof of ownership and if there are any existing easements, claims, or liens on the property that could affect the purchase.
- **Boundary Surveys** - Conduct boundary surveys required to prepare metes and bounds descriptions and sketches utilizing existing monumentation controls.
- **Appraisals** – Conduct appraisals to determine the fair market value of the proposed real estate acquisition, and any damages or cost to the property owners due to the proposed real estate acquisitions.
- **Purchase ROW or Easements** - Provide property owners with a bona fide offer to purchase the necessary real estate interests necessary to construct the proposed project improvements in accordance with local, state, and federal laws and regulations.
- **Closing the Transaction** – If negotiations are successful, the City will compensate the property owner for the agreed upon purchase price and record the conveyance document necessary to consummate the real estate acquisition.

In addition we are also proposing in preparing a monthly **Progress Report** to be submitted to Hays County (POSAC) summarizing work that has and will be conducted and project budget.

EXHIBIT B

Hays Park Bond 2020 – Funding Draw Request

Project Name: _____ Date of Request: _____
Sponsor Name: _____ Contact Person: _____
Sponsor Address: _____ Federal Tax ID: _____
City, State, Zip: _____ Phone Number: _____

Request Number	Total Funding Amount	Funds for:
	(Round all numbers to the nearest dollar)	<input type="checkbox"/> Land \$ _____
		<input type="checkbox"/> Soft Costs \$ _____
		<input type="checkbox"/> Construction \$ _____
		<input type="checkbox"/> Other \$ _____
1. Total Project Amount \$	_____	
2. 10 % Retainage - \$	_____	
3. Project Amt minus 10% retainage =	_____ (Line 1 minus Line 2)	Explanation: _____
4. Subtract total amount of current draw - \$	_____	
5. Available balance = \$	_____ (Line 1 minus Line 2)	
6. Subtract amount of current draw - \$	_____	
7. Balance after payment = \$	_____	
Is this your FINAL Draw?	<input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, continue to line 8)	
8. If this is your FINAL DRAW include 10% retainage + \$	_____ (Line 2)	
9. Total requested amount = \$	_____ (Line 6 plus Line 8)	

NOTE: The final request must be accompanied by documentation suitable to determine project completion (CO, Deed Recordation, etc).

Documentation required for the payment request includes:

1. Contractor/Consultant Payment Request
2. Progress Report w/ updated schedule
3. Documentation for Acquisition, to include deed and closing documents.
4. Documentation for soft costs to include invoices that show an itemization of the work completed.

The Sponsor certifies that this project request is for eligible expended costs in accordance with the HTF Program and that proper documentation has been included to support this request.

Sponsor Signature _____	Title _____	Date _____
Program Manager Signature _____	Title _____	Date _____
Hays County Staff Signature _____	Title _____	Date _____
Hays County Auditor Signature _____	Title _____	Date _____

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BUDA, TEXAS AND HAYS
COUNTY, TEXAS FOR THE IMPROVEMENT OF PARK FACILITIES AT SITES
OWNED BY THE CITY OF BUDA, TEXAS**

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas ("County") and the City of Buda, Texas ("City") under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority.

1.1 The purpose of this Agreement is to provide for the land acquisition as well as project design, bidding, and construction of various park improvements on multiple properties used for park and/or conservation purposes owned by the City. The Properties are all located within the corporate limits or the Extra Territorial Jurisdiction of the City of Buda in Hays County. Improvements for each of the Projects are described in Exhibits "A" attached hereto and incorporated herein by reference and collectively referred in this Agreement as "the Projects", and individually known as Project #1: Buda Eastside Regional Park, Project #2: Garison Park, Project #3: Garison Parkland Expansion, Project #4: Garlic Creek Trail, Project #5: Onion Creek Trail. As more specifically provided herein, the County is providing Bond Funds and the City will provide Matching Funds for improvement of the Projects. City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include parks and recreation.

- 1.2 The County's obligations under this Agreement include the funding of some of the improvements upon the Projects, which will enhance their utility as a public parks and/or trail and conservation areas, from the proceeds of bonds issued with the approval of the voters of Hays County, Texas at an election held on November 3, 2020 (the "Bond Funds"), authorizing the issuance of general obligation bonds in the amount of \$9,850,000.00 for parks, trails, recreation, and related projects.
- 1.3 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.
- 1.4 This Agreement has been approved by the Hays County Commissioner's Court and the Buda City Council as required by §791.011 of the Texas Government Code.

II. Term of Agreement.

- 2.1 This Agreement is made for a term beginning on the 24th day of February 2023 and shall remain in effect until the Projects have been completed, or until terminated by either Party under the terms of this Agreement.

III. City's Duties - General

- 3.1 City staff shall prepare bid documents and construction contract(s) (whether one or more, the "Construction Contract"), and shall award competitively bid contract(s) for construction and improvement of the Projects.
- 3.2 In consideration of County's obligations under this Agreement, City shall:
- a. Provide \$10,000,000.00 USD, which shall represent funds that match County's contribution of funds under this Agreement ("Matching Funds"). Said Matching Funds, approved by the voters of Buda, Texas on the November 2, 2021 ballot for improvement of the parks and open space projects described herein, are further

described in Section 4.4 of this Agreement.

- b. in any Construction Contract executed for improvement of the Projects, require payment and performance bonds, insurance, and all other terms and conditions that the City normally includes in a public park construction contract and in accordance with all applicable federal and state laws and city ordinances;
- c. in any Construction Contract executed for improvement of the Projects, provide that, regardless of the sources of funds to be paid to the Contractor, the funds that are paid to Contractor from the proceeds of the County's bond sale shall not exceed County's total contribution of Bond Funds for the particular Project on which Contractor is working, as cited in Exhibit "A", unless otherwise authorized under the terms found in Exhibit "A".

IV. City's Duties - Construction Phase of the Project.

- 4.1 The City shall monitor any Contractor's compliance with all terms and conditions of the Construction Contract. City staff shall notify Contractor, in writing of any deficiencies or defaults.
- 4.2 The City shall inspect the work done by any Contractor to verify the delivery of materials and completion of work as represented in each payment draw.
- 4.3 City staff shall review and approve payment draw requests and supporting documentation.
- 4.4 City hereby represents that County's grant of funds cited in Section 3.2(c) shall be matched by an equivalent amount of funding generated from the general obligation bonds for the planning, designing, constructing, improving and equipping of, and acquisition of real property for, parks approved at the November 2, 2021, municipal

bond election, and such other sources determined appropriate by the City (the "Matching Funds").

V. County's Rights and Duties.

5.1 County shall appoint a Program Manager to process and monitor the distribution of funds to City. Distribution of funds shall be performed in a series of draws, utilizing the Draw Request form attached hereto as Exhibit "C" and incorporated herein, for all purposes. Draw Requests shall be fulfilled after administrative approval of the request by the County's Program Manager and staff, with consideration given to the match provided by the City, as well as the intended uses of funding identified in the Draw Request.

5.2 County, or its designated Program Manager, shall, upon ten (10) days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures related to the Projects.

VI. Conditions Precedent.

6.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Buda City Council.

6.2 **Public Dedication of Park Improvements.** The City hereby presents evidence to the County that a) the Properties associated with all Projects are or will be burdened with a public dedication, or its equivalent, that runs with the land and grants a right of access to the public, with reasonable limitations on the time, place, and manner of the public's use ("Public Dedication").

VII. Amendments.

7.1 This Agreement can be amended only by written approval of the Hays County Commissioners Court and the Buda City Council.

VIII. Representations.

8.1 City and County each make the following representations to each other as inducements to enter into this Agreement:

- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
- b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
- c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
- d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf;
- e. That before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

IX. Severability.

9.1 If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

X. Entire Agreement.

10.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VII above.

XI. Interpretation

11.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XII. Applicable Law and Venue

12.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

XIII. Miscellaneous

13.1 If County determines that funds provided under this Agreement were not used for the purposes indicated and approved in the City's Draw Request(s), the County shall have a right to terminate this Agreement and seek reimbursement of the misspent funds. Termination shall be achieved after the County provides thirty (30) days' written notice to the City, offering the City an opportunity to cure its default status. If the City is able to cure its default status during the thirty (30) day term after notice, then the County shall withdraw its termination notice. Otherwise, termination shall become

effective at the conclusion of the thirty (30) day term.

- 13.2 The Parties agree that the funds paid by County under this Agreement shall not be utilized to fund in-house City operations or labor, shall not be utilized to pay for soft costs associated with any of the Projects named in this Agreement, and shall not be utilized to fund equipment that is anticipated to depreciate fully within twenty (20) years. County funds shall be utilized to secure real property interests and/or to implement capital improvements associated with the Projects identified herein.
- 13.3 The City agrees that any entrance signage, building signage, or advertising associated with the Projects identified herein shall include reference to Hays County as a contributor to the Projects. This section shall not pertain to directional signage or other signage posted to facilitate the functions of the Project. The County hereby gives permission to the City to utilize the Hays County Seal as a means of fulfilling its obligations under this Section. On or about the Effective Date of this Agreement, the County shall provide the City with electronic files of its Seal for fulfillment of this Section.

[Signatures to follow on next page]

EXECUTED IN DUPLICATE ORIGINALS THIS 24th DAY OF February

2023.

CITY OF BUDA, TEXAS

Micah Grau
BY: MICAH GRAU
CITY MANAGER

HAYS COUNTY, TEXAS

Ruben Beccera
BY: RUBEN BECCERA
COUNTY JUDGE

ATTEST:

Alicia Ramirez

BY: ALICIA RAMIREZ
CITY CLERK

Nicole Barrionto
Deputy City Clerk

ATTEST:

Madison Hish, Deputy

BY: ELAINE CARDENAS
HAYS COUNTY CLERK



Exhibit A
The Projects and plans

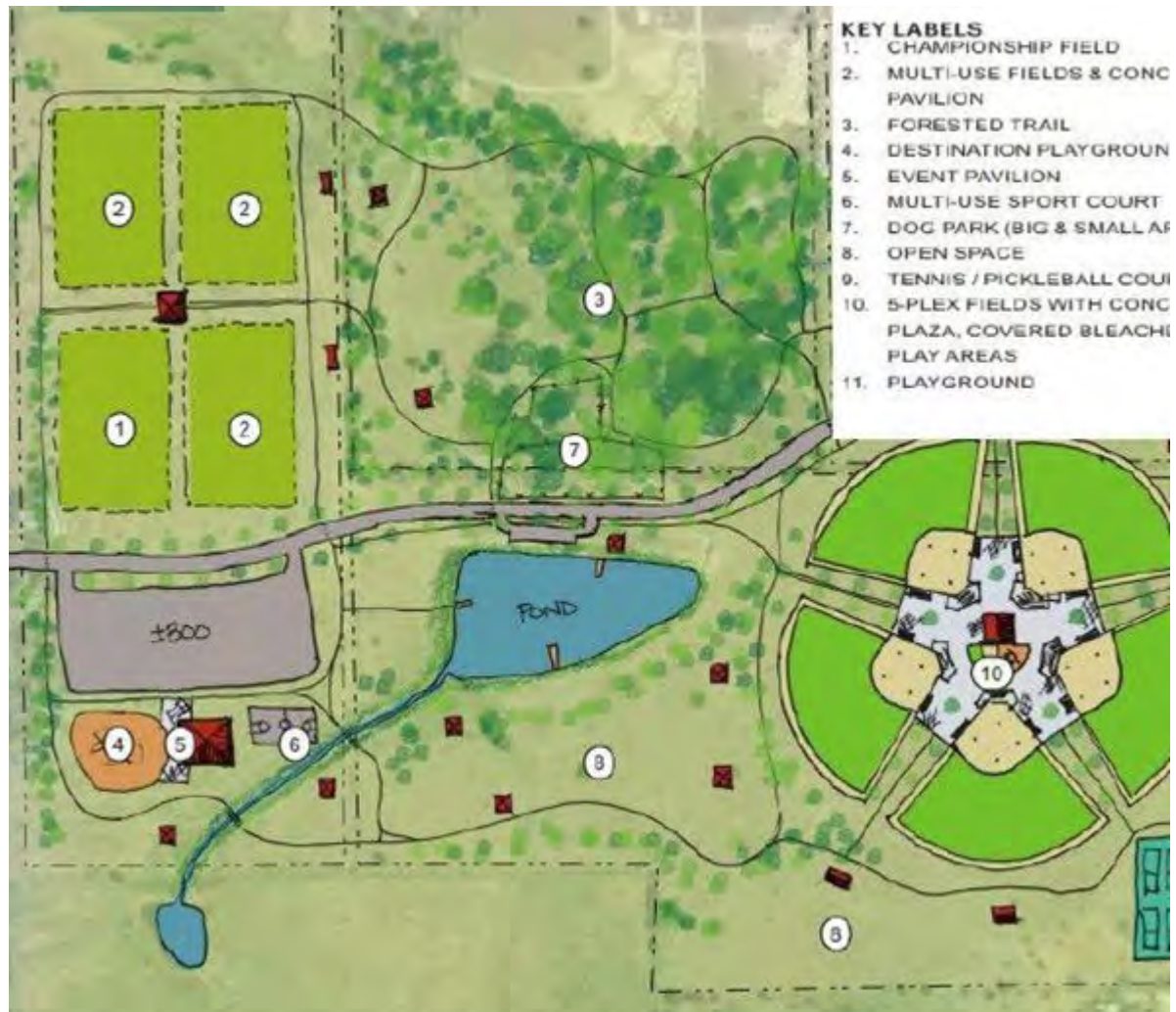
PROJECT #1: BUDA EASTSIDE REGIONAL PARK

Hays County's total contribution to the Buda Eastside Regional Park project shall not exceed \$2,000,000.00, excluding any funds granted by Hays County previous to this Agreement, unless City is able to complete one of the other Projects under this Agreement for less than the budgeted amount of Bond Funds for that Project, in which case, if approved by the County's Program Manager and the Hays County Auditor, the remaining funds from that Project may be applied to cost overruns associated with any other Project named herein. The land acquisition of a 60-80 acre site will be purchased from Bond Funds for the Buda Eastside Regional Park project.

TOTAL-+-+-+---+--+ \$2,000,000.00 (Bonds Funds and Matching Funds)

NOTE: All work to be designed and constructed to meet City of Buda codes & standards.

PROJECT#1: BUDA EASTSIDE REGIONAL PARK – CONCEPTUAL SITE
PLAN



PROJECT #2: GARISON PARK

Hays County's total contribution to the Garison Park project shall not exceed \$6,000,000.00, excluding any funds granted by Hays County previous to this Agreement, unless City is able to complete one of the other Projects under this Agreement for less than the budgeted amount of Bond Funds for that Project, in which case, if approved by the County's Program Manager and the Hays County Auditor, the remaining funds from that Project may be applied to cost overruns associated with any other Project named herein. The following is a breakdown of the improvements and amenities to be purchased from Bond Funds for the Garison Park project.

Park Elements:

River and Creek Access to Onion Creek Kayak/Canoe Launch area

Fishing Swimming Trails

Nature Center (Phase 2) Picnic Grove Boardwalk/Bird Blinds Prairie Restoration Parking

Restrooms

Scenic overlook areas

Site Utilities

Parking Areas

TOTAL-+-+-+---+--+ \$6,000,000.00 (Bonds Funds and Matching Funds)

NOTE: All work to be designed and constructed to meet City of Buda codes & standards

Illustrative Site Plan



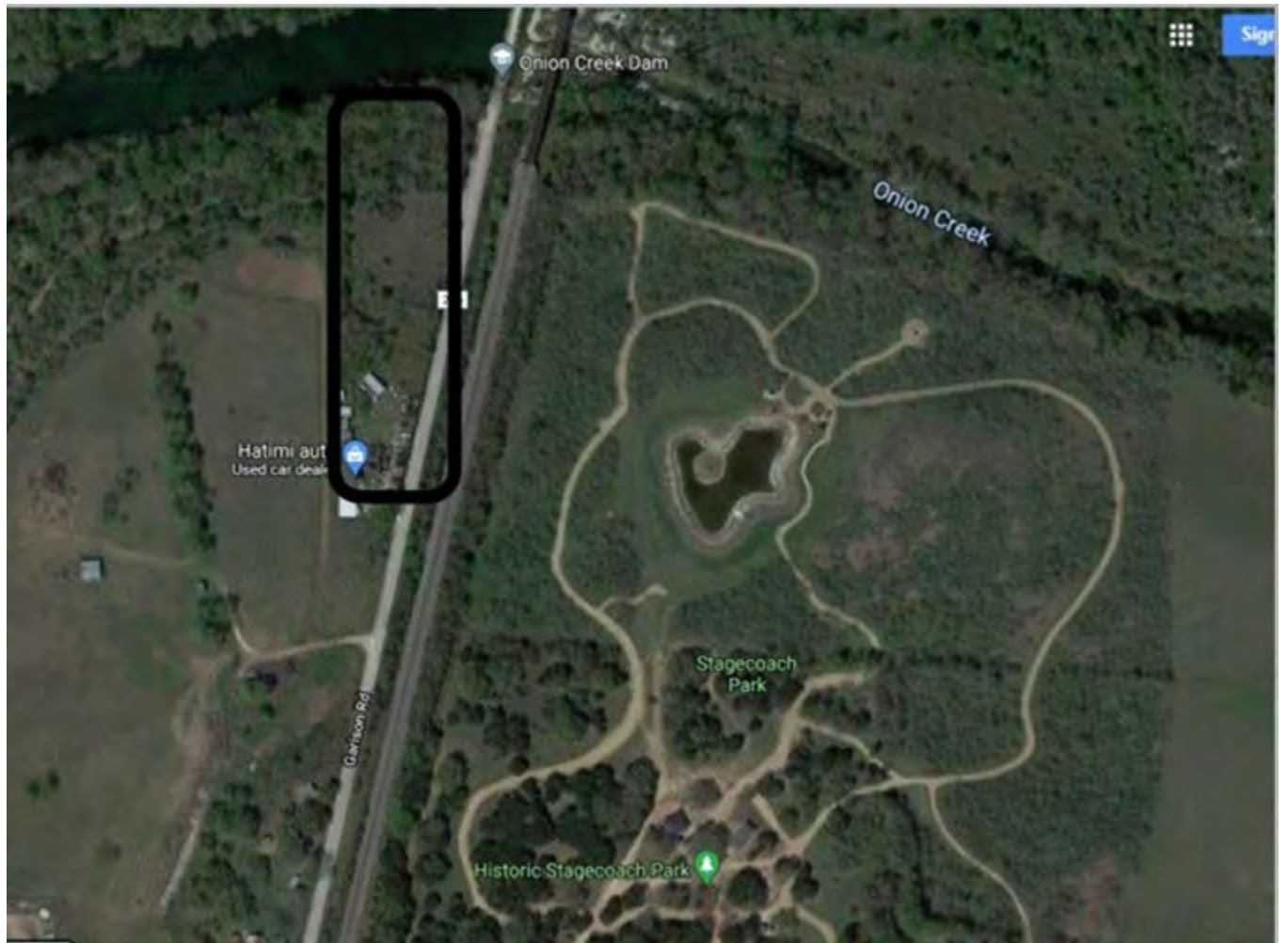
PROJECT #3: GARISON PARKLAND EXPANSION

Hays County's total contribution to the Garison Parkland Expansion project shall not exceed \$900,000.00, excluding any funds granted by Hays County previous to this Agreement, unless City is able to complete one of the other Projects under this Agreement for less than the budgeted amount of Bond Funds for that Project, in which case, if approved by the County's Program Manager and the Hays County Auditor, the remaining funds from that Project may be applied to cost overruns associated with any other Project named herein. The land acquisition of a 4 acre site will be purchased from Bond Funds for the Garison Parkland Expansion project.

TOTAL-+-+-+---+--+ \$900,000.00 (Bonds Funds and Matching Funds)

NOTE: All work to be designed and constructed to meet City of Buda codes & standards

PROJECT#3: GARISON PARKLAND EXPANSION – SITE
MAP



PROJECT #4: GARLIC CREEK TRAIL

Hays County's total contribution to the Garlic Creek Trail project shall not exceed \$400,000.00, excluding any funds granted by Hays County previous to this Agreement, unless City is able to complete one of the other Projects under this Agreement for less than the budgeted amount of Bond Funds for that Project, in which case, if approved by the County's Program Manager and the Hays County Auditor, the remaining funds from that Project may be applied to cost overruns associated with any other Project named herein. The following is a breakdown of the improvements and amenities to be purchased from Bond Funds for the Garlic Creek Trail project.

Park Elements:

Trail Design

Trail Amenities including: Trails, benches, pedestrian bridges TOTAL-+-+-+---+--+

\$400,000.00 (Bonds Funds and Matching Funds)

NOTE: All work to be designed and constructed to meet City of Buda codes & standards.

PROJECT#4: GARLIC CREEK TRAIL PROJECT - SITE MAP

- 8,010 LF CONCRETE TRAIL
- OPTION 1: 5' WIDE / 40,050 SF CONCRETE * \$7/SF = \$280,350
- OPTION 2: 6' WIDE / 48,060 SF CONCRETE * \$7/SF = \$336,420



PROJECT #5: ONION CREEK TRAIL

Hays County's total contribution to the Onion Creek Trail project shall not exceed \$550,000.00, excluding any funds granted by Hays County previous to this Agreement, unless City is able to complete one of the other Projects under this Agreement for less than the budgeted amount of Bond Funds for that Project, in which case, if approved by the County's Program Manager and the Hays County Auditor, the remaining funds from that Project may be applied to cost overruns associated with any other Project named herein. The following is a breakdown of the improvements and amenities to be purchased from Bond Funds for the Onion Creek Trail project.

Park Elements:

Design Fees Construction

Trails

Drainage

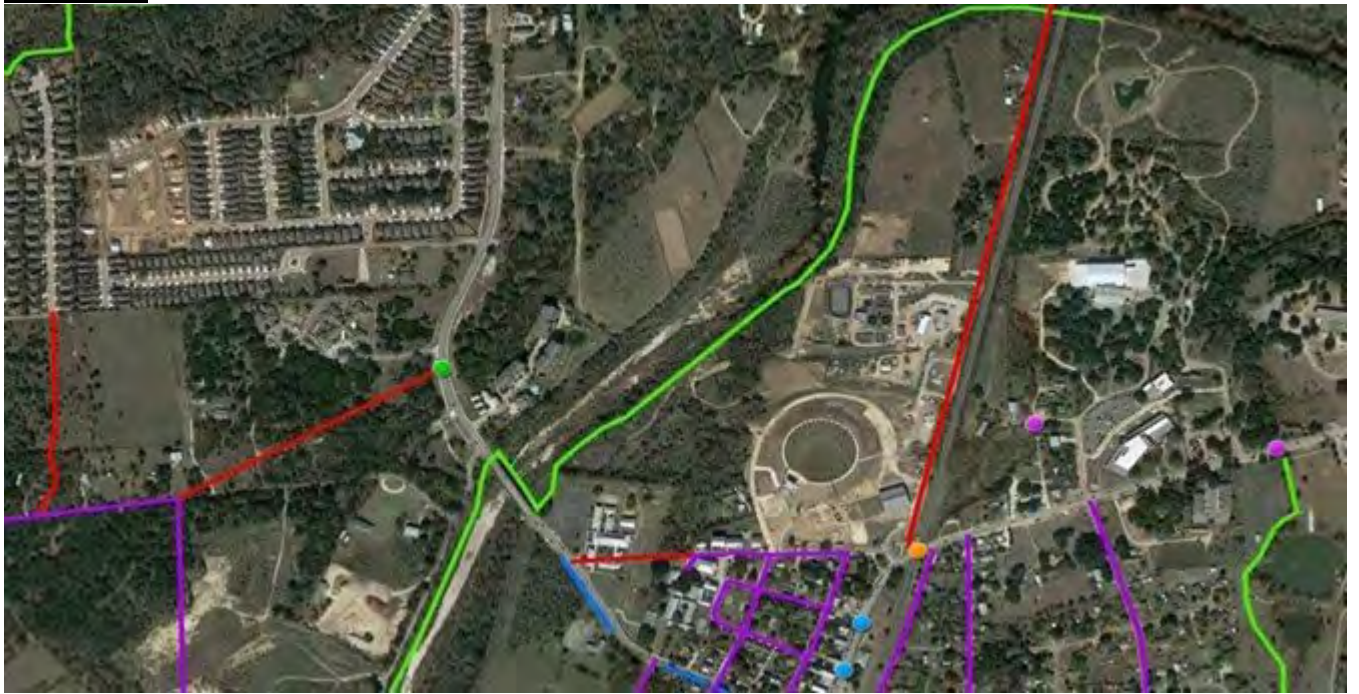
Materials

Pedestrian Bridges (if needed) Benches

TOTAL-+-+--+---+-+ \$550,000.00 (Bonds Funds and Matching Funds)

NOTE: All work to be designed and constructed to meet City of Buda codes & standards.

PROJECT#5: ONION CREEK TRAIL PROJECT - SITE MAP





Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Agenda Item:

Amend the County Clerk's Records Management Fund for additional continuing education funds related to the Tyler Technology annual conference held in May 2023. **BECERRA/CARDENAS**

Summary:

The County Clerk would like to utilize available Records Management Funds for staff training for the Tyler Conference held in San Antonio in May 2023. Tyler/Eagle is the County Clerk's primary operations platform. Due to the significant turn-over within the office, it would be beneficial for staff to attend this training as well as address new initiatives to enhance the training program for all Deputy Clerk's within the office.

Fiscal Impact:

Amount Requested: \$20,000

Line Item Number: 101-617-10.5551

Budget Office:

Source of Funds: Records Management & Archive Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$20,000 - Increase Continuing Education 101-617-10.5551

(\$20,000) - Decrease Contract Services 101-617-10.5548

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to award contract for IFB 2023-B11 Darden Hill @ Sawyer Ranch Roundabout to Aaron Concrete Contractors, LLC in the amount of \$3,587,296.50. **SMITH/BORCHERDING**

Summary:

On January 3, 2023, the Hays County Commissioners Court authorize the Purchasing Division to advertise and solicit for bids for IFB 2023-B11 Daren Hill @ Sawyer Ranch Roundabout. The Purchasing Division received two (2) bids from the following companies:

Aaron Concrete Contractors, LLC. \$3,587,296.50

Cox Commercial Construction \$3,598,601.20

After review of submitted bids and reference checks, it is staff's recommendation to award the contract to Aaron Concrete Contractors, LLC.

Fiscal Impact:

Amount Requested: \$3,587,296.50

Line Item Number: 035-804-96-867.5611_700

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond Fund (issued in 2019)

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation for Bid 2023-B11 Daren Hill @ Sawyer Ranch Roundabout

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

New Revenue Y/N?: N/A

Comments:

Attachments

IFB 2023-B11 Bid Tabulation

IFB 2023-B11 HNTB - Letter of Recommendation

PE Contract IFB 2023-B11

IFB 2023-B11 Darden Hill @ Sawyer Ranch Roundabout
1/26/2023 @ 1:00 pm
Bid Tabulation

[illegible]

February 9, 2023



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

Attention: Stephanie Hunt
First Assistant Hays County Auditor

Re: Hays County Road Bond Program
Darden Hill at Sawyer Ranch Roundabout
Hays County Project No. IFB 2023-B11
Recommendation of Award

Dear Ms. Hunt,

The apparent low bid from Aaron Concrete Contractors, LLC was found to be responsive and materially balanced.

The Purchasing Department provided the following summary of bids:

Firm	Total Bid	Rank
Aaron Concrete Contractors, LLC	\$3,588,396.50	1
Cox Commercial Construction	\$3,598,601.20	2

Aaron Concrete Contractors, LLC's submitted bid of \$3,588,396.50 was corrected during the bid evaluation and analysis process to \$3,587,296.50, which equates to a reduction of \$1,100.00. With this correction, Aaron Concrete Contractors, LLC remains the apparent low bidder, with a bid that was 18.2% higher than the Engineer's Estimate.

Aaron Concrete Contractors, LLC has successfully completed similar work for Hays County, the Texas Department of Transportation and SH 130 Concessions. Based on the reference checks we performed, we concur with the Design Engineer's (Doucet and Associates, Inc.) Recommendation

of Award for the Darden Hill at Sawyer Ranch Roundabout's Contract to Aaron Concrete Contractors, LLC in the amount of \$3,587,296.50.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

A handwritten signature in black ink, appearing to read "Maria Castanon", is written over a light blue rectangular background.

Maria Castanon, P.E.

VIA E-MAIL

Cc: Commissioner Smith, Hays County, Precinct 4
Jerry Borcharding, P.E. Hays County
Winton Porterfield, Hays County
Carlos Lopez, P.E., HNTB Corporation

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Aaron Concrete Construction	\$ 3,587,296.50	1	\$552,348.15	18.2%	-	-
Cox Commercial Construction	\$ 3,598,601.20	2	\$563,652.85	18.6%	\$11,304.70	0.3%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron Concrete Construction		Cox Commercial Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100 6002	PREPARING ROW	22.5	STA	\$ 2,963.06	\$ 66,668.85	\$ 2,200.00	\$ 49,500.00	\$ 10,000.00	\$ 225,000.00
2	105 6028	REMOVE STAB BASE & ASPH PAV (27")	14398	SY	\$ 12.00	\$ 172,776.00	\$ 23.00	\$ 331,154.00	\$ 18.00	\$ 259,164.00
3	105 6077	REMOVING STAB BASE & ASPH PAV (8")	2545	SY	\$ 18.00	\$ 45,810.00	\$ 11.00	\$ 27,995.00	\$ 11.50	\$ 29,267.50
4	110 6001	EXCAVATION (ROADWAY)	9873	CY	\$ 10.08	\$ 99,519.84	\$ 30.00	\$ 296,190.00	\$ 35.00	\$ 345,555.00
5	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	2595	CY	\$ 11.84	\$ 30,724.80	\$ 11.00	\$ 28,545.00	\$ 30.00	\$ 77,850.00
6	152 6001	ROAD GRADER WORK (ORD COMP)	22.5	STA	\$ 198.72	\$ 4,471.20	\$ 560.00	\$ 12,600.00	\$ 900.00	\$ 20,250.00
7	160 6003	FURNISHING AND PLACING TOPSOIL (4")	17182	SY	\$ 1.97	\$ 33,848.54	\$ 2.80	\$ 48,109.60	\$ 3.20	\$ 54,982.40
8	162 6002	BLOCK SODDING	3703	SY	\$ 6.22	\$ 23,032.66	\$ 7.60	\$ 28,142.80	\$ 7.00	\$ 25,921.00
9	164 6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	17182	SY	\$ 0.41	\$ 7,044.62	\$ 0.40	\$ 6,872.80	\$ 0.40	\$ 6,872.80
10	164 6055	BONDED FBR MTRX SEED (TEMP)(WARM)	17182	SY	\$ 0.69	\$ 11,855.58	\$ 0.80	\$ 13,745.60	\$ 0.70	\$ 12,027.40
11	164 6056	BONDED FBR MTRX SEED (TEMP)(COOL)	17182	SY	\$ 0.68	\$ 11,683.76	\$ 0.80	\$ 13,745.60	\$ 0.70	\$ 12,027.40
12	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	17182	SY	\$ 2.17	\$ 37,284.94	\$ 1.50	\$ 25,773.00	\$ 1.50	\$ 25,773.00
13	216 6001	PROOF ROLLING	6	HR	\$ 158.96	\$ 953.76	\$ 136.00	\$ 816.00	\$ 500.00	\$ 3,000.00
14	260 6002	LIME (HYDRATED LIME (SLURRY))	116	TON	\$ 271.30	\$ 31,470.80	\$ 290.00	\$ 33,640.00	\$ 270.00	\$ 31,320.00
15	260 6073	LIME TRT (SUBGRADE)(8")	14398	SY	\$ 4.20	\$ 60,471.60	\$ 4.00	\$ 57,592.00	\$ 7.50	\$ 107,985.00
16	292 6002	ASPHALT STAB BASE (GR 2)(PG 64)	2733	TON	\$ 94.23	\$ 257,530.59	\$ 160.00	\$ 437,280.00	\$ 112.00	\$ 306,096.00
17	310 6027	PRIME COAT(MC-30 OR AE-P)	2468	GAL	\$ 4.37	\$ 10,785.16	\$ 6.00	\$ 14,808.00	\$ 3.00	\$ 7,404.00
18	340 6106	D-GR HMA(SQ) TY-D PG64-22	4680	TON	\$ 110.31	\$ 516,250.80	\$ 168.00	\$ 786,240.00	\$ 110.00	\$ 514,800.00
19	462 6003	CONC BOX CULV (4 FT X 2 FT)	121	LF	\$ 350.03	\$ 42,353.63	\$ 536.00	\$ 64,856.00	\$ 500.00	\$ 60,500.00
20	464 6005	RC PIPE (CL III)(24 IN)	64	LF	\$ 97.83	\$ 6,261.12	\$ 170.00	\$ 10,880.00	\$ 195.00	\$ 12,480.00
21	467 6132	SET (TY I)(S= 4 FT)(HW= 2 FT)(4:1) (C)	2	EA	\$ 5,044.70	\$ 10,089.40	\$ 5,500.00	\$ 11,000.00	\$ 10,000.00	\$ 20,000.00
22	467 6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	4	EA	\$ 2,628.00	\$ 10,512.00	\$ 2,900.00	\$ 11,600.00	\$ 3,000.00	\$ 12,000.00
23	496 6004	REMOV STR (SET)	4	EA	\$ 1,554.43	\$ 6,217.72	\$ 450.00	\$ 1,800.00	\$ 500.00	\$ 2,000.00
24	496 6006	REMOV STR (HEADWALL)	2	EA	\$ 2,807.34	\$ 5,614.68	\$ 900.00	\$ 1,800.00	\$ 3,000.00	\$ 6,000.00
25	496 6007	REMOV STR (PIPE)	267	LF	\$ 21.70	\$ 5,793.90	\$ 21.00	\$ 5,607.00	\$ 35.00	\$ 9,345.00
26	500 6001	MOBILIZATION	1	LS	\$ 275,904.40	\$ 275,904.40	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
27	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	\$ 37,628.36	\$ 225,770.16	\$ 3,200.00	\$ 19,200.00	\$ 6,000.00	\$ 36,000.00
28	506 6003	ROCK FILTER DAMS (INSTALL) (TY 3)	150	LF	\$ 93.09	\$ 13,963.50	\$ 58.00	\$ 8,700.00	\$ 55.00	\$ 8,250.00
29	506 6011	ROCK FILTER DAMS (REMOVE)	150	LF	\$ 16.11	\$ 2,416.50	\$ 41.00	\$ 6,150.00	\$ 40.00	\$ 6,000.00
30	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	3611	LF	\$ 3.84	\$ 13,866.24	\$ 4.50	\$ 16,249.50	\$ 4.00	\$ 14,444.00
31	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	3611	LF	\$ 0.40	\$ 1,444.40	\$ 1.00	\$ 3,611.00	\$ 1.00	\$ 3,611.00
32	506 6040	BIODEG EROSN CONT LOGS (INSTL) (8")	86	LF	\$ 6.42	\$ 552.12	\$ 4.60	\$ 395.60	\$ 4.00	\$ 344.00
33	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	86	LF	\$ 4.08	\$ 350.88	\$ 1.00	\$ 86.00	\$ 1.00	\$ 86.00
34	508 6001	CONSTRUCTING DETOURS	2545	SY	\$ 135.43	\$ 344,669.35	\$ 80.00	\$ 203,600.00	\$ 90.00	\$ 229,050.00
35	528 6002	COLORLED TEXTURED CONC (6")	584	SY	\$ 211.77	\$ 123,673.68	\$ 115.00	\$ 67,160.00	\$ 205.00	\$ 119,720.00
36	529 6008	CONC CURB & GUTTER (TY II)	2215	LF	\$ 16.06	\$ 35,572.90	\$ 30.00	\$ 66,450.00	\$ 30.00	\$ 66,450.00
37	530 6005	DRIVEWAYS (ACP)	229	SY	\$ 93.06	\$ 21,310.74	\$ 30.00	\$ 6,870.00	\$ 110.00	\$ 25,190.00
38	530 6008	TURNOUTS (ACP)	68	SY	\$ 150.00	\$ 10,200.00	\$ 52.00	\$ 3,536.00	\$ 125.00	\$ 8,500.00
39	531 6016	CURB RAMPS (TY 21)	8	EA	\$ 2,000.00	\$ 16,000.00	\$ 2,500.00	\$ 20,000.00	\$ 2,000.00	\$ 16,000.00
40	552-6001	WIRE FENCE (TY A)	470	LF	\$ 28.51	\$ 13,399.70	\$ 18.00	\$ 8,460.00	\$ 30.00	\$ 14,100.00
41	644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	29	EA	\$ 568.24	\$ 16,478.96	\$ 800.00	\$ 23,200.00	\$ 700.00	\$ 20,300.00
42	644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	4	EA	\$ 659.67	\$ 2,638.68	\$ 870.00	\$ 3,480.00	\$ 750.00	\$ 3,000.00
43	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	2	EA	\$ 654.30	\$ 1,308.60	\$ 690.00	\$ 1,380.00	\$ 600.00	\$ 1,200.00
44	644 6076	REMOVE SM RD SN SUP&AM	6	EA	\$ 104.63	\$ 627.78	\$ 116.00	\$ 696.00	\$ 100.00	\$ 600.00
45	644 6078	REMOVE SM RD SN SUP&AM (SIGN ONLY)	1	EA	\$ 400.00	\$ 400.00	\$ 35.00	\$ 35.00	\$ 50.00	\$ 50.00
46	662 6063	WK ZN PAV MRK REMOV (W)4"(SLD)	1169	LF	\$ 0.81	\$ 946.89	\$ 1.50	\$ 1,753.50	\$ 1.00	\$ 1,169.00
47	662 6075	WK ZN PAV MRK REMOV (W)24"(SLD)	46	LF	\$ 12.32	\$ 566.72	\$ 14.50	\$ 667.00	\$ 15.00	\$ 690.00
48	662 6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	7226	LF	\$ 0.80	\$ 5,780.80	\$ 1.50	\$ 10,839.00	\$ 1.00	\$ 7,226.00
49	666 6002	REFL PAV MRK TY I (W)4"(BRK)(090MIL)	67	LF	\$ 1.50	\$ 100.50	\$ 0.75	\$ 50.25	\$ 2.50	\$ 167.50
50	666 6005	REFL PAV MRK TY I (W)4"(DOT)(090MIL)	50	LF	\$ 1.50	\$ 75.00	\$ 0.75	\$ 37.50	\$ 2.50	\$ 125.00
51	666 6011	REFL PAV MRK TY I (W)4"(SLD)(090MIL)	3300	LF	\$ 0.55	\$ 1,815.00	\$ 0.75	\$ 2,475.00	\$ 1.00	\$ 3,300.00
52	666 6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	42	LF	\$ 0.63	\$ 26.46	\$ 2.15	\$ 90.30	\$ 3.50	\$ 147.00
53	666 6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	833	LF	\$ 0.70	\$ 583.10	\$ 2.15	\$ 1,790.95	\$ 2.00	\$ 1,666.00
54	666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	342	LF	\$ 10.63	\$ 3,635.46	\$ 15.00	\$ 5,130.00	\$ 8.00	\$ 2,736.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Aaron Concrete Construction		Cox Commercial Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
55	666 6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	14	EA	\$ 150.28	\$ 2,103.92	\$ 232.00	\$ 3,248.00	\$ 400.00	\$ 5,600.00
56	666 6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	7	EA	\$ 119.14	\$ 833.98	\$ 290.00	\$ 2,030.00	\$ 450.00	\$ 3,150.00
57	666 6098	REF PAV MRK TY I(W)18"(YLD TRI)(090MIL)	55	EA	\$ 40.00	\$ 2,200.00	\$ 64.00	\$ 3,520.00	\$ 50.00	\$ 2,750.00
58	666 6125	REFL PAV MRK TY I (Y)4"(SLD)(090MIL)	3794	LF	\$ 0.55	\$ 2,086.70	\$ 0.75	\$ 2,845.50	\$ 1.00	\$ 3,794.00
59	677 6001	ELIM EXT PAV MRK & MRKS (4")	1079	LF	\$ 0.36	\$ 388.44	\$ 4.00	\$ 4,316.00	\$ 1.30	\$ 1,402.70
60	1004 6001	TREE PROTECTION	1	EA	\$ 1,898.84	\$ 1,898.84	\$ 290.00	\$ 290.00	\$ 300.00	\$ 300.00
61	509S-1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)	1584	LF	\$ 4.00	\$ 6,336.00	\$ 1.00	\$ 1,584.00	\$ 5.00	\$ 7,920.00
62	510-AW 16" Dia	PIPE, 16" DIA. DUCTILE IRON (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	642	LF	\$ 219.00	\$ 140,598.00	\$ 250.00	\$ 160,500.00	\$ 250.00	\$ 160,500.00
63	510-AW 8" Dia	PIPE, 8" DIA. DUCTILE IRON (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	942	LF	\$ 94.00	\$ 88,548.00	\$ 130.00	\$ 122,460.00	\$ 170.00	\$ 160,140.00
64	510-KW	16" CUT-IN TEE	1	EA	\$ 7,517.00	\$ 7,517.00	\$ 15,500.00	\$ 15,500.00	\$ 7,000.00	\$ 7,000.00
65	510-KW	6" CUT-IN TEE	3	EA	\$ 1,955.00	\$ 5,865.00	\$ 4,800.00	\$ 14,400.00	\$ 4,500.00	\$ 13,500.00
66	511S-A	GATE, DUCTILE IRON, 16" DIAMETER	5	EA	\$ 10,628.00	\$ 53,140.00	\$ 12,200.00	\$ 61,000.00	\$ 9,500.00	\$ 47,500.00
67	511S-A	GATE, DUCTILE IRON, 8" DIAMETER	6	EA	\$ 2,528.00	\$ 15,168.00	\$ 3,600.00	\$ 21,600.00	\$ 2,750.00	\$ 16,500.00
68	511S-A	GATE, DUCTILE IRON, 6" DIAMETER	6	EA	\$ 1,923.00	\$ 11,538.00	\$ 3,200.00	\$ 19,200.00	\$ 2,000.00	\$ 12,000.00
69	511S-B	FIRE HYDRANTS (SEE STANDARD NO. 511S-17)	1	EA	\$ 5,573.00	\$ 5,573.00	\$ 8,000.00	\$ 8,000.00	\$ 5,200.00	\$ 5,200.00
70	511S-F	6" & 2" PRV & VAULT ASSEMBLY	1	EA	\$ 32,184.00	\$ 32,184.00	\$ 37,000.00	\$ 37,000.00	\$ 65,000.00	\$ 65,000.00
71	604S-E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	4730	SY	\$ 3.00	\$ 14,190.00	\$ 1.20	\$ 5,676.00	\$ 1.50	\$ 7,095.00
72	642S	SILT FENCE FOR EROSION CONTROL	335	LF	\$ 5.00	\$ 1,675.00	\$ 5.20	\$ 1,742.00	\$ 4.50	\$ 1,507.50
TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 3,034,948.35		\$ 3,587,296.50		\$ 3,598,601.20	
ACTUAL BID PROPOSAL					\$ 3,034,948.35		\$ 3,588,396.50		\$ 3,598,601.20	
ADJUSTMENT DIFFERENCE					\$ -		\$ (1,100.00)		\$ -	



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817
DoucetEngineers.com

CONFIRMATION LETTER

January 31, 2023

Mr. Antonio Rodriguez, PE
HNTB Corporation
9601 McAllister Freeway, Suite 1001
San Antonio, TX 78216

Re: Hays County Road Bond Program
IFB 2022-B08-Darden Hill at Sawyer Ranch Roundabout

Recommendation of Contractor Bid

Dear Mr. Rodriguez,

Based on the bids received for the request for sealed bids that was issued for Darden Hill at Sawyer Ranch Roundabout improvements, the low bidder was Aaron Concrete Contractors, L.P. with a base bid of \$3,587,296.50. Please see attached Bid Summary.

After review of all bids, we recommend that you accept Aaron Concrete Contractors, L.P. for the proposed project for the Darden Hill at Sawyer Ranch Roundabout.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Doucet & Associates, Inc.

David Speicher, PE, ENV SP
Regional Director, Transportation and Public Works

Telephone Interview Reference Check

IFB 2023-B11 Darden Hill at Sawyer Ranch Roundabout

Solicitation Number & Name: _____

Respondent Name:	Aaron Concrete Contractors, LLC
Company to be contacted as a Reference:	SH 130 Concessions
Name & Title of Designated Reference:	Chris Procopio, Operation Manager
Contact Number for Designated Reference:	512-783-4969
Point of Contact Information for Individual Responding to Reference Check if Different than Point of Contact Designated in the Response:	

Introduction: Hello, my name is Paula Gruber with HNTB Corporation [Hays County GEC]. We are currently evaluating vendor proposals for Darden Hill at Sawyer Ranch Roundabout project and checking vendor references. Your name and number were provided to us as a reference for Aaron Concrete Contractors, LLC.

Questions:

1. Has the vendor provided [description of products/services] to your organization in the past 3 years? ☒ Yes ☐ No
2. How long has the vendor provided [description of products/services] to your organization?
18 months to 2 years.
3. What is the approximate annual value of the vendor's contract?
\$10 million to \$12 million total contract. Vendor was Prime on contract.
4. Did the vendor stay within budget? ☒ Yes ☐ No
5. On a rating scale of 0 to 3 – where (0) Unsatisfactory, (1) Marginally Satisfactory, (2) Satisfactory, (3) Exceeds Expectations, and (N/A) Not Applicable – please provide answers to the following questions:
 - a. How satisfied was your organization with the timeliness of the vendor's delivery of products or performance of services under the contract?
☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond
 - b. How satisfied was your organization with the skill, knowledge, cooperativeness, and professional manner of the personnel assigned by the vendor?
☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond
 - c. How satisfied was your organization with the vendor's ability to resolve problems?
☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond

d. How satisfied was your organization with the vendor's customer service?

☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond

e. Overall, how satisfied was your organization with the vendor's performance?

☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond

6. Do you have any Comments? ☒ Yes ☐ No

Vendor is on top of things a lot more than most in the industry.

Reference Check Conducted By:

Printed Name:	Paula Gruber
Date & Time:	January 30, 2023 9:02 AM
Signature:	<i>Paula Gruber</i>

Reference check activities were unsuccessful for the following reason(s):

☐ Designated point of contact declines to answer any questions.

☐ Designated point of contact information provided in response was incorrect.

☐ Designated point of contact was determined to be "unavailable" after ____ unsuccessful attempts on the following dates and times:

☐ Other:

Telephone Interview Reference Check

Solicitation Number & Name: IFB 2023-B11 Darden Hill at Sawyer Ranch Roundabout

Respondent Name:	Aaron Concrete Contractors, LLC
Company to be contacted as a Reference:	Texas Department of Transportation (TxDOT)
Name & Title of Designated Reference:	Jason Hudson, P.E., Senior Project Manager/Super Inspector Georgetown Area Office
Contact Number for Designated Reference:	512-930-6012
Point of Contact Information for Individual Responding to Reference Check if Different than Point of Contact Designated in the Response:	Jason Cavness, TxDOT North Travis Area Office 512-997-2201 (Project was constructed under North Travis Area Office supervision)

Introduction: Hello, my name is Paula Gruber with HNTB Corporation [Hays County GEC]. We are currently evaluating vendor proposals for Darden Hill at Sawyer Ranch Roundabout project and checking vendor references. Your name and number were provided to us as a reference for Aaron Concrete Contractors, LLC.

Questions:

- Has the vendor provided [description of products/services] to your organization in the past 3 years? ☒ Yes ☐ No
- How long has the vendor provided [description of products/services] to your organization? Over five years on multiple projects.
- What is the approximate annual value of the vendor's contract? Approximately \$2 million annual value; total contract value \$6 million. Vendor was Prime on contract.
- Did the vendor stay within budget? ☐ Yes ☒ No Only due to utility delays that were beyond the control of the Vendor.
- On a rating scale of 0 to 3 – where (0) Unsatisfactory, (1) Marginally Satisfactory, (2) Satisfactory, (3) Exceeds Expectations, and (N/A) Not Applicable – please provide answers to the following questions:
 - How satisfied was your organization with the timeliness of the vendor's delivery of products or performance of services under the contract?
☐ 0, ☐ 1, ☒ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond
 - How satisfied was your organization with the skill, knowledge, cooperativeness, and professional manner of the personnel assigned by the vendor?
☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond
 - How satisfied was your organization with the vendor's ability to resolve problems?
☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond

d. How satisfied was your organization with the vendor's customer service?

☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond

e. Overall, how satisfied was your organization with the vendor's performance?

☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond

6. Do you have any Comments? ☒ Yes ☐ No

Vendor had great ability to keep project moving forward with delays encountered.

Reference Check Conducted By:

Printed Name:	Paula Gruber
Date & Time:	February 6, 2023 10:28 AM
Signature:	<i>Paula Gruber</i>

Reference check activities were unsuccessful for the following reason(s):

☐ Designated point of contact declines to answer any questions.

☐ Designated point of contact information provided in response was incorrect.

☐ Designated point of contact was determined to be "unavailable" after ____ unsuccessful attempts on the following dates and times:

☐ Other:

Telephone Interview Reference Check

Solicitation Number & Name: IFB 2023-B11 Darden Hill at Sawyer Ranch Roundabout

Respondent Name:	Aaron Concrete Contractors, LLC
Company to be contacted as a Reference:	Texas Department of Transportation (TxDOT)
Name & Title of Designated Reference:	Ryan McCabe, Head Inspector, TxDOT South Austin Area Office
Contact Number for Designated Reference:	512-619-8560
Point of Contact Information for Individual Responding to Reference Check if Different than Point of Contact Designated in the Response:	

Introduction: Hello, my name is Paula Gruber with HNTB Corporation [Hays County GEC]. We are currently evaluating vendor proposals for Darden Hill at Sawyer Ranch Roundabout project and checking vendor references. Your name and number were provided to us as a reference for Aaron Concrete Contractors, LLC.

Questions:

1. Has the vendor provided roadway construction services to your organization in the past 3 years?
☐ Yes ☐ No
2. How long has the vendor provided roadway construction services to your organization?

3. What is the approximate annual value of the vendor's contract?

4. Did the vendor stay within budget? ☐ Yes ☐ No
5. On a rating scale of 0 to 3 – where (0) Unsatisfactory, (1) Marginally Satisfactory, (2) Satisfactory, (3) Exceeds Expectations, and (N/A) Not Applicable – please provide answers to the following questions:
 - a. How satisfied was your organization with the timeliness of the vendor's delivery of products or performance of services under the contract?
☐ 0, ☐ 1, ☐ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond
 - b. How satisfied was your organization with the skill, knowledge, cooperativeness, and professional manner of the personnel assigned by the vendor?
☐ 0, ☐ 1, ☐ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond
 - c. How satisfied was your organization with the vendor's ability to resolve problems?
☐ 0, ☐ 1, ☐ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

d. How satisfied was your organization with the vendor's customer service?

☐ 0, ☐ 1, ☐ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

e. Overall, how satisfied was your organization with the vendor's performance?

☐ 0, ☐ 1, ☐ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

6. Do you have any Comments? ☐ Yes ☐ No

Reference Check Conducted By:

Printed Name:	Paula Gruber
Date & Time:	February 6, 2023 4:32 PM (Baumann); February 7, 2023 2:42 PM (Semora)
Signature:	<i>Paula Gruber</i>

Reference check activities were unsuccessful for the following reason(s):

☐ Designated point of contact declines to answer any questions.

☐ Designated point of contact information provided in response was incorrect.

☐ Designated point of contact was determined to be "unavailable" after ____ unsuccessful attempts on the following dates and times:

☒ Other:

Ryan McCabe is no longer with the TxDOT South Austin Area Office. I confirmed with the current

TxDOT South Austin Area Office Asst. Area Engineer Mark Baumann that there is no longer anyone

at the South Austin Area Office who has direct knowledge of Aaron Concrete Contractors, LLC's experience

working on the referenced project and who could provide a reference. Based on follow-up reference contact information provided by the Hays County Auditor's Office, I contacted Willie Semora, South Austin Area Office Engineer, who confirmed that he could not give a vendor reference for the referenced project, since he was not at the South Austin Area Office at the time of project construction.

Telephone Interview Reference Check

Solicitation Number & Name: IFB 2023-B11 Darden Hill at Sawyer Ranch Roundabout

Respondent Name:	Aaron Concrete Contractors, LLC
Company to be contacted as a Reference:	HNTB Corporation (Hays County GEC); Vendor reference project is Winters Mill Parkway at RM 3237 Intersection
Name & Title of Designated Reference:	Victor Vargas, P.E, Sr. Construction Manager
Contact Number for Designated Reference:	512-636-8607
Point of Contact Information for Individual Responding to Reference Check if Different than Point of Contact Designated in the Response:	

Introduction: Hello, my name is Paula Gruber with HNTB Corporation [Hays County GEC]. We are currently evaluating vendor proposals for Darden Hill at Sawyer Ranch Roundabout project and checking vendor references. Your name and number were provided to us as a reference for Aaron Concrete Contractors, LLC.

Questions:

- Has the vendor provided roadway construction services to your organization in the past 3 years?
☒ Yes ☐ No
- How long has the vendor provided roadway construction services to your organization?
2 years
- What is the approximate annual value of the vendor's contract?
\$2.05 million annual/total contract value. Vendor is Prime on contract.
- Did the vendor stay within budget? ☒ Yes ☐ No Vendor currently is staying within budget; Vendor has completed 70% of work days as stated in contract.
- On a rating scale of 0 to 3 – where (0) Unsatisfactory, (1) Marginally Satisfactory, (2) Satisfactory, (3) Exceeds Expectations, and (N/A) Not Applicable – please provide answers to the following questions:
 - How satisfied was your organization with the timeliness of the vendor's delivery of products or performance of services under the contract?
☐ 0, ☐ 1, ☒ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond
 - How satisfied was your organization with the skill, knowledge, cooperativeness, and professional manner of the personnel assigned by the vendor?
☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond
 - How satisfied was your organization with the vendor's ability to resolve problems?
☐ 0, ☐ 1, ☐ 2, ☒ 3, ☐ N/A, ☐ Declined to Respond

d. How satisfied was your organization with the vendor's customer service?

☐ 0, ☐ 1, ☒ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

e. Overall, how satisfied was your organization with the vendor's performance?

☐ 0, ☐ 1, ☒ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

6. Do you have any Comments? ☐ Yes ☒ No

Reference Check Conducted By:

Printed Name:	Paula Gruber
Date & Time:	February 8, 2023 12:12 PM
Signature:	<i>Paula Gruber</i>

Reference check activities were unsuccessful for the following reason(s):

☐ Designated point of contact declines to answer any questions.

☐ Designated point of contact information provided in response was incorrect.

☐ Designated point of contact was determined to be "unavailable" after ____ unsuccessful attempts on the following dates and times:

☐ Other:

STANDARD FORM OF CONTRACT

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 **AARON CONCRETE CONTRACTORS, LLC** (hereinafter called “Contractor”).

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree 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-B11 - DARDEN HILL AT SAWYER RANCH ROUNDABOUT

Article 2. Engineer of Record

The Project has been designed by DOUCET AND ASSOCIATES, 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 in **182 calendar days** (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 completion 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 Unit Price Work times the estimated quantity of that item as indicated in the Bid Form Schedule of Rates and Prices, and as totaled below:

TOTAL OF ALL UNIT PRICES: \$3,587,296.50

Three Million Five Hundred Eighty Seven Thousand Two hundred Ninety Six (dollars) and fifty cents.

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classification 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 have 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 the 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 under the laws of 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 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 all 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 by-laws, 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 or 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 this 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 under County has or shall have any personal liability to Contractor or to 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 the 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
- 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 Addenda numbers 1 to 1, 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 indicated 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 no 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 of 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 connection 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 this 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 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.
- 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 the Contract Documents represent the entire and integrated 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 IMPLIED, 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, HAYS

AARON CONCRETE CONTRACTORS, LLC.

By: _____

Ruben Becerra,
Hays County Judge

By:  Aaron Gaberza

Title: President

[CORPORATE SEAL]

Attest _____

Attest 



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jerry H. Borcharding

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to approve a Change Order to the Professional Services Agreement between Hays County and WSB for additional engineering and inspection services related to the FM 2770 turn lane project. **INGALSBE/BORCHERDING**

Summary:

Additional TXDOT reviews outside the original scope justify additional fee. This change order also includes additional efforts regarding coordination with the County procurement office and with the Transportation Department.

Fiscal Impact:

Amount Requested: \$22,960

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, Request For Qualifications 2018-P08, Professional Engineering Services

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

New Revenue Y/N?: N/A

Comments:

Attachments

FM 2770 turn lane



Hays County Transportation Department Change Order Request Form

Date: 2/14/2023 Contract Performance Date: 5/19/2020

Project Name: FM 2770 at Flint Hills Driveway

Contract number: _____

Contractor/Consultant: WSB & Associates, Inc.

Change Order Number: 2

Change in Scope Necessitating Change-Order: Revised site conditions require additional coordination with TxDOT.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$112,546

Net Amount of Previously Authorized Change Order: \$ 24,160

Net Amount for this requested change order: \$22,960

Total Contract Amount with all change orders: \$159,666

Original Contract Performance Length: 548 Days

Net previous schedule change orders: 548 Days

Net Schedule adjustment requested this change order: 60 Days

Total performance days with change orders: 1156 Days

Contractor: JAMES KENNEDY Sign: [Signature] Date: 2-14-23

Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
FM 2770 AT FLINT HILLS DRIVEWAY
INTERSECTION IMPROVEMENTS
HAYS COUNTY TX

PROJECT DESCRIPTION

Project Limits

FM 2770 at Flint Hills Driveway; approximately 3500' NE of the FM 2770/FM 1626 intersection in Hays County TX.

Existing Facility

FM 2770 is a 2-lane roadway with minimal shoulders. There is a decel lane on FM 2770 for NB traffic turning right into an additional site driveway. There is no decel lane for SB traffic turning left into the driveway. There is no traffic signal or flashing beacons at the driveway.

Proposed Facility

The proposed improvements will include adding a decel lane for SB traffic turning left into the driveway, a modest decel lane for NB traffic turning left into a private driveway, and paved shoulders. The plans have been developed to a 90% level based on site operation assumptions. A meeting was conducted to confirm the access/operations assumptions. The site operates differently than previously assumed. Revisions to proposed improvements will be required to fully address access/operations. Proposed improvement limits will be revised. These revisions will affect all plans sheets in the plan set.

Design Criteria

No change

1. PROJECT MANAGEMENT

a. Communication:

- Designate one staff member as PM, responsible for the project management and communications with the County and its representatives. – no change

b. Monthly Progress Report, Invoices, and Billings (6 additional months assumed):

c. Quality Assurance and Quality Control (QA/QC) Process: additional QC review will be required for revised design details – no change

d. Project Coordination & Administration: no change

e. Progress/Coordination Meetings (2 additional external meetings assumed):

f. **Deliverables:**

- No change

2. SURVEY DATA COLLECTION

a) No change

3. ENVIRONMENTAL DOCUMENT DEVELOPMENT AND PERMITTING

No change

4. GEOTECHNICAL STUDIES

No change

5. TXDOT COORDINATION

TxDOT has increased coordination requirements on LOSA projects since the original contract execution. TxDOT now requires 10 additional documentation submissions along with construction project contract documents at both 90% and final submissions. There is substantial effort required to assemble these documents and review/respond to comments at the 90% submission.

a. Coordinate with TxDOT

- Meet with TxDOT staff to determine required documentation
- Meet with TxDOT to resolve comments on review of documentation

b. Develop and submit documents

- Develop form 1002
- Develop Construction Schedule
- Develop ROW/Utility/Railroad certifications
- Develop TxDOT General Notes file
- Develop form 1814
- Develop form 2229
- Develop Engineer's seal form
- Develop form 2442
- Develop form 2443
- Develop form 2699

c. Coordinate with Hays County procurement

- Review LOSA construction requirements
- Identify which LOSA requirements are applicable to the project
- Download/transmit requirements to Hays County procurement staff
- Coordinate with Hays County procurement staff to implement inclusion in construction contract

6. PRELIMINARY DESIGN

a. No change

7. UTILITIES

a. No change

8. PLANS, SPECIFICATIONS, & ESTIMATES (PS&E) DEVELOPMENT

1. **General** - No change

9. BID PHASE SERVICES

A. No change

10. CONSTRUCTION PHASE SERVICES

A. No change

11. The following items are not included in this project:

- RIGHT-OF-WAY (ROW) MAPPING
- SCHEMATIC DEVELOPMENT
- FEMA COORDINATION (INCLUDING CLOMR OR LOMR)
- GEOTECHNICAL SERVICES
- UTILITY COORDINATION OR RELOCATION ESTIMATES
- TRAFFIC SIGNAL OR FLASHING BEACON DESIGN
- CONSTRUCTION INSPECTION SERVICES
- MATERIAL TESTING SERVICES

EXHIBIT "B"

FM 2770 / FLINT HILLS Intersection Improvement Fee Estimate	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer I	Graduate Engineer I	Sr. Design Tech	Sr. Env. Scientist	Project Analyst I	Total Labor Hours	Task Cost
	\$230.00	\$210.00	\$190.00	\$145.00	\$105.00	\$145.00	\$145.00	\$105.00		
1. Project Management										
a. Develop monthly invoices, review subcontractor invoices, and billing		6							6	
b. Develop monthly progress reports		3							3	
c. QC/QA review of all submittals			6						6	
									0	
TASK HOURS SUB-TOTALS	0	9	6	0	0	0	0	0	15	
TASK FEE TOTAL	\$0.00	\$1,890.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,030.00
2. Survey Data Collection										
TASK HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	
TASK FEE TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
3. Environmental Document Development										
TASK HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	
TASK FEE TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
5. TxDOT Coordination										
a. Coordinate with TxDOT		10							10	
b. Develop TxDOT Docs and forms		20		32	32				84	
c. Coordinate with Hays County procurement office		8		20	10				38	
TASK HOURS SUB-TOTALS	0	38	0	52	42	0	0	0	132	
TASK TOTALS	\$0.00	\$7,980.00	\$0.00	\$7,540.00	\$4,410.00	\$0.00	\$0.00	\$0.00		\$19,930.00
6. Preliminary Design										
TASK HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	
TASK FEE TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
7. Utility Coordination										
a. Prepare utility layout									0	
b. Identify potential conflicts and meet with Provider to determine resolution alternatives									0	
c. Coordinate with County, Utility Providers to address conflicts									0	
d. Develop Utility Conflict certifications for TxDOT									0	
TASK HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	
TASK FEE TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
8. Update PS&E										
TASK HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	
TASK FEE TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
9. Bid Phase Services										
TASK HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	
TASK FEE TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
10. Construction Phase Services										
TASK HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	
TASK FEE TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
TOTAL LABOR HOURS	0	47	6	52	42	0	0	0	147	
TOTAL LABOR COSTS	\$0.00	\$9,870.00	\$1,140.00	\$7,540.00	\$4,410.00	\$0.00	\$0.00	\$0.00		\$22,960.00
% DISTRIBUTION OF STAFFING	0%	43%	5%	33%	19%	0%	0%	0%		

OTHER DIRECT EXPENSES	QUANTITY	UNIT	Rate	TOTAL
SUBTOTAL DIRECT EXPENSES				\$0.00

SUMMARY	
Subtotal Labor	\$22,960.00
Subtotal Direct Expenses	\$0.00
TOTAL FEE	\$22,960.00



Hays County Commissioners Court

Date: 02/28/2023

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement between Hays County and the Texas Department of Transportation relating to the Jacobs Well Road (CR 182) Improvement from 0.425 east of Mount Sharp Road to 0.6 miles east of Mount Sharp Road and amend the budget accordingly.

SHELL/BORCHARDING

Summary:

As part of the Hays County 2016 Road Bond Program, a Preliminary Engineering Report (PER) was prepared to analyze the Jacobs Well Road (CR 182) Corridor from FM 2325 to RM 12. The purpose of the PER was to identify recommendations for the corridor based on current conditions regarding poor sight distances, outdated design standards for the current roadway speed, curves that impact drivability and safety, and significant flooding events. Jacobs Well Road (CR 182) is a significant connector to FM 2325 and RM 12 with a history of crashes and flooding events, and growth is anticipated to continue to occur along the corridor with the location of a new primary school in the area.

One of the short-term improvements identified in the PER is improving the horizontal alignment of a curve on Jacobs Well Road (CR 182) in the area of Mount Sharp Road. Since the completion of the PER, the Texas Department of Transportation (TxDOT) identified Highway Safety Improvement Program (HSIP) construction funding for this improvement. The County is moving forward with the design, including engineering and environmental clearance. The Advance Funding Agreement (AFA) would memorialize the roles and responsibilities of TxDOT and Hays County for the construction. TxDOT would contribute \$673,342.00 in HSIP funding and indirect State costs, and Hays County would contribute an estimated total of \$136,621.00, which includes a 10% matching local share of construction and direct State costs. The project is estimated to be let by Hays County and begin construction in Spring 2025.

Fiscal Impact:

Amount Requested: \$136,621.00

Line Item Number: 020-710-00.5448_010

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Advanced Funding Agreement

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

New Revenue Y/N?: N/A

Comments:

Attachments

Jacobs Well Road (CR 182) Improvement AFA with TxDOT

Jacobs Well Road (CR 182) Improvement AFA Resolution

TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-098			CFDA No.	20.205
District #	14	AFA ID	Z00003429	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106				
Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program Off-System Project

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **County of Hays**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **design and construction of horizontal realignment on CR 182 (Jacob Well Road) from 0.425 east of Mt. Sharp Road to 0.6 miles east of Mt. Sharp Road in Hays County, Texas** . The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the

TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-098			CFDA No.	20.205
District #	14	AFA ID	Z00003429	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106				
Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road			AFA Not Used For Research & Development	

Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	N/A	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction of horizontal realignment on CR 182 (Jacob Well Road) from 0.425 east of Mt. Sharp Road to 0.6 miles east of Mt. Sharp Road in Hays County, Texas as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The

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State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

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- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is

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let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County of Hays County Judge 111 E. San Antonio Street, Ste. 202 San Marcos, Texas 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-098			CFDA No.	20.205
District #	14	AFA ID	Z00003429	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106				
Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road			<i>AFA Not Used For Research & Development</i>	

and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09->

TxDOT:				Federal Highway Administration:	
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[14/pdf/2010-22705.pdf](http://www.txdot.gov/pressroom/2010/09/14/pdf/2010-22705.pdf) and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:
<https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-098			CFDA No.	20.205
District #	14	AFA ID	Z00003429		
Code Chart 64 #	50106				
Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road				
<i>AFA Not Used For Research & Development</i>					

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Kenneth Stewart
Director of Contract Services

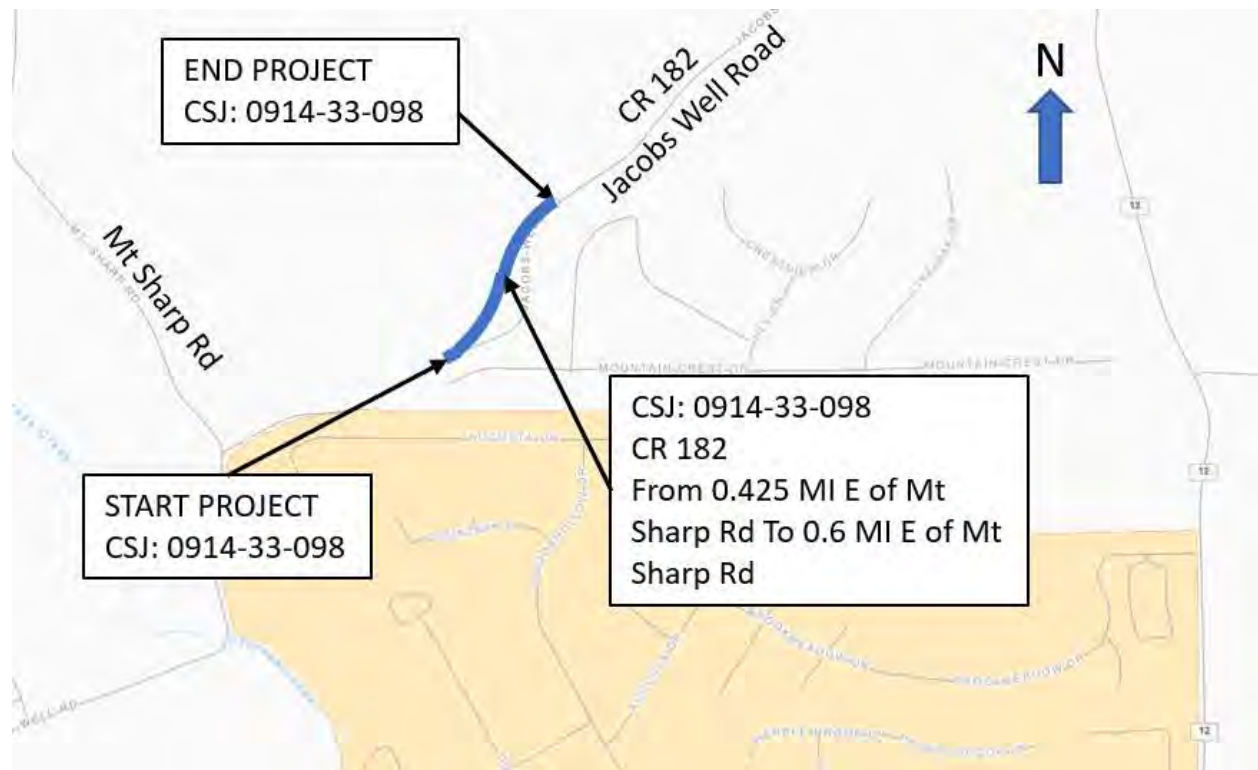
Ruben Becerra
County Judge

Date

Date

TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-098			CFDA No.	20.205
District #	14	AFA ID	Z00003429	CFDA Title	Highway Planning and Construction
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ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CSJ #	0914-33-098			CFDA No.	20.205
District #	14	AFA ID	Z00003429	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106				
Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 90% Federal funding and 10% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$710,801	90%	\$639,721	0%	\$0	10%	\$71,080
Subtotal	\$710,801		\$639,721		\$0		\$71,080
Environmental Direct State Costs	\$6,554	0%	\$0	0%	\$0	100%	\$6,554
Right of Way Direct State Costs	\$1,639	0%	\$0	0%	\$0	100%	\$1,639
Engineering Direct State Costs	\$9,831	0%	\$0	0%	\$0	100%	\$9,831
Utility Direct State Costs	\$1,639	0%	\$0	0%	\$0	100%	\$1,639
Construction Direct State Costs	\$45,878	0%	\$0	0%	\$0	100%	\$45,878
Indirect State Costs 4.73%	\$33,621	0%	\$0	100%	\$33,621	0%	\$0
TOTAL	\$809,963		\$639,721		\$33,621		\$136,621

Initial payment by the Local Government to the State: \$19,663

Payment by the Local Government to the State before construction: \$45,878

Estimated total payment by the Local Government to the State \$65,541

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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Project Name	CR 182(Jacobs Well Rd) and Mt. Sharp Road			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C RESOLUTION

A Resolution of the Hays County Commissioners' Court
Approving an Advance Funding Agreement for Highway Safety Improvement
Program Off-System Project (Jacobs Well Road (CR 182) from 0.425 east of Mount Sharp
Road to 0.6 miles east of Mount Sharp Road) and Authorizing the County Judge to
Execute the Agreement on behalf of Hays County

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the Jacobs Well Road (CR 182) is a significant connector to FM 2325 and RM 12 with a history of crashes and flooding events; and

WHEREAS, growth is anticipated to continue to occur along the Jacobs Well Road (CR 182) Corridor with the location of a new primary school in the area; and

WHEREAS, as part of the Hays County 2016 Road Bond Program, a Preliminary Engineering Report (PER) was prepared to analyze the Jacobs Well Road (CR 182) Corridor from FM 2325 to RM 12 with the purpose of identifying recommendations for the corridor based on current conditions regarding poor sight distances, outdated design standards for the current roadway speed, curves that impact drivability and safety, and significant flooding events; and

WHEREAS, one of the short-term improvements identified in the PER is improving the horizontal alignment of a curve on Jacobs Well Road (CR 182) in the area of Mount Sharp Road; and

WHEREAS, the Texas Department of Transportation (TxDOT) has identified Highway Safety Improvement Program (HSIP) construction funding for this improvement; and

WHEREAS, Hays County is moving forward with the design of this improvement, including engineering, environmental clearance, right-of-way mapping and construction bid phase services; and

WHEREAS, the Advance Funding Agreement would memorialize the roles and responsibilities of the Texas Department of Transportation and Hays County for the construction of this improvement; and

WHEREAS, the project is estimated to be let by Hays County and begin construction in Spring 2025;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners' Court:

- (a) That the Commissioners' Court of Hays County does hereby approve Advance Funding Agreement for Highway Safety Improvement Program Off-System Project (Jacobs Well Road (CR 182) from 0.425 east of Mount Sharp Road to 0.6 miles east of Mount Sharp Road) and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____ 2023.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Cohen
Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk



Hays County Commissioners Court

Date: 02/28/2023

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of Change Order No. 12 in the amount of \$1,077,457.36 to the Construction Contract with Sterling Delaware Holding Company for the FM 1626 South project from FM 2770 to RM 967 as part of the Pass-Through Finance Program and amend the budget accordingly. **SMITH/BORCHARDING**

Summary:

Change Order No. 12 provides the final balancing for the overruns/under runs of contract quantities on the project that are a result of unforeseeable differing site conditions and additional line items for force account items that were performed on the project by request of the County including modifications to plan sheets. This change order also addresses a new Contract item for a negotiated settlement and additional working days granted to cover additional items of work that were added throughout the life of the project.

This Change Order results in a net increase of \$1,077,457.36 to the contract amount, for an adjusted total contract amount of \$22,309,632.83. No additional days will be added or deducted at this time as a result of this Change Order.

Fiscal Impact:

Amount Requested: \$1,077,457.36

Line Item Number: 027-802-96-628.5611_400

Budget Office:

Source of Funds: Voter Approved Priority Road Bond Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,077,458 - Increase Construction_Operating 027-802-96-628.5611_400

(\$1,077,458) - Decrease General Contract Services 027-800-96.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation for Bid 2016-B01 FM1626 South

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

New Revenue Y/N?: N/A

Comments:

Attachments

FM1626S-Sterling-CO#12

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 12

1. CONTRACTOR: Sterling Delaware Holding Company

2. Change Order Work Limits: Sta. 1006+00 to Sta. 1180+12

3. Type of Change (on federal-aid non-exempt projects): Major (Major/Minor)

4. Reasons: 2A, 3F, 1B, 3M (3 Max. - In order of importance - Primary first)

Project: PTF 1502(613)

Roadway: FM 1626 South

CSJ: 1539-01-013

5. Describe the work being revised:

2A. Differing site conditions (unforeseeable): This modification affects the final contract quantity. The revised quantity for these items will be balanced to match the quantity to date, resulting in 100% paid to date.

3F. Additional work desired by County: This modification creates additional line items for force account items that were performed on the project to complete items of work.

1B. Design error or omission that resulted in delay, rework, or inefficiencies: This modification revises plan sheets and creates additional line items for compensation for additional cost of work.

3M. Other: Adds a new Contract Item for a negotiated settlement and additional working days to nullify the assessment of Liquidated Damages.

6. Work to be performed in accordance with Items: Various

7. New or revised plan sheet(s) are attached and numbered: 14A, 14C, 15-16, 18-20, 64B, 71C, 71D, 71E, 122, 125, 128-135, 138-141, 147, 188, 194, 208, 235, 239, 242, 243, 246-251, 253, 255-257, 259, 274A, 288, 293-298, 327-331, 343, 436, 438

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: 1 Days added on this CO: 312

Amount added by this change order: \$1,077,457.36

For TxDOT use only:

Days FHWA Non-Participating: _____

CO Portion FHWA Non-Participating: _____

CO Portion financed by 3rd Party: _____

THE CONTRACTOR

Date 2/14/23

By

Printed Name

Rodney Rodriguez

Printed Title

Project Director

RECOMMENDED FOR EXECUTION:

[Signature] 2/15/23
Construction Engineering Inspector Date

Donald E. Myland 2-20-23
General Engineering Consultant Date

Carlos A. Lopez, P.E. 2/20/23
Program Manager Date

APPROVED:

Commissioner, Precinct 4
Hays County Date

Reviewed and APPROVED for CONSTRUCTION:

District Construction Engineer Date
Texas Department of Construction

APPROVED:

Federal Highway Administration Date

APPROVED:

County Judge
Hays County Date

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 12

Project # PTF 1502(613)

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
104-6009	REMOVING CONG (RIPRAP)	SY	\$7.50	5,063.00	\$37,972.50	(391.09)	4,671.91	\$35,039.33	(\$2,933.18)
104-6015	REMOVING CONG (SIDEWALKS)	SY	\$20.00	27.00	\$540.00	(8.78)	18.22	\$364.40	(\$175.60)
104-6017	REMOVING CONCRETE (DRIVEWAYS)	SY	\$14.00	1,273.00	\$17,822.00	(199.14)	1,073.86	\$15,034.04	(\$2,787.96)
104-6029	REMOVING CONCRETE (CURB OR CURB & GUTTER)	LF	\$7.00	405.00	\$2,835.00	423.26	828.26	\$5,797.82	\$2,962.82
104-6044	REMOVING CONCRETE (FLUME)	SY	\$7.00	212.00	\$1,484.00	(149.00)	63.00	\$441.00	(\$1,043.00)
105-6030	REMOVING STAB BASE & ASPH PAV(8"-14")	SY	\$2.50	86,846.00	\$217,115.00	61.10	86,907.10	\$217,267.75	\$152.75
110-6001	EXCAVATION (ROADWAY)	CY	\$8.00	83,917.00	\$671,336.00	3,491.86	87,408.86	\$699,270.88	\$27,934.88
132-6004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	\$6.00	44,457.00	\$266,742.00	425.57	44,882.57	\$269,295.42	\$2,553.42
160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	\$1.10	112,422.00	\$123,664.20	(15,978.54)	96,443.46	\$106,087.81	(\$17,576.39)
164-6023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	\$0.22	112,422.00	\$24,732.84	45,694.00	158,116.00	\$34,785.52	\$10,052.68
164-6041	DRILL SEEDING (TEMP) (WARM)	SY	\$0.08	55,579.00	\$4,446.32	(45,084.48)	10,494.52	\$839.56	(\$3,606.76)
164-6043	DRILL SEEDING (TEMP) (COOL)	SY	\$0.08	55,579.00	\$4,446.32	(55,579.00)	0.00	\$0.00	(\$4,446.32)
168-6001	VEGETATIVE WATERING	MG	\$20.00	3,360.00	\$67,200.00	(2,974.00)	386.00	\$7,720.00	(\$59,480.00)
169-6007	SOIL RETENTION BLANKETS (CL 2) (TY G)	SY	\$3.25	29,979.00	\$97,431.75	(29,979.00)	0.00	\$0.00	(\$97,431.75)
247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	\$39.00	40,797.00	\$1,591,083.00	(4,645.72)	36,151.28	\$1,409,899.92	(\$181,183.08)
310-6027	PRIME COAT (MC-30 OR AE-P)	GAL	\$3.00	29,223.00	\$87,669.00	(7,158.12)	22,064.88	\$66,194.64	(\$21,474.36)
340-6246	D-GR HMA (SQ) TY-D PG64-22 (LEVEL-UP)	TON	\$100.00	14.75	\$1,475.00	(14.75)	0.00	\$0.00	(\$1,475.00)
341-6008	D-GR HMA TY-B PG64-22	TON	\$53.00	56,470.00	\$2,992,910.00	(809.88)	55,660.12	\$2,949,986.36	(\$42,923.64)
341-6022	D-GR HMA TY-C PG64-22	TON	\$60.00	18,724.00	\$1,123,440.00	5,518.36	24,242.36	\$1,454,541.60	\$331,101.60
342-6002	PFC (ASPHALT) PG76-22	TON	\$106.00	604.00	\$64,024.00	(59.40)	544.60	\$57,727.60	(\$6,296.40)
342-6006	PFC-C (AGGREGATE)(PG76 MIX) SAC-A	TON	\$106.00	9,414.00	\$997,884.00	(1,154.17)	8,259.83	\$875,541.98	(\$122,342.02)
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	\$27.00	3,000.00	\$81,000.00	6,133.33	9,133.33	\$246,599.91	\$165,599.91
351-6012	FLEXIBLE PAVEMENT STRUCTURE REPAIR (2")	SY	\$11.50	8,000.00	\$92,000.00	(8,000.00)	0.00	\$0.00	(\$92,000.00)
354-6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	\$1.25	14,691.00	\$18,363.75	11,193.17	25,884.17	\$32,355.21	\$13,991.46
401-6001	FLOWABLE BACKFILL	CY	\$150.00	113.00	\$16,950.00	218.10	331.10	\$49,665.00	\$32,715.00
402-6001	TRENCH EXCAVATION PROTECTION	LF	\$1.00	1,631.00	\$1,631.00	407.50	2,038.50	\$2,038.50	\$407.50
403-6001	TEMPORARY SPL SHORING	SF	\$19.50	19,542.00	\$381,069.00	(14,259.40)	5,282.60	\$103,010.70	(\$278,058.30)
TOTALS					\$8,987,266.68			\$8,639,504.95	(\$347,761.74)

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 12

Project # PTF 1502(613)

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
416-6004	DRILL SHAFT (36 IN)	LF	\$140.00	452.00	\$63,280.00		34.47	\$88,105.80	\$4,825.80
416-6005	DRILL SHAFT (42 IN)	LF	\$165.00	108.00	\$17,820.00		14.32	\$20,182.80	\$2,362.80
416-6006	DRILL SHAFT (48 IN)	LF	\$210.00	558.00	\$117,180.00		38.91	\$125,351.10	\$8,171.10
416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	\$420.00	154.00	\$64,680.00		5.00	\$66,780.00	\$2,100.00
420-6029	CL C CONC (CAP)	CY	\$875.00	184.30	\$161,262.50		13.70	\$173,250.00	\$11,987.50
420-6037	CL C CONC (COLUMN)	CY	\$825.00	426.90	\$352,192.50		6.30	\$357,390.00	\$5,197.50
422-6003	REINF CONG SLAB (EXTEND SLAB)	SF	\$19.00	35,748.70	\$679,225.30		3.83	\$679,298.07	\$72.77
423-6004	RETAINING WALL (CONG BLOCK)	SF	\$26.00	8,069.00	\$209,794.00	(1,195.00)	8,874.00	\$178,724.00	(\$31,070.00)
432-6002	RIPRAP (CONC)(5 IN)	CY	\$400.00	1,857.50	\$743,000.00	(395.29)	1,462.21	\$584,884.00	(\$158,116.00)
432-6035	RIPRAP (STONE PROTECTION)(24 IN)	CY	\$70.00	343.20	\$24,024.00	(41.50)	301.70	\$21,119.00	(\$2,905.00)
432-6044	RIPRAP (CONC)(FLUME)	CY	\$700.00	4.00	\$2,800.00	0.97	4.97	\$3,479.00	\$679.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	\$500.00	204.10	\$102,050.00	(10.99)	193.11	\$96,555.00	(\$5,495.00)
432-6046	RIPRAP (MOW STRIP)(5 IN)	CY	\$480.00	81.80	\$39,264.00	(19.66)	62.14	\$29,827.20	(\$9,436.80)
438-6001	CLEANING AND SEALING EXISTING JOINTS	LF	\$35.00	929.00	\$32,515.00	(291.48)	637.52	\$22,313.20	(\$10,201.80)
450-6042	RAIL (TY PR1)	LF	\$54.00	1,336.00	\$72,144.00	(70.33)	1,265.67	\$68,346.18	(\$3,797.82)
451-6009	RETROFIT RAIL (TY T401)	LF	\$115.00	98.00	\$11,270.00	(98.00)	0.00	\$0.00	(\$11,270.00)
460-6002	CMP (GAL STL 18 IN)	LF	\$44.00	100.00	\$4,400.00	(100.00)	0.00	\$0.00	(\$4,400.00)
462-6022	CONC BOX CULV (8 FT X 7 FT)	LF	\$725.00	9.00	\$6,525.00	(1.00)	8.00	\$5,800.00	(\$725.00)
464-6003	RC PIPE (CL III) (18 IN)	LF	\$85.00	781.00	\$66,385.00	223.50	1,004.50	\$85,382.50	\$18,997.50
464-6005	RC PIPE (CL III) (24 IN)	LF	\$90.00	3,621.00	\$325,890.00	(10.00)	3,611.00	\$324,990.00	(\$900.00)
464-6007	RC PIPE (CL III) (30 IN)	LF	\$95.00	1,483.00	\$140,885.00	16.00	1,499.00	\$142,405.00	\$1,520.00
465-6024	INLET (COMPL)(PC0)(5FT)(BOTH)	EA	\$7,400.00	1.00	\$7,400.00	(1.00)	0.00	\$0.00	(\$7,400.00)
467-6363	SET (TY II) (18 IN) (RCP) (6:1)(P)	EA	\$1,600.00	7.00	\$11,200.00	2.00	9.00	\$14,400.00	\$3,200.00
467-6389	SET (TY II) (24 IN) (RCP) (3:1) (P)	EA	\$1,400.00	2.00	\$2,800.00	1.00	3.00	\$4,200.00	\$1,400.00
467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	EA	\$1,700.00	53.00	\$90,100.00	(4.00)	49.00	\$83,300.00	(\$6,800.00)
481-6011	PIPE (PVC) (SCH 40) (4 IN)	LF	\$50.00	355.20	\$17,760.00	(95.00)	260.20	\$13,010.00	(\$4,750.00)
496-6005	REMOV STR (WINGWALL)	EA	\$400.00	10.00	\$4,000.00	(1.00)	9.00	\$3,600.00	(\$400.00)
496-6006	REMOV STR (HEADWALL)	EA	\$400.00	2.00	\$800.00	1.00	3.00	\$1,200.00	\$400.00
496-6007	REMOV STR (PIPE)	LF	\$16.00	617.00	\$9,872.00	(31.00)	586.00	\$9,376.00	(\$496.00)
496-6008	REMOV (BOX CULVERT)	LF	\$77.00	60.00	\$4,620.00	1.00	61.00	\$4,697.00	\$77.00
496-6050	REMOV STR (DRIVEWAY CULVERT)	EA	\$775.00	38.00	\$29,450.00	1.00	39.00	\$30,225.00	\$775.00
502-HC01	PCTB(FUR&INST)(F-SHP TO LOW PROF)(TY T)	LF	\$130.00	40.00	\$5,200.00	(40.00)	0.00	\$0.00	(\$5,200.00)
502-HC02	PCTB(MOVE)(F-SHP TO LOW PROF)(TY T)	LF	\$3.00	40.00	\$120.00	(40.00)	0.00	\$0.00	(\$120.00)
502-HC03	PCTB(REMOVE)(F-SHP TO LOW PROF)(TY T)	LF	\$8.00	40.00	\$320.00	(40.00)	0.00	\$0.00	(\$320.00)
506-6002	ROCK FILTER DAMS (INSTALL) (TY2)	LF	\$20.00	595.00	\$11,900.00	371.00	966.00	\$19,320.00	\$7,420.00
506-6003	ROCK FILTER DAMS (INSTALL) (TY3)	LF	\$30.00	1,122.00	\$33,660.00	94.00	1,216.00	\$36,480.00	\$2,820.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$6.00	1,717.00	\$10,302.00	333.00	2,050.00	\$12,300.00	\$1,998.00
506-6020	CONSTRUCT ION EXITS INSTALL (TY 1)	SY	\$10.00	520.00	\$5,200.00	(375.56)	144.44	\$1,444.40	(\$3,755.60)
The "Totals" from Table B of the previous work sheet:					\$8,987,266.68			\$8,639,504.95	(\$347,761.74)
TOTALS					\$12,468,556.98			\$11,927,240.20	(\$541,316.79)

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 12

Project # PTF 1502(613)

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$6.00	520.00	\$3,120.00	(375.56)	144.44	\$866.64	(\$2,253.36)
506-6037	SANDBAGS FOR EROSION CONTROL (12")	LF	\$5.50	475.00	\$2,612.50	(475.00)	0.00	\$0.00	(\$2,612.50)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$1.55	18,613.00	\$28,850.15	8,745.50	27,358.50	\$42,405.68	\$13,555.53
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$0.20	18,613.00	\$3,722.60	1,222.00	19,835.00	\$3,967.00	\$244.40
512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	LF	\$10.00	2,680.00	\$26,800.00	50.00	2,730.00	\$27,300.00	\$500.00
512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	\$10.00	3,920.00	\$39,200.00	(940.00)	2,980.00	\$29,800.00	(\$9,400.00)
512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	\$10.00	480.00	\$4,800.00	(80.00)	400.00	\$4,000.00	(\$800.00)
512-6029	PORT CTB (MOVE)(F-SHAPE)(TY 1)	LF	\$3.00	2,620.00	\$7,860.00	50.00	2,670.00	\$8,010.00	\$150.00
512-6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	\$3.00	3,780.00	\$11,340.00	(2,680.00)	1,100.00	\$3,300.00	(\$8,040.00)
512-6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	\$3.00	440.00	\$1,320.00	(40.00)	400.00	\$1,200.00	(\$120.00)
512-6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	LF	\$8.00	2,680.00	\$21,440.00	50.00	2,730.00	\$21,840.00	\$400.00
512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	\$8.00	3,920.00	\$31,360.00	(940.00)	2,980.00	\$23,840.00	(\$7,520.00)
512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	\$8.00	480.00	\$3,840.00	(80.00)	400.00	\$3,200.00	(\$640.00)
528-6004	LANDSCAPE PAVERS	SY	\$48.00	575.00	\$27,600.00	(575.00)	0.00	\$0.00	(\$27,600.00)
529-6007	CONG GURB & GUTTER (TY I)	LF	\$12.00	2,194.00	\$26,328.00	58.00	2,252.00	\$27,024.00	\$696.00
529-6008	CONG GURB & GUTTER (TY II)	LF	\$13.00	11,150.00	\$144,950.00	225.50	11,375.50	\$147,881.50	\$2,931.50
530-6004	DRIVEWAYS (CONC)	SY	\$62.00	603.00	\$37,386.00	70.99	673.99	\$41,787.38	\$4,401.38
530-6005	DRIVEWAYS (ACP)	SY	\$50.00	4,558.00	\$227,900.00	(259.41)	4,298.59	\$214,929.50	(\$12,970.50)
531-6002	CONC SIDEWALKS (5")	SY	\$40.00	3,692.00	\$147,680.00	(120.26)	3,571.74	\$142,869.60	(\$4,810.40)
540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	\$14.00	3,150.00	\$44,100.00	552.00	3,702.00	\$51,828.00	\$7,728.00
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	\$1,150.00	15.00	\$17,250.00	1.00	16.00	\$18,400.00	\$1,150.00
540-6014	SHORT RADIUS	LF	\$19.95	200.00	\$3,990.00	(9.50)	190.50	\$3,800.48	(\$189.53)
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	\$840.00	5.00	\$4,200.00	1.00	6.00	\$5,040.00	\$840.00
542-6001	REMOVE METAL BEAM GUARD FENCE	LF	\$1.15	3,464.00	\$3,983.60	128.50	3,592.50	\$4,131.38	\$147.78
544-6003	GUARDRAIL END TREATMENT (REMOVE)	EA	\$110.00	3.00	\$330.00	3.00	6.00	\$660.00	\$330.00
544-6006	GDRAIL END TRT(INST)(WOOD POST)(TY III)	EA	\$1,900.00	8.00	\$15,200.00	3.00	11.00	\$20,900.00	\$5,700.00
550-6001	CHA IN LINK FENCE (INSTALL) (6")	LF	\$28.50	50.00	\$1,425.00	(50.00)	0.00	\$0.00	(\$1,425.00)
560-6004	MAILBOX INSTALL-S (TWG-POST) TY 2	EA	\$185.00	20.00	\$3,700.00	(1.00)	19.00	\$3,515.00	(\$185.00)
644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	\$417.00	23.00	\$9,591.00	(3.00)	20.00	\$8,340.00	(\$1,251.00)
644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	\$250.00	9.00	\$2,250.00	(6.00)	3.00	\$750.00	(\$1,500.00)
658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	EA	\$6.00	58.00	\$336.00	(4.00)	52.00	\$312.00	(\$24.00)
658-6015	INSTL DEL ASSM (D-SW)SZ (BRF)GF1	EA	\$6.00	57.00	\$342.00	26.00	83.00	\$498.00	\$156.00
662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	\$0.40	1,048.00	\$419.20	2,543.00	3,591.00	\$1,436.40	\$1,017.20
662-6014	WK ZN PAV MRK NON-REMOV (W) 12" (SLD)	LF	\$3.00	82.00	\$246.00	759.00	841.00	\$2,523.00	\$2,277.00
662-6017	WK ZN PAV MRK NON-REMOV (W)(ARROW)	EA	\$125.00	6.00	\$750.00	13.00	19.00	\$2,375.00	\$1,625.00
662-6029	WK ZN PAV MRK NON-REMOV(W)(WORD)	EA	\$155.00	6.00	\$930.00	12.00	18.00	\$2,790.00	\$1,860.00
662-6032	WK ZN PAV MRK NON-REMOV (Y)4"(BRK)	LF	\$0.18	3,378.00	\$608.04	462.00	3,840.00	\$691.20	\$83.16
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	\$0.16	76,879.00	\$12,300.64	6,541.00	83,420.00	\$13,347.20	\$1,046.56
The "Totals" from Table B of the previous work sheet:					\$12,468,556.98			\$11,927,240.20	(\$541,316.79)
TOTALS					\$13,388,617.71			\$12,812,799.14	(\$575,818.57)

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 12

Project # PTF 1502(613)

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	\$0.55	3,143.00	\$1,728.65	2,815.00	5,958.00	\$3,276.90	\$1,548.25
662-6071	WK ZN PAV MRK REMOV (W)8"(SLD)	LF	\$1.20	1,547.00	\$1,856.40	(683.00)	864.00	\$1,036.80	(\$819.60)
662-6073	WK ZN PAV MRK REMOV (W)12"(SLD)	LF	\$6.00	102.00	\$612.00	(102.00)	0.00	\$0.00	(\$612.00)
662-6077	WK ZN PAV MRK REMOV (W)4"(SLD W/MRKR)	LF	\$1.00	3,143.00	\$3,143.00	(3,143.00)	0.00	\$0.00	(\$3,143.00)
662-6080	WK ZN PAV MRK REMOV (W)(ARROW)	EA	\$300.00	8.00	\$2,400.00	(3.00)	5.00	\$1,500.00	(\$900.00)
662-6090	WK ZN PAV MRK REMOV (W)(WORD)	EA	\$300.00	8.00	\$2,400.00	(3.00)	5.00	\$1,500.00	(\$900.00)
662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	\$0.55	6,078.00	\$3,342.90	754.00	6,832.00	\$3,757.60	\$414.70
666-6006	RREFL PAV MRK TY I(W)4"(DOT)(100MIL)	LF	\$0.70	200.00	\$140.00	(38.00)	162.00	\$113.40	(\$26.60)
666-6042	REFL PAV MRK TY I(W)12"(SLD)(100MIL)	LF	\$3.00	1,242.00	\$3,726.00	108.50	1,350.50	\$4,051.50	\$325.50
666-6141	REFL PAV MRK TY I(Y)12"(SLD)(100MIL)	LF	\$3.00	836.00	\$2,508.00	(96.00)	740.00	\$2,220.00	(\$288.00)
666-6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	\$0.15	200.00	\$30.00	(38.00)	162.00	\$24.30	(\$5.70)
666-6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	\$1.00	1,242.00	\$1,242.00	(1,242.00)	0.00	\$0.00	(\$1,242.00)
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	\$2.25	482.00	\$1,084.50	(140.00)	342.00	\$769.50	(\$315.00)
666-6184	REFL PAV MRK TY II (W) (ARROW)	EA	\$35.00	26.00	\$910.00	1.00	27.00	\$945.00	\$35.00
666-6205	REFL PAV MRK TY II(Y) 4" (BRK)	LF	\$0.11	4,298.00	\$472.78	482.00	4,780.00	\$525.80	\$53.02
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.10	36,146.00	\$3,614.60	2,048.00	38,194.00	\$3,819.40	\$204.80
666-6212	REFL PAV MRK TY II(Y) 12" (SLD)	LF	\$1.00	836.00	\$836.00	(836.00)	0.00	\$0.00	(\$836.00)
666-6312	RE PM W/RET REQ TY I(Y)4"(BRK)(100MIL)	LF	\$0.32	4,298.00	\$1,375.36	482.00	4,780.00	\$1,529.60	\$154.24
666-6315	RE PM W/RET REQ TY I(Y)4"(SLD)(100MIL)	LF	\$0.30	36,146.00	\$10,843.80	2,278.00	38,424.00	\$11,527.20	\$683.40
672-6009	REFL PAV MRKR TY II-A-A	EA	\$3.00	2,886.00	\$8,658.00	(758.00)	2,128.00	\$6,384.00	(\$2,274.00)
672-6010	REFL PAV MRKR TY 11-C-R	EA	\$3.00	83.00	\$249.00	(22.00)	61.00	\$183.00	(\$66.00)
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$0.77	62,217.00	\$47,907.09	(14,938.55)	47,278.45	\$36,404.41	(\$11,502.68)
740-6005	ANTI - GRAFFITI COATING(PERMENT-TY III)	SF	\$0.79	15,356.00	\$12,131.24	1,721.00	17,077.00	\$13,490.83	\$1,359.59
5600-HC01	HAZARDOUS MATERIALS TRAP	EA	\$13,500.00	6.00	\$81,000.00	(1.00)	5.00	\$67,500.00	(\$13,500.00)
9606-6001	FORCE ACCOUNT - PEACE OFFICERS	DOL	\$1.00	50,000.00	\$50,000.00	(16,539.03)	33,460.97	\$33,460.97	(\$16,539.03)
9606-6002	FORCE ACCOUNT - SAFETY AND EROSION CONTROL MAINTENANCE	DOL	\$1.00	120,000.00	\$120,000.00	(26,925.87)	93,074.13	\$93,074.13	(\$26,925.87)
9606-6004	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	\$1.00	50,000.00	\$50,000.00	25,797.55	75,797.55	\$75,797.55	\$25,797.55
9606-6005	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C)	DOL	\$1.00	50,000.00	\$50,000.00	(6,737.67)	43,262.33	\$43,262.33	(\$6,737.67)
9606-6006	ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	\$1.00	30,000.00	\$30,000.00	(23,462.00)	6,538.00	\$6,538.00	(\$23,462.00)
9001-0020	REMOVE TREES	EA	\$1,400.00	3.00	\$4,200.00	(1.00)	2.00	\$2,800.00	(\$1,400.00)
9001-0030	REMOVE AND REPLACE CURB AND GUTTER	LF	\$100.00	20.00	\$2,000.00	(20.00)	0.00	\$0.00	(\$2,000.00)
9001-0040	REMOVE AND REPLACE 4" SIDEWALKS	SY	\$400.00	8.00	\$2,400.00	2.71	8.71	\$3,484.00	\$1,084.00
9001-0050	CUT AND PATCH ASPHALT (8" ATB/2" SURF)	SY	\$250.00	73.00	\$18,250.00	6.92	79.92	\$19,980.00	\$1,730.00
9001-0090	8" PVC WATER PIPE	LF	\$450.00	14.00	\$6,300.00	14.50	28.50	\$12,825.00	\$6,525.00
9001-0100	12" PVC WATER PIPE	LF	\$110.00	2,763.00	\$303,930.00	(355.00)	2,408.00	\$264,880.00	(\$39,050.00)
9001-0110	12" PVC CARRIER PIPE FOR STEEL CASING	LF	\$80.00	389.00	\$31,120.00	(36.00)	353.00	\$28,240.00	(\$2,880.00)
9001-0130	8" GATE VALVE	EA	\$1,200.00	1.00	\$1,200.00	1.00	2.00	\$2,400.00	\$1,200.00
9001-0140	12" GATE VALVE	EA	\$3,200.00	14.00	\$44,800.00	0.00	14.00	\$44,800.00	\$0.00
The "Totals" from Table B of the previous work sheet:					\$13,388,617.71			\$12,812,799.14	(\$575,818.57)
TOTALS					\$14,295,029.03			\$13,604,900.36	(\$690,128.67)

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 12

Project # PTF 1502(613)

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
9001-0200	JOINT RESTRAINTS	EA	\$115.00	83.00	\$9,545.00	(2.00)	81.00	\$9,315.00	(\$230.00)
9001-0210	12" X 6" CUT-IN-TEE	EA	\$7,400.00	1.00	\$7,400.00	10.00	11.00	\$81,400.00	\$74,000.00
9001-0220	12" X 12" CUT-IN-TEE	EA	\$8,900.00	6.00	\$53,400.00	2.00	8.00	\$71,200.00	\$17,800.00
9001-0230	24" STEEL CASING	LF	\$180.00	58.00	\$10,440.00	2.00	60.00	\$10,800.00	\$360.00
9001-0240	24" BORE	LF	\$280.00	331.00	\$92,680.00	22.00	353.00	\$98,840.00	\$6,160.00
9001-0260	TRENCH EXCAVATION PROTECTION	LF	\$1.00	2,859.00	\$2,859.00	(457.50)	2,401.50	\$2,401.50	(\$457.50)
9002-0662	WK ZN PAV MRK REMOV (W) 4" (BRK)	LF	\$1.00	320.00	\$320.00	(320.00)	0.00	\$0.00	(\$320.00)
9002-0662	WK ZN PAV MRK REMOV (W) 4" (DOT)	LF	\$1.50	40.00	\$60.00	(40.00)	0.00	\$0.00	(\$60.00)
9002-0662	WK ZN PAV MRK REMOV (Y) 4" (BRK)	LF	\$0.72	3,143.00	\$2,262.96	(3,143.00)	0.00	\$0.00	(\$2,262.96)
9004-0002	FORCE ACCOUNT - UNSUITABLE MATERIAL	DOL	\$1.00	20,000.00	\$20,000.00	35,103.63	55,103.63	\$55,103.63	\$35,103.63
9005-0003	Waterline Force Account Work	DOL	\$1.00	18,000.00	\$18,000.00	(15,140.60)	2,859.40	\$2,859.40	(\$15,140.60)
9006-0002	Furnish & Install Property Fence	LF	\$10.07	2,400.00	\$24,168.00	15.00	2,415.00	\$24,319.05	\$151.05
9006-0003	Furnish & Install H-Braces	EA	\$503.74	16.00	\$8,059.84	(1.00)	15.00	\$7,556.10	(\$503.74)
9009-0004	RADAR PRESENCE DETECTOR COMM CABLE (MATERIAL ONLY)	LF	\$1.33	4,120.00	\$5,479.60	(487.00)	3,633.00	\$4,831.89	(\$647.71)
9009-0007	Mast Arm Modifications on Pole #3 (FM 2770)	LS	\$10,001.58	1.00	\$10,001.58	(1.00)	0.00	\$0.00	(\$10,001.58)
9012-0001	Driveway Force Account	DOL	\$1.00	0.00	\$0.00	59,623.49	59,623.49	\$59,623.49	\$59,623.49
9012-0002	Right Turn Force Account	DOL	\$1.00	0.00	\$0.00	46,747.82	46,747.82	\$46,747.82	\$46,747.82
9012-0003	Inlet Adjust Force Account	DOL	\$1.00	0.00	\$0.00	6,283.02	6,283.02	\$6,283.02	\$6,283.02
9012-0004	CL1 Ty B Soil Retention Blankets	SY	\$1.54	0.00	\$0.00	82,551.39	82,551.39	\$127,129.14	\$127,129.14
9012-0005	MBGF (Radius Thrie Beam)	EA	\$3,052.55	0.00	\$0.00	4.00	4.00	\$12,210.20	\$12,210.20
9012-0006	Driveway Terminal Anchor Section	EA	\$1,060.50	0.00	\$0.00	8.00	8.00	\$8,484.00	\$8,484.00
9012-0007	MBGF Adjust Force Account	DOL	\$1.00	0.00	\$0.00	3,582.03	3,582.03	\$3,582.03	\$3,582.03
9012-0008	School Beacon Force Account	DOL	\$1.00	0.00	\$0.00	3,593.64	3,593.64	\$3,593.64	\$3,593.64
9012-0009	Mustang Drill Shaft Revision	DOL	\$1.00	0.00	\$0.00	111,967.68	111,967.68	\$111,967.68	\$111,967.68
9012-0010	C-3 Remobilization	LS	\$2,205.00	0.00	\$0.00	1.00	1.00	\$2,205.00	\$2,205.00
9012-0011	Additional Earthwork Kahlbau Pond Force Account	DOL	\$1.00	0.00	\$0.00	3,140.67	3,140.67	\$3,140.67	\$3,140.67
9012-0012	Onion Creek Deck Panel Revision	DOL	\$1.00	0.00	\$0.00	33,236.38	33,236.38	\$33,236.38	\$33,236.38
9012-0013	Signal Utility Charges	DOL	\$1.00	0.00	\$0.00	1,687.05	1,687.05	\$1,687.05	\$1,687.05
9012-0014	Mast Arm Extension Pole #3 (FM 2770) (Material Only)	DOL	\$1.00	0.00	\$0.00	2,052.50	2,052.50	\$2,052.50	\$2,052.50
9012-0015	Negotiated Settlement	LS	\$1,241,692.82	0.00	\$0.00	1.00	1.00	\$1,241,692.82	\$1,241,692.82
The "Totals" from Table B of the previous work sheet:					\$14,295,029.03			\$13,604,900.36	(\$690,128.67)
TOTALS					\$14,559,705.01			\$15,637,162.37	\$1,077,457.36



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an interlocal agreement between Hays County and the City of Buda related to the study of the SH 45 Southwest Gap Project and amend the budget accordingly. **SMITH/BORCHERDING**

Summary:

This ILA will allow the City of Buda to cost participate with Hays County for the preliminary engineering costs of the project, including travel demand modeling, environmental investigations, public involvement, and alternatives development/analysis. Under this agreement the City of Buda will be responsible for \$500,000 of the \$2.5 million preliminary engineering costs, payment to be made within 60 days of the effective date of the agreement.

Fiscal Impact:

Amount Requested: None

Line Item Number: 020-710-00.4301

Budget Office:

Source of Funds: Intergovernmental Revenue from City of Buda

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$500,000) - Increase Intergovernmental Revenue 020-710-00.4301

\$500,000 - Increase Contract Consulting 020-710-00.5448_008

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Interlocal Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$500,000 Intergovernmental Revenues

Comments: N/A

Attachments

SH 45 Buda ILA

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF BUDA
RELATED TO THE STATE HIGHWAY 45 SOUTHWEST GAP FEASIBILITY STUDY

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

This Interlocal Agreement (the “Agreement”) is entered into as of this 21st day of February, 2023, 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”). 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 study the feasibility of completing the State Highway 45 Southwest (SH45SW) Gap between Farm-to-Market Road (FM)1626 and Interstate Highway 35 (IH-35) (the “Project”); and

WHEREAS, a portion of SH45 lies within the city limits of Buda; and

WHEREAS, the County and the City desire to cooperate in a feasibility study for the construction of 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 preliminary engineering, travel demand modeling, environmental investigations, public involvement, and alternatives development/evaluation for the Project. The Project is at the approximate location shown on Exhibit A.

II.

COUNTY OBLIGATIONS

2.01 Design Costs. The County shall be responsible for contracting with the firm of CP&Y, Inc. (“Design Firm”) regarding the preliminary engineering costs for the Project. The Project Design Costs are estimated to be \$2,500,000.

2.02 Project Management. The County will manage all phases of development and administration of a consultant contract, including, but not limited to, procurement, contract execution, review and approval of deliverables, enforcement of contract terms and conditions, payment of invoices, and contract close-out. The County will actively engage and partner with the City throughout the process to ensure that the final plan meets the needs and goals of the City.

2.03 County Pro Rata Contribution. The County shall pay a not-to-exceed amount of Two Million Dollars (\$2,000,000.00 USD) of the preliminary engineering costs. That amount represents a 4/5 pro rata contribution to the Project.

III.

CITY OBLIGATIONS

3.01 Design Reimbursements. As stated above, the County shall contract with the Design Firm, and be responsible for the payment of all Design Firm invoices. Design costs for any changes requested by the City during design or construction shall be negotiated with the County and be addressed in an Amendment to this Interlocal Agreement signed by both Parties, as appropriate. If the contract between the County and Design Firm is terminated early, then this Agreement shall terminate after the City and the County reconcile their pro rata contributions to the Project and the County returns any unspent portions of the City’s pro rata contribution.

3.02 City Pro Rata Contribution. The City shall pay a not-to-exceed amount of Five Hundred Thousand Dollars (\$500,000.00 USD) of the preliminary engineering costs. That amount represents a 1/5 pro rata contribution to the Project. Payment of the City’s contribution shall be made to the County within sixty (60) days of the Effective Date of this Agreement.

IV.

DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.

GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Texas Government Code, Chapter 791.

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, 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. The Pro-Rata Contributions of the Parties cited in this Agreement shall

not be construed to create any obligation for future phases of the Project, which shall be negotiated on a phase-by-phase basis.

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:

CITY:

City of Buda

405. E Loop Street, Building 100

Buda, TX 78610

Attn: Micah Grau, ICMA-CM

Telephone: (512) 312-0084

Facsimile: N/A

Email: mgrau@ci.buda.tx.us

COUNTY:

Hays County Dept. of Transportation

2171 Yarrington Road

San Marcos, Texas 78666

Attn: Jerry Borcharding, P.E.

Telephone: (512) 393-7385

Facsimile: (512) 393-7393

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

5.15 Insurance. Each Party, at its sole expense, shall provide liability insurance for itself covering its own activities and duties set forth herein.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF BUDA, TEXAS

By: 
Micah Grau, City Manager

Date: 2-23-2023

ATTEST:

By: 
Alicia Ramirez, City Clerk



THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

THIS INSTRUMENT was acknowledged before me on this 21st day of February, 2023,
by Micah Grau, City Manager of the City of Buda, a Texas home-rule city, in such capacity, on
behalf of said City.

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, Hays County Judge

Date:

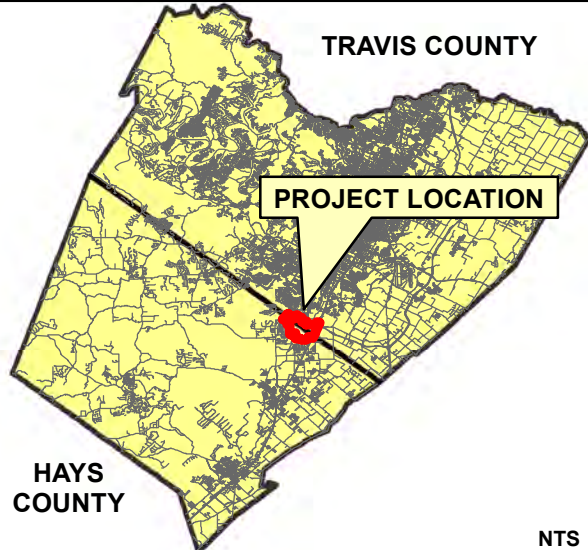
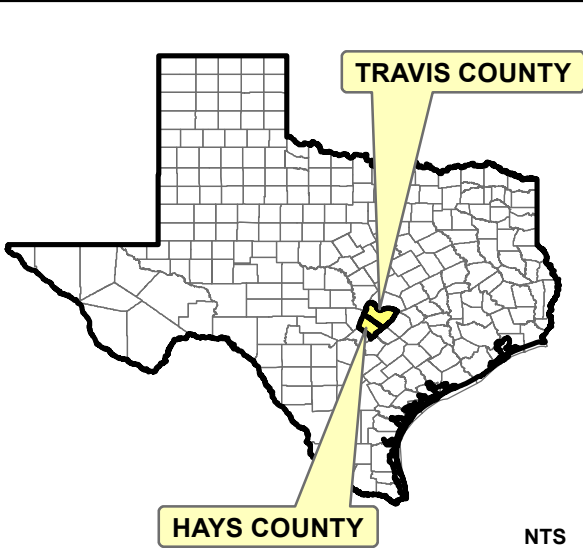
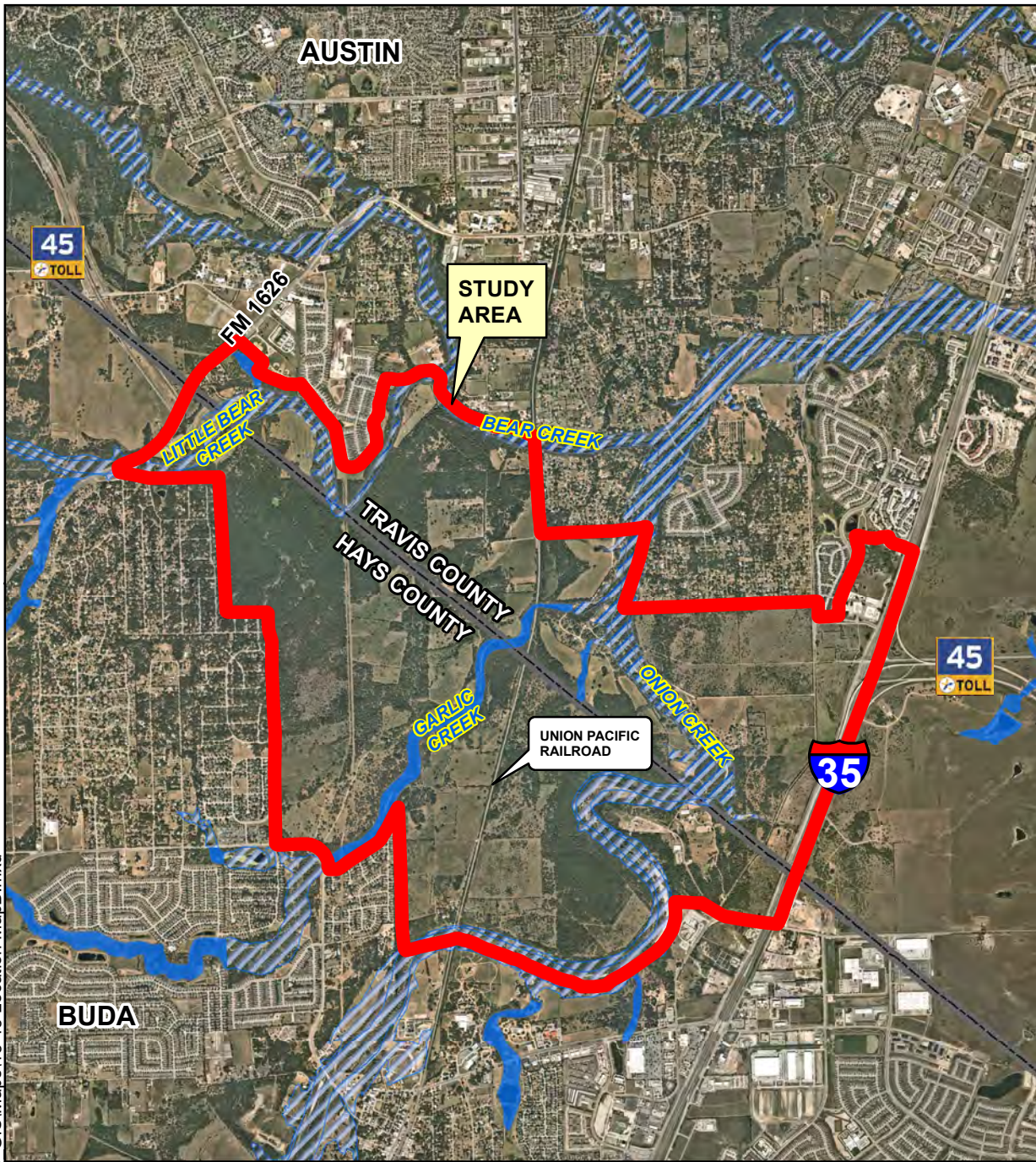
ATTEST:

By: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this 28th day of February, 2023,
by Ruben Beccera, County Judge of Hays County, in such capacity, on behalf of said County.

EXHIBIT A
PROJECT LOCATION



Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. Brown & Gay Engineers, Inc. assumes no liability or damages due to errors or omissions.

Date: Sep 2022 Job No: XXXX-XX

SH 45 CONNECTION LOCATION MAP

BGE, Inc.
Tel: 512-879-0400



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to accept the maintenance bond rider extension from DNT Construction, Inc. until July 6, 2023 for Shadow Creek subdivision, Phase 9, Section 2 - bond #1848963 in the amount of \$180,609.38. **COHEN/BORCHERDING**

Summary

The completion of construction of the roads and drainage improvements within the County ROW for Shadow Creek subd., Phase 9, Section 2 has been delayed and the contractor is requesting more time to complete. This rider extends the duration of the existing maintenance bond until July 6, 2023.

Attachments

Maintenance bond extension backup

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1848963

DNT Construction, LLC

issued to _____

Hays County, Texas

in favor of _____

described as Shadow Creek Subdivision Phase 9 Section 2 Drainage and Pavement Improvements

Effective date of Rider 2/6/2023

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 July 6, 2023

\$ 180,609.38

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 6th day of February, 2023.

By: Jeremy Farque
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

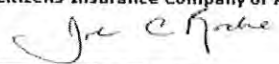
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

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)

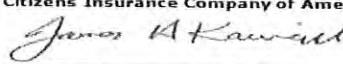
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President

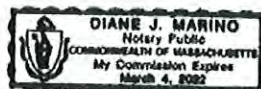


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st 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 6th day of February, 2023

CERTIFIED COPY


Theodore G. Martinez, Vice President



Hays County Commissioners Court

Date: 02/28/2023

Requested By: Marcus Pacheco, Development Services Director

Sponsor: Commissioner Smith

Agenda Item

PLN-1962-NP; Discussion and possible action regarding the Anthem North, Phase 1 N, Preliminary Plan (aka Freedom Subdivision). **SMITH/PACHECO**

Summary

Anthem North, Phase 1 N, Preliminary Plan is a proposed subdivision consisting of approximately 305 single family residential lots, 2 condominium lots consisting of approximately 265 units, 1 Amenity Center Lot, 1 Lift Station Lot, and approximately 7 open space lots.

The site is located off of FM 150 in Kyle and Precinct 4.

Water and Wastewater utility will be provided by the City of Kyle.

Attachments

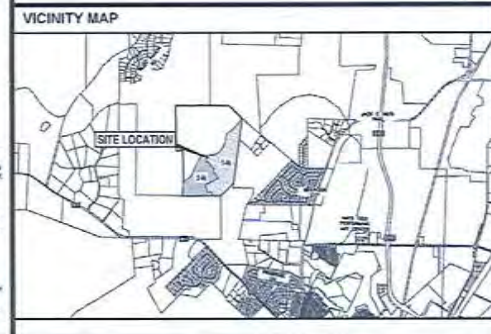
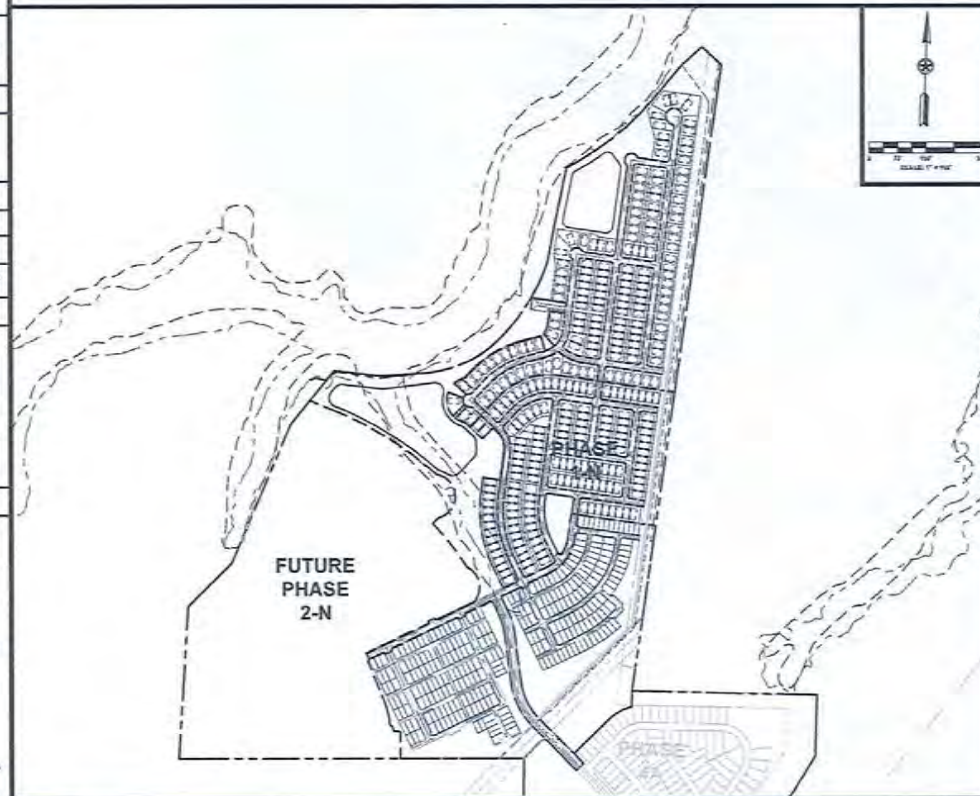
Preliminary Plan

Cover Letter

Location Map

UTILITIES	
WATER & WASTEWATER CITY OF KYLE, TEXAS 204 E. HWY. 90 KYLE, TX 78140 TEL: 361.3434	GAS CENTERPOINT ENERGY PHONE: 1.800.752.4141
ELECTRIC PEDERNALES ELECTRIC COOP, INC. P.O. BOX 108 1000 FM 150 WEST KYLE, TX 78140 TEL: 361.3434	ONE-CALL UTILITY LOCATING SERVICE CONTRACTOR TO CALL BEFORE DIGGING PHONE: 1.800.261.6463
CONSULTANTS/CONTRACTORS	
CIVIL ENGINEER ATWELL, LLC 4001 PARKER LANE, SUITE 100 AUSTIN, TEXAS 78727 PHONE: 1.737.440.0100	SURVEYOR ATWELL, LLC 4001 PARKER LANE, SUITE 100 AUSTIN, TEXAS 78727 PHONE: 1.737.440.0100
OWNER/DEVELOPER	
OWNER ANTHEM P&L, LLC A DELAWARE LIMITED LIABILITY COMPANY CONTACT: MARY KATHLEEN 501 PARKER LANE, SUITE 100 AUSTIN, TEXAS 78727 PHONE: 1.737.440.0100	DEVELOPER LS-ANTHEM, LLC CONTACT: MARY KATHLEEN 501 PARKER LANE, SUITE 100 AUSTIN, TEXAS 78727 PHONE: 1.737.440.0100
FLOODPLAIN INFORMATION	
THIS SUBDIVISION LIES WITHIN ZONE 1 AND ZONE 2 ACCORDING TO FEMA FIRM PANELS, REVISIONS 1 AND 2, SEPTEMBER 2, 2005.	
LEGAL DESCRIPTION	
A 2.00 AC. TRACT OF LAND, PART OF TRACT 10, BEING THE SOUTHWEST 1/4 OF SECTION 10, T.10N, R.10E, S.10E, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A LARGER TRACT OWNED BY KYLE AND OF RECORD MAP NO. 10,000,000, BEING A PORTION OF HAYS COUNTY, TEXAS, AS A PLAT.	
BENCHMARK INFORMATION	
1. BENCHMARKS ARE REFERENCED TO TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83. 2. BENCHMARKS ARE USED TO LOCATE THE CORNERS. 3. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 4. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 5. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 6. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 7. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 8. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 9. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 10. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 11. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 12. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 13. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 14. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 15. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 16. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 17. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 18. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 19. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT. 20. THE CORNERS ARE LOCATED AT THE NORTH CORNER OF THE TRACT, AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT, AND AT THE INTERSECTION OF THE TRACT BOUNDARY AND THE BOUNDARY OF THE TRACT.	
NOTES	
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PRELIMINARY PLAN FREEDOM PHASE 1-N



REVISION BLOCK	
NO.	REVISION DESCRIPTION
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17	REVISION DESCRIPTION
18	REVISION DESCRIPTION
19	REVISION DESCRIPTION
20	REVISION DESCRIPTION

Sheet List Table	
NO.	SHEET TITLE
1	COVER SHEET
2	PHASING PLAN
3	FIRE ACCESS 1 OF 2
4	FIRE ACCESS 2 OF 2
5	PHASE 1 MASTER PRELIMINARY PLAN
6	PHASE 2 MASTER PRELIMINARY PLAN
7	PHASE 3 MASTER PRELIMINARY PLAN
8	PHASE 1 PRELIMINARY STORM SEWER PLAN
9	PHASE 2 PRELIMINARY STORM SEWER PLAN
10	PHASE 3 PRELIMINARY STORM SEWER PLAN
11	PHASE 1 PRELIMINARY WATER PLAN
12	PHASE 2 PRELIMINARY WATER PLAN
13	PHASE 3 PRELIMINARY WATER PLAN
14	PHASE 1 PRELIMINARY WASTEWATER PLAN 1 OF 2
15	PHASE 1 PRELIMINARY WASTEWATER PLAN 2 OF 2
16	PHASE 2 PRELIMINARY WASTEWATER PLAN
17	PHASE 3 PRELIMINARY WASTEWATER PLAN
18	PRE-DEVELOPED DRAINAGE AREA MAP
19	DEVELOPED DRAINAGE AREA MAP
20	FLOODPLAIN MAP

PLAN SUBMITTAL/REVIEW LOG
1. LOT SUBMITTAL TO COUNTY: MARCH 1, 2022
2. 2ND SUBMITTAL TO COUNTY: NOVEMBER 16, 2022
3. 3RD SUBMITTAL TO COUNTY: AUGUST 1, 2023
4. 4TH SUBMITTAL TO COUNTY: FEBRUARY 1, 2023

STATE OF TEXAS
COUNTY OF HAYS
CITY OF MOUNTAIN CITY

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AUSTIN, TX 78727
TEL: 737.440.0100
WWW.ATWELL-LLC.COM

PRELIMINARY PLAN
FREEDOM
PHASE 1-N
MOUNTAIN CITY, ETJ
HAYS COUNTY, TEXAS

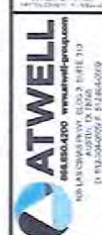
COVER SHEET

1 OF 20

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Digging safely below.
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But the company's first two years of operation have been profitable, and the company has a strong track record of profitability. The company's first two years of operation have been profitable, and the company has a strong track record of profitability.

[illegible]

PRELIMINARY PLAN
FREEDOM
PHASE 1-N

LARSEN
PARMER LANE, SUITE 100
AUSTIN, TX 78727
FIRE ACCESS 2 OF 2

DATE _____

RECEIVED BY: CM, CL, JL
 DATED: 10/10/10
 APPROVED BY: [Signature]
 FOR: [Signature]
 DATE: 4 DE 20

NOTES:
1. ALL STREET WIDTHS LESS THAN 32' CURB TO CURB
WILL REQUIRE 42' PARKING STRIPES ALONG CURB SIDE OF THE STREET.



50' STREET SECTION
TYPICAL CROSS SECTION
IN L.S.

LOT COUNT SUMMARY BY USE PHASE 2	
USE	LOT COUNT
JANUARY LOT	1 LOT
OPN SPACE LOT	2 LOTS
CONDO LOT/CONDO UNITS	0 LOTS/0 CONDO UNITS
SINGLE FAMILY	149 LOTS
TOTAL	152 LOTS/0 CONDO UNITS

PHASE ADRIAGE SUMMARY	
PHASE	ACRES
PHASE 1 (A)	24.22 ACRES
PHASE 1 (B)	19.90 ACRES
PHASE 1 (C)	19.81 ACRES
PHASE 2	22.53 ACRES
PHASE 3	49.00 ACRES
TOTAL	146.42 ACRES

PHASE 2 STREET LINE DATA

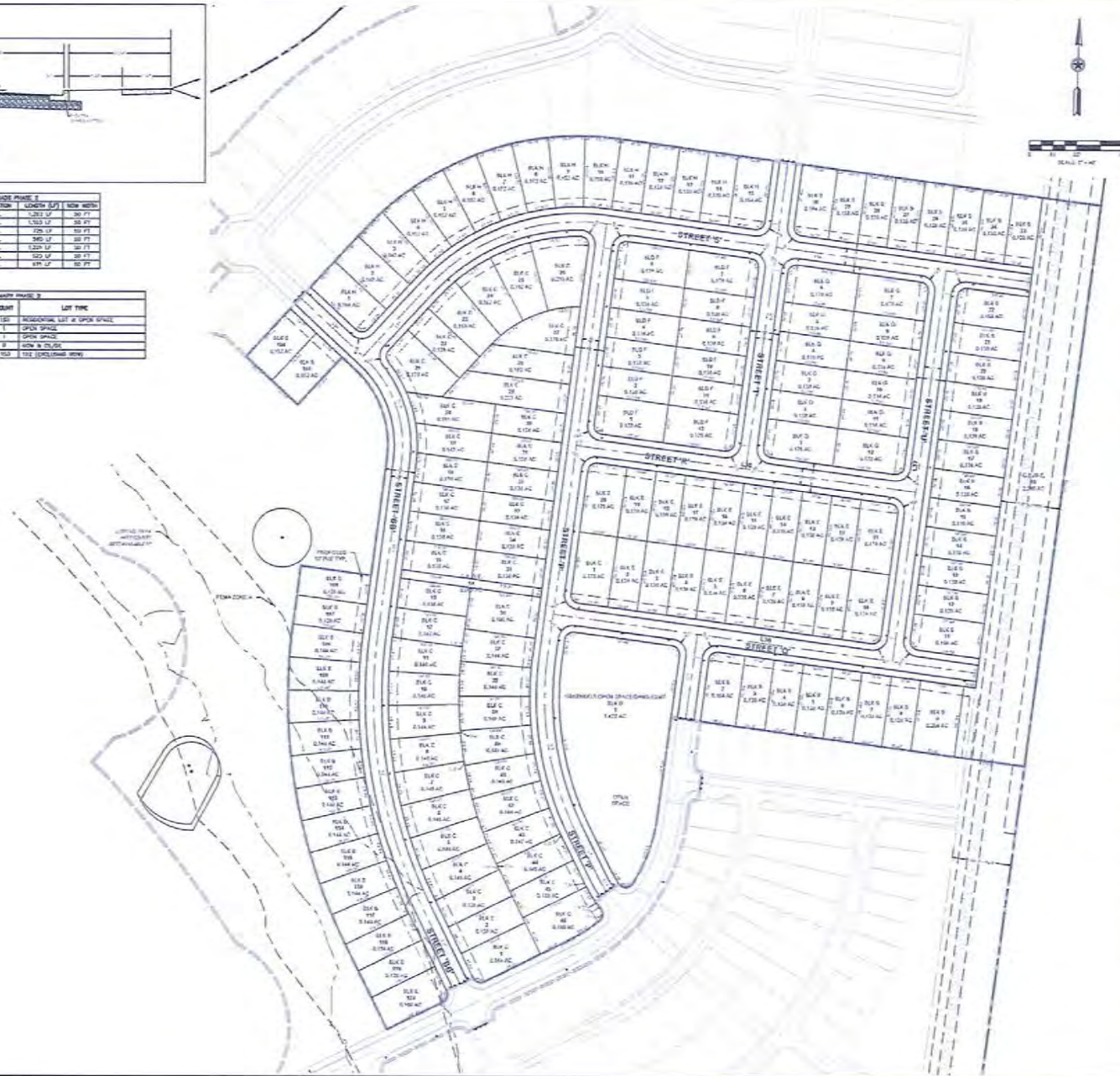
LINE #	BEARING	DISTANCE
L1	S27°31'11"E	149.31'
L2	S87°56'47"W	288.34'
L3	S47°23'07"E	150.87'
L4	S27°31'11"E	86.98'
L5	S87°56'47"W	743.86'
L6	S47°23'07"E	188.98'
L7	S27°31'11"E	725.46'
L8	S87°56'47"W	325.27'
L9	S47°23'07"E	300.00'
L10	S27°31'11"E	670.20'
L11	S87°56'47"W	725.46'
L12	S47°23'07"E	145.00'

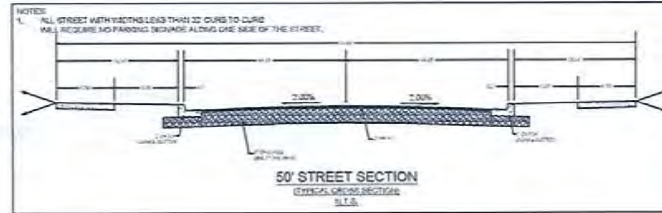
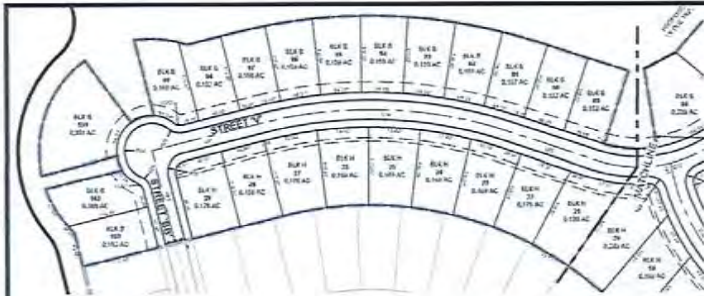
PHASE 2 STREET CURVE DATA

CURVE #	LENGTH	RADIUS	CHORD	CHORD LENGTH	BEARING
C1	471.82'	600.00'	204.73'	491.17'	S87°47'13.5"E
C2	185.87'	250.00'	54.97'	183.79'	S27°12'06.1"E
C3	31.00'	330.00'	9.37'	31.00'	S37°07'34.1"E
C4	300.80'	516.00'	224.75'	280.20'	S57°47'12.3"E
C5	334.12'	250.00'	54.97'	328.58'	S67°47'08.9"E

LIST OF PUBLIC ADRIAGE PHASE 4			
ROAD NAME	CLASSIFICATION	LENGTH (FT)	ROW WIDTH
STREET 100'	LOCAL	1,200.00'	30.00'
STREET 100'	LOCAL	1,200.00'	30.00'
STREET 100'	LOCAL	1,200.00'	30.00'
STREET 100'	LOCAL	1,200.00'	30.00'
STREET 100'	LOCAL	1,200.00'	30.00'
STREET 100'	LOCAL	1,200.00'	30.00'

LIST SUMMARY PHASE 2			
LOT NO.	WAYNAME	COUNT	LOT TYPE
1	LESS THAN 1 ACRE	1	OPN SPACE
2	1 ACRE	1	OPN SPACE
3	2 ACRE	1	OPN SPACE
4	3 ACRE	1	OPN SPACE
5	4 ACRE	1	OPN SPACE
6	5 ACRE	1	OPN SPACE
7	6 ACRE	1	OPN SPACE
8	7 ACRE	1	OPN SPACE
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146	145 ACRE	1	OPN SPACE
147	146 ACRE	1	OPN SPACE
148	147 ACRE	1	OPN SPACE
149	148 ACRE	1	OPN SPACE
150	149 ACRE	1	OPN SPACE
151	150 ACRE	1	OPN SPACE
152	151 ACRE	1	OPN SPACE





LOT COUNT SUMMARY BY USE PHASE 3	
USE	LOT COUNT
LIFT STATION LOT	1 LOT
OPEN SPACE LOT	4 LOTS
CONDO LOT/CONDO UNITS	9 LOT(S)/9 CONDO UNITS
SINGLE FAMILY	136 LOTS
TOTAL	150 LOT(S)/9 CONDO UNITS

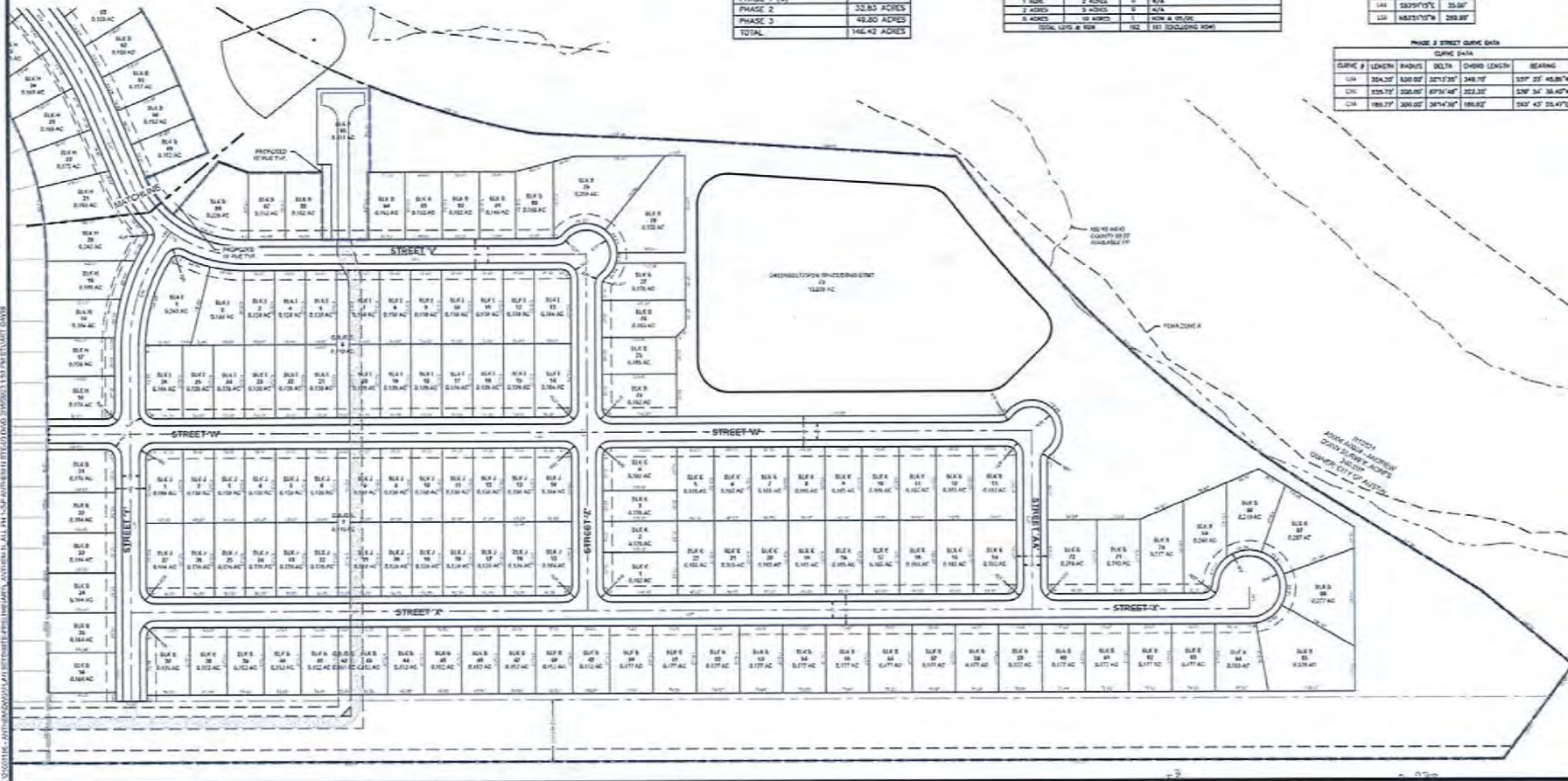
PHASE ACREAGE SUMMARY	
PHASE	ACRE
PHASE 1 (A)	24.22 ACRES
PHASE 1 (B)	18.38 ACRES
PHASE 1 (C)	18.81 ACRES
PHASE 2	32.83 ACRES
PHASE 3	49.80 ACRES
TOTAL	144.42 ACRES

LIST OF PUBLIC ROAD PHASE 3			
ROAD NAMES	CLASSIFICATION	LENGTH (L)	NEW WIDTH
STREET Y	LOCAL	1,433 LF	50 FT
STREET Y	LOCAL	1,385 LF	50 FT
STREET Y	LOCAL	1,893 LF	50 FT
STREET Y	LOCAL	1,780 LF	50 FT
STREET Y	LOCAL	1,980 LF	50 FT
STREET Y	LOCAL	1,750 LF	50 FT
STREET Y	LOCAL	1,330 LF	50 FT

LIST SUMMARY PHASE 3			
SECTION	SECTION	COUNT	LOT TYPE
SECTION 1	SECTION 1	150	RESIDENTIAL LOT & OPEN SPACE
1 ACRES	2 ACRES	8	N/A
2 ACRES	3 ACRES	0	N/A
3 ACRES	10 ACRES	1	NON-RESIDENTIAL
TOTAL LOTS & ACRES		152	151 RESIDENTIAL LOTS

PHASE 3 STREET LINE DATA		
LINE #	BEARING	DISTANCE
140	S40°32'30"W	130.00'
141	S47°28'30"W	168.00'
142	S37°45'30"W	121.33'
143	S37°45'30"W	154.33'
144	S47°28'30"W	15.83'
145	S37°45'30"W	153.83'
146	S37°45'30"W	153.83'
147	S37°45'30"W	180.00'
148	S37°45'30"W	181.13'
149	S37°45'30"W	35.00'
150	S37°45'30"W	200.00'

PHASE 3 STREET CURVE DATA					
CURVE #	LENGTH	RIGHTS	DELTA	CHORD LENGTH	BEARING
151	254.20'	8.00'	32°17'30"	248.75'	S37°25'45.88"W
152	235.73'	8.00'	87°34'48"	232.32'	S37°34'38.40"W
153	188.77'	8.00'	34°47'30"	186.02'	S37°43'25.47"W



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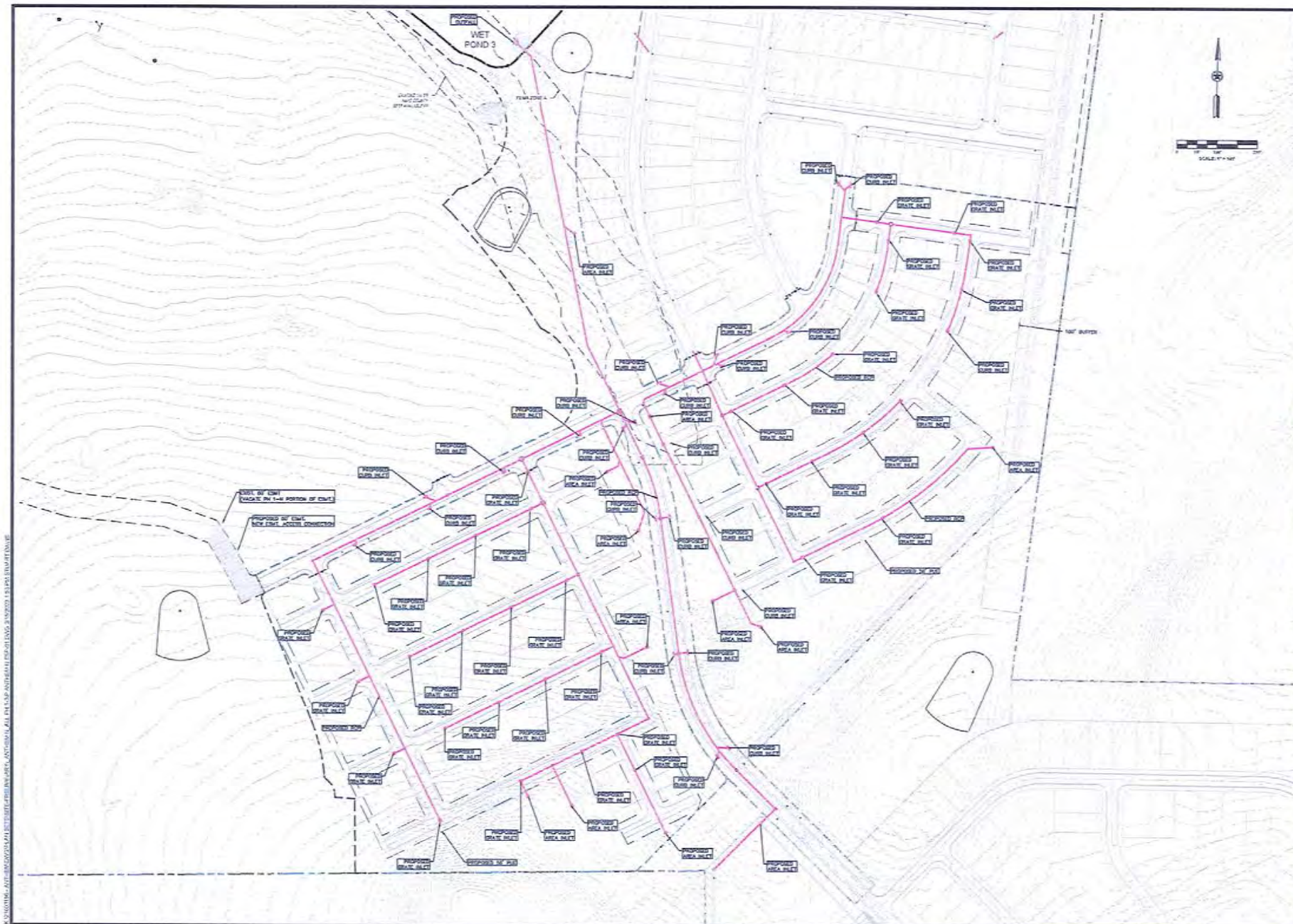
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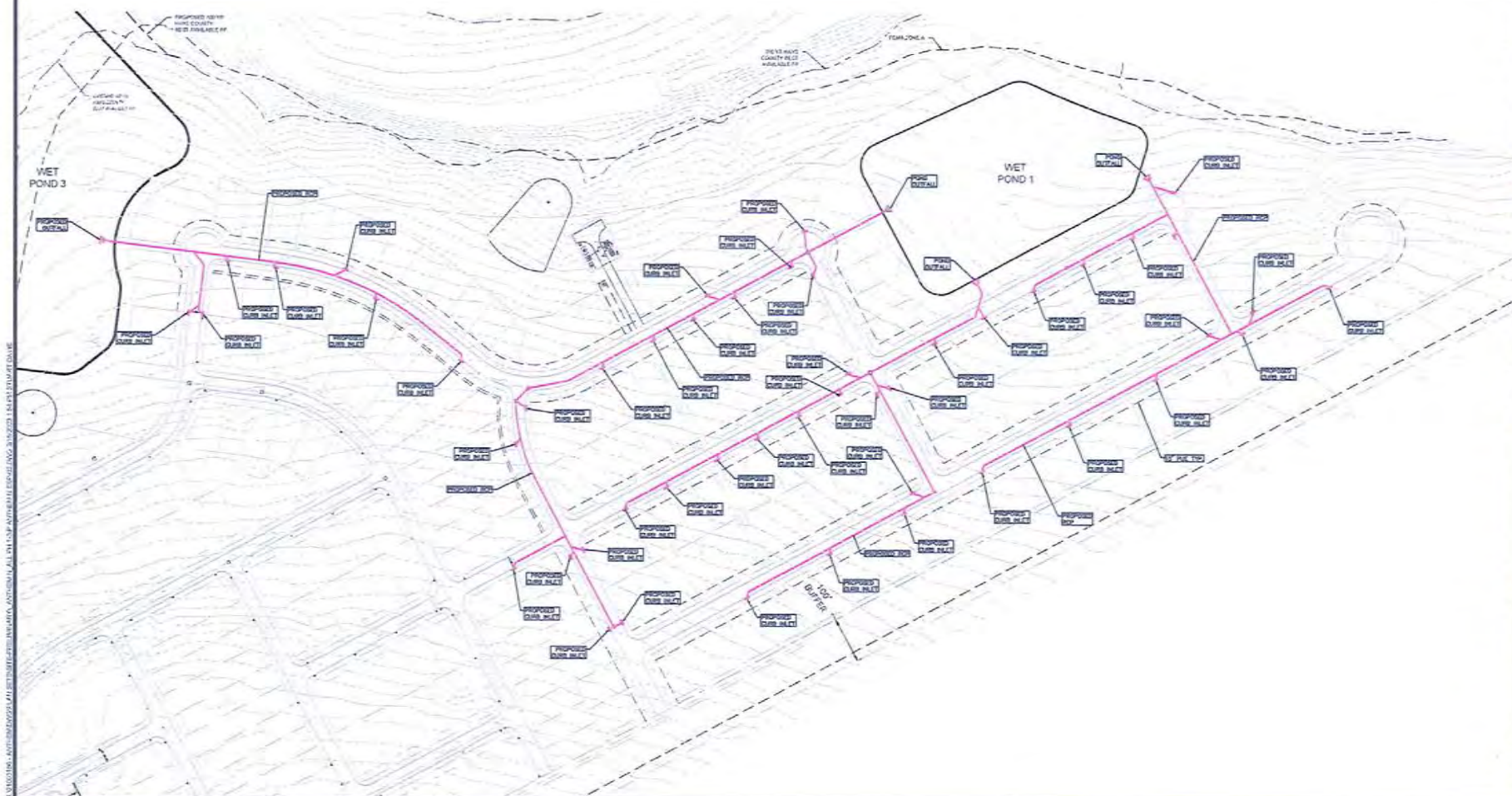
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<p>ATWELL 6800 CADDO ROAD, SUITE 110 AUSTIN, TX 78750 P 512.454.4099 F 512.454.4099</p>	
<p>PRELIMINARY PLAN FREEDOM PHASE 1-1</p>	<p>LANDSEA 4001 PARKER LANE, SUITE 100 AUSTIN, TX 78727</p>
<p>PHASE 1 PRELIMINARY STORM SEWER PLAN</p>	
<p>DATE: 08/20/2018 DRAWN BY: J. D. J. CHECKED BY: J. D. J. APPROVED BY: J. D. J. JOB: 21000000 SHEET NO.: 8 OF 20</p>	<p>APPLICATION NUMBER: P181022AP</p>



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AT&T
Austin, Texas, is a member of the AT&T program. For more information, visit www.att.com.

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 AUSTIN, TX 78702
 D: 512.450.4200 F: 512.450.4209
 10/20/2018

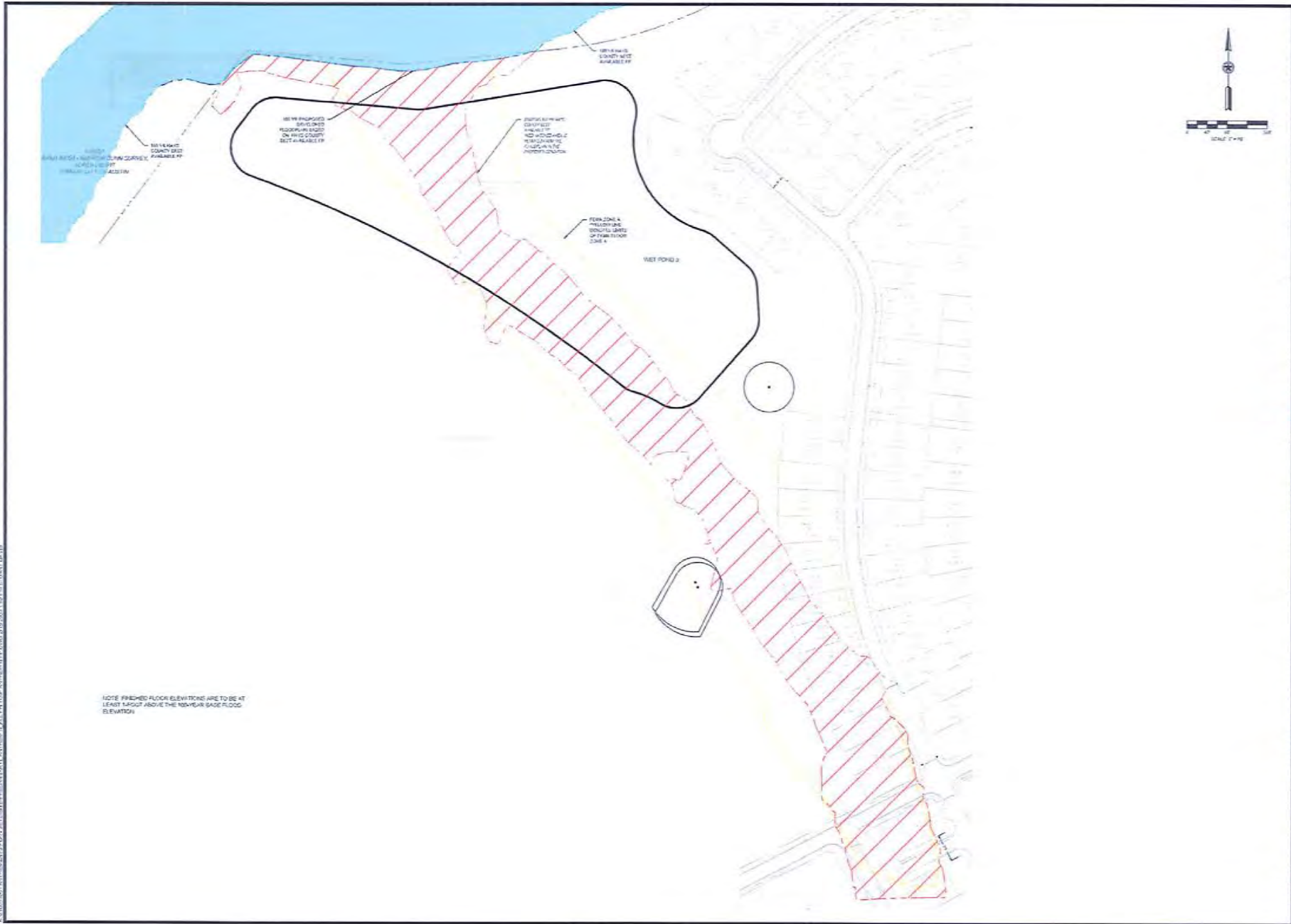
PRELIMINARY PLAN
 FREEDOM
 PHASE 3H
 MOUNTAIN CITY, ETJ
 HAYS COUNTY, TEXAS

CLIENT
 LANCELA
 4001 PARKER LANE, SUITE 100
 AUSTIN, TX 78727

PROJECT
 PHASE 3 PRELIMINARY
 STORM SEWER PLAN

DESIGNED BY: ENCL-18
 CHECKED BY: ENCL-18
 APPROVED BY: ENCL-18
 DATE: 10/20/2018
 SHEET NO. 10 OF 20

ATWELL, INC. 20250724/25 PRELIMINARY FLOODPLAIN MAP AND ELEVATIONS FOR 4001 PARKER LANE, SUITE 100, AUSTIN, TEXAS 78727. ALL ELEVATIONS ARE IN FEET ABOVE SEA LEVEL.



 811 Know what's below. Call before you dig. The State of Texas has established the 811 program to help prevent underground utility damage. For more information, visit www.811texas.com .	
 ATWELL 4001 PARKER LANE, SUITE 100 AUSTIN, TX 78727 TEL: 512.444.1111 F: 512.444.1112 WWW.ATWELLINC.COM	
PROJECT LARGER 4001 PARKER LANE, SUITE 100 AUSTIN, TX 78727	PRELIMINARY FLOODPLAIN MAP PHASE 1A MOUNTAIN CITY, ETJ HAYS COUNTY, TEXAS
DESIGNED BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank] DATE: [blank] SHEET NO. 20 OF 20	



Hays County Commissioners Court Agenda Request

Meeting Date: February 28, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-1962-NP; Discussion and possible action regarding the Anthem North, Phase 1 N, Preliminary Plan (aka Freedom Subdivision).

BACKGROUND/SUMMARY OF REQUEST:

A) Anthem North, Phase 1 N, Preliminary Plan is a proposed subdivision consisting of approximately 305 single family residential lots, 2 condominium lots consisting of approximately 265 units, 1 Amenity Center Lot, 1 Lift Station Lot, and approximately 7 open space lots.

B) The site is located off of FM 150 in Kyle and Precinct 4.

C) Water and Wastewater utility will be provided by the City of Kyle.

STAFF COMMENTS:

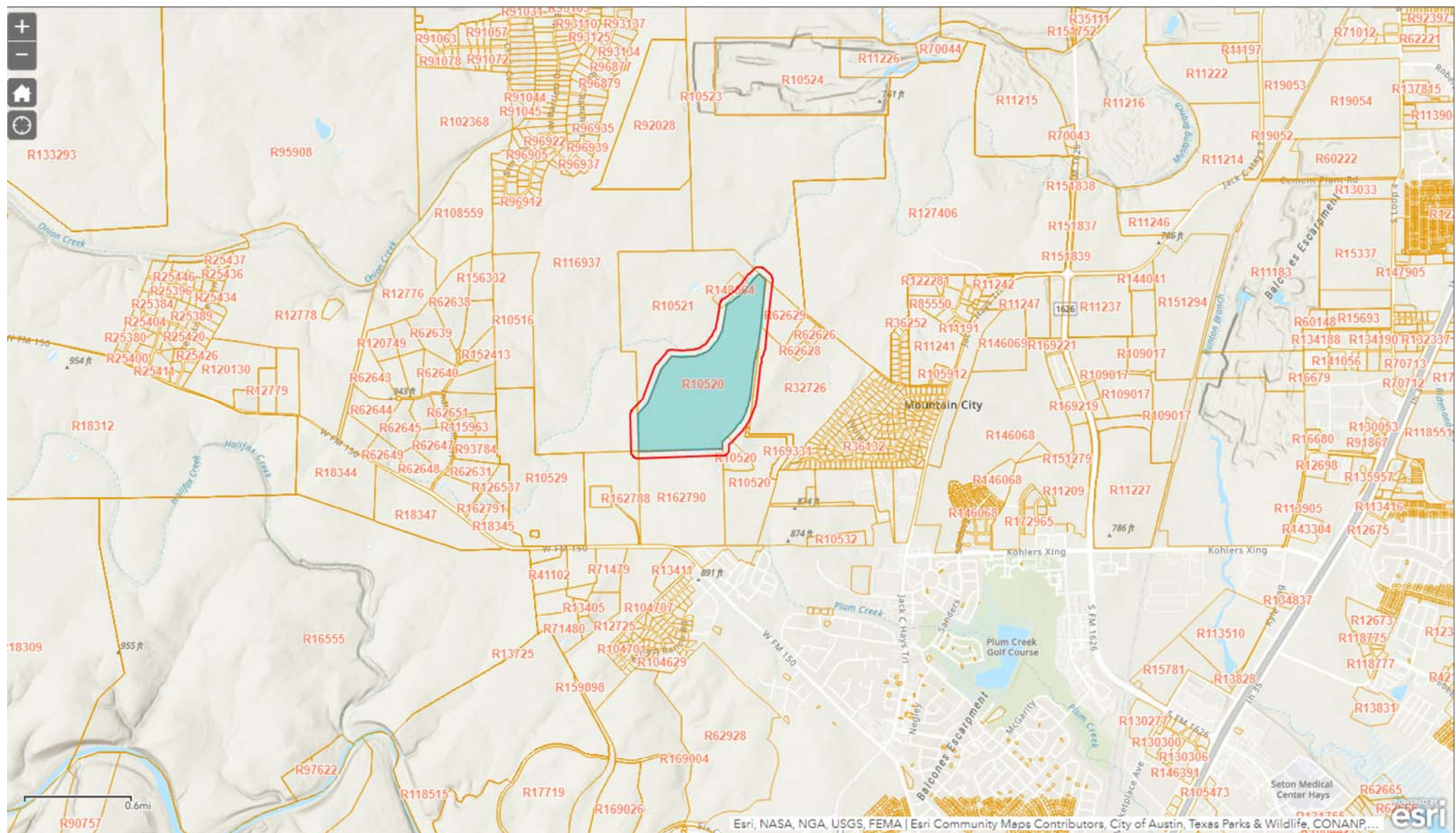
Staff has completed review of the Preliminary Plan pursuant to Texas Local Government Code Chapter 232 and per the Hays County Development Regulations as set forth. The item remaining is action on the final determination for the Preliminary Plan.

The application has no variances requested. Staff recommends approval of the Anthem North, Phase 1 N, Preliminary Plan (aka Freedom Subdivision).

ATTACHMENTS/EXHIBITS:

Property Location Map

Preliminary Plan





Hays County Commissioners Court

Date: 02/28/2023

Requested By: Marcus Pacheco, Development Services Director

Sponsor: Commissioner Shell

Agenda Item

PLN-2124-NP; Discussion and possible action regarding the Ecclesia Subdivision, Preliminary Plan (1 Lot). **SHELL/PACHECO**

Summary

Ecclesia Subdivision, Preliminary Plan is a 1 Lot subdivision plat consisting of 3.01 acres located off of Lone Man Mountain Rd in Wimberley and in Precinct 3.

Water utility will be accomplished by an individual private well. Wastewater utility will be accomplished by an individual on-site sewage facility.

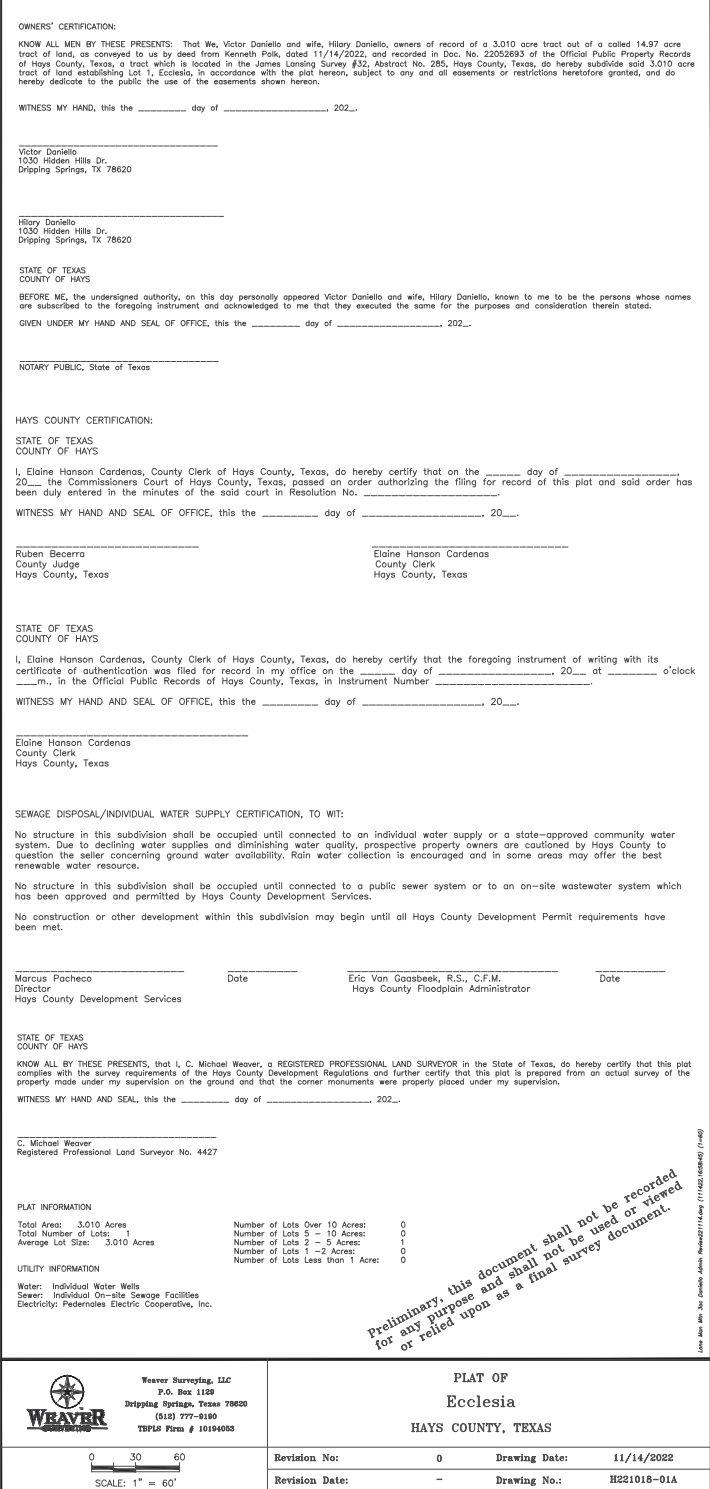
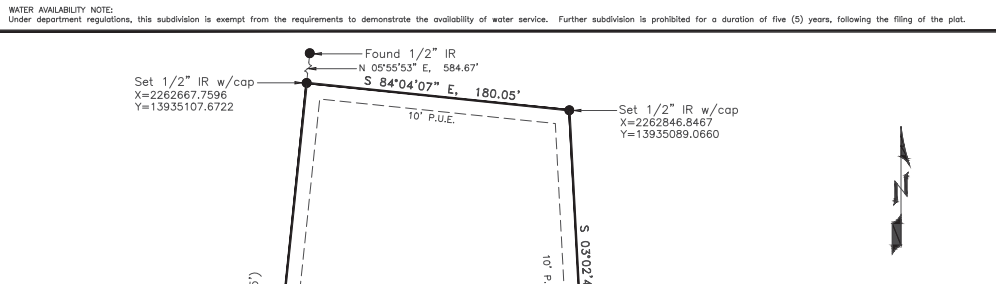
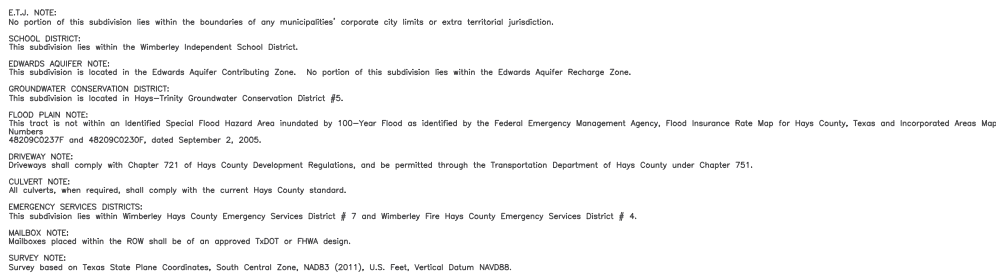
Attachments

Preliminary Plan

Cover Letter

Location Map

Comment Letter 2-17-2023



WFO: 0
WFO: 0
BC: 1
0
0
Acres: 0

Preliminary, this document shall not be recorded
for any purpose and shall not be used or relied
or relied upon as a final survey document.

Max Min Sum SumOfSquares SumOfSquares / (1+62)



Hays County Commissioners Court Agenda Request

Meeting Date: February 28, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2124-NP; Discussion and possible action regarding the Ecclesia Subdivision, Preliminary Plan (1 Lot).

BACKGROUND/SUMMARY OF REQUEST:

A) Ecclesia Subdivision, Preliminary Plan is a 1 Lot subdivision plat consisting of 3.01 acres located off of Lone Man Mountain Rd in Wimberley and in Precinct 3.

B) Water utility will be accomplished by an individual private well. Wastewater utility will be accomplished by an individual on-site sewage facility.

STAFF COMMENTS:

Staff has completed review of the Preliminary Plan pursuant to Texas Local Government Code Chapter 232 and per the Hays County Development Regulations as set forth. The item remaining is action on the final determination for the Preliminary Plan.

The application has no variances requested.

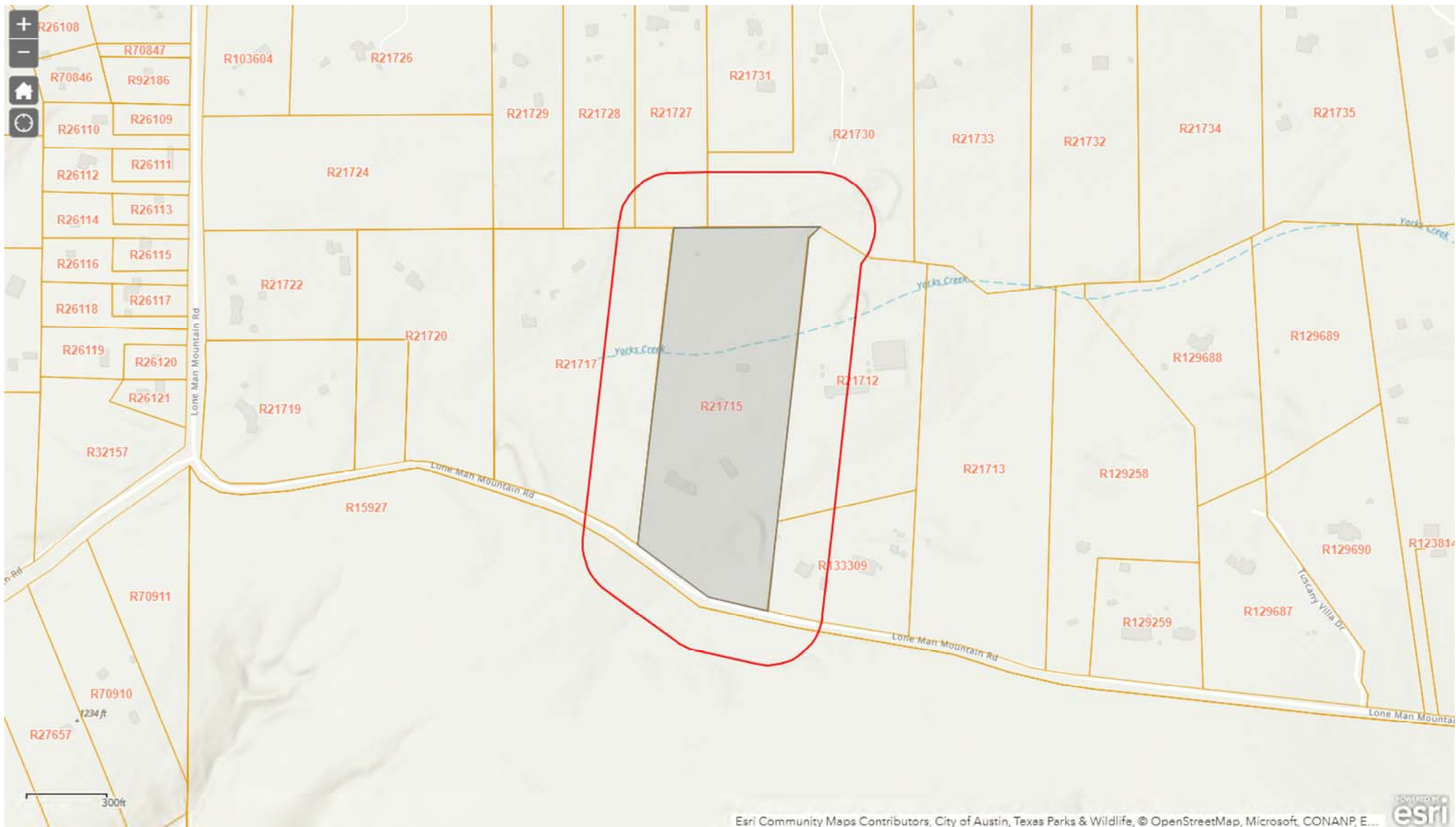
Staff recommends Approval with Conditions for the Ecclesia Subdivision, Preliminary Plan. The deficiencies remaining have been included in the backup.

ATTACHMENTS/EXHIBITS:

Property Location Map

Preliminary Plan

Hays County Plan Review Comments Letter 2-17-2023





Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

Planning Review Comment Letter

Owner Information:

Victor and Hilary Daniello

1030 Hidden Hills Dr., Dripping Springs TX 78620

daniellov22@gmail.com

Date: 2/17/2023

Project ID: PLN-2124-NP

Application Type: New Subdivision

Application Status: Approved with Conditions

To whom it may concern,

Hays County staff has conducted its review for the above Application. In accordance with Texas Local Government Code, Chapter 232, all comments/deficiencies are outlined below. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the MyGovernmentOnline Customer Portal.

9-1-1 Technical Review

1. Technical review is complete as of 01/23/2023.

Digital Technical Review

1. The digital data is denied due to the following:
A majority of annotation, the GPS Control Point tie polyline, and the GPS Control Point polyline/polygon are on the layer named "0". There should be no features on layer "0". Change these layer names to relate to their respective features.

Floodplain Technical Review

1. Technical Review Floodplain approved.

OSSF Technical Review

1. Technical Review OSSF approved

Plat / Plan Technical Review

1. **Per 705 §5.03(A) Roadway and Right-of-Way Information: Location, length and right-of-way widths of all proposed roadways and a depiction of how all proposed roadways shall connect with previously dedicated, platted or planned roadways within the vicinity of the Subdivision:**

For Variable Width right-of-ways, please exhibit the widest and narrowest widths along the subject property.

2. According to the Hays County Transportation Plan, the recommended right of way for Lone Man Mountain Road is 60'. Please verify and exhibit that the southern property boundary to be no closer than 30' from the centerline of Lone Man Mountain Road. Please identify the area between the edge of the current right of way and the property line which will be dedicated/reserved to Hays County. This area may be identified by hash marks or any other method which is easily identifiable.



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

3. As discussed in the Pre-Development Meeting for this project:

Project will be presented to the Commissioners Court following the Admin and Technical Review under the Preliminary Review Phase, receiving final determination based on staff recommendation.

Project will be recirculated amongst staff for the Final Plat Technical Review Phase and will need to be presented once more to the Commissioners Court to seek final determination based on staff recommendation.

Transportation Technical Review

1. Technical review is complete.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2099-PC; Las Lomas, Sec 2, Lot 3-C, Replat; Call for a Public Hearing on March 14th, 2023, followed by discussion and possible action regarding the Las Lomas, Sec 2, Lot 3-C, Replat. **SHELL/PACHECO**

Summary

Las Lomas, Sec 2, Lot 3-C is a recorded lot located off Camino de Rancho, in Wimberley and Precinct 3. The proposed replat will created 2 lots: 3-C1 and 3-C2, across 5.007 acres each. Water utility will be accomplished by Individual Private Wells and wastewater utility will be accomplished by On-Site Sewage Facilities.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: February 28th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2099-PC; Call for a Public Hearing on March 14th, 2023, followed by discussion and possible action regarding the Las Lomas, Sec 2 Lot 3-C, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Las Lomas, Sec 2, Lot 3-C, is a recorded lot located off Camino de Rancho, in Wimberley and Precinct 3.
- B) The proposed replat will establish two (2) lots across 10.01 acres. Water utility will be accomplished by Individual Private Wells and wastewater will be accomplished by On-Site Sewage Facilities
- C) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Las Lomas, Sec 2, Lot 3-C, Replat will take place on March 14th, 2023, at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the replat will take place.

STAFF COMMENTS:

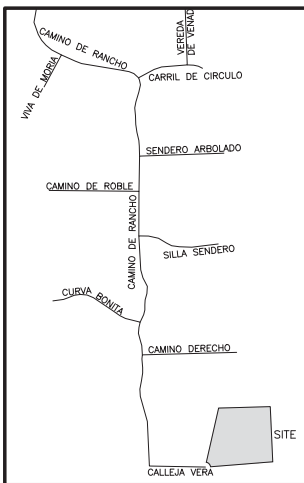
Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The actions remaining are to hold a public hearing on March 14th, 2023, and seek Commissioners Court final determination based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Property location map

Subdivision Plat



- SURVEYOR'S NOTES**
- FENCES MEANDER.
 - BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
 - ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0245F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.1% ANNUAL CHANCE FLOODPLAIN).
 - ORIGINAL SURVEY LINES SHOWN HEREON ARE APPROXIMATE ONLY AND WERE NOT LOCATED ON THE GROUND. THIS SURVEYOR DID NOT DETERMINE THE EXISTENCE OF ANY VACANCY, EXCESS, OR SHORTAGE OF AREA IN ANY OF THE ORIGINAL GRANTS SHOWN HEREON.
 - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
 - THIS TRACT IS SUBJECT TO A 20' WIDE ELECTRIC EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE IN VOLUME 678, PAGE 833 OF THE HAYS COUNTY REAL PROPERTY RECORDS AND NOTED ON THE PLAT RECORDED IN VOLUME 6, PAGE 93 OF THE HAYS COUNTY PLAT RECORDS.
 - THESE LOTS ARE SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 948, PAGE 443 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.
 - ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
 - THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY ISD.
 - NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
 - THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.
 - THIS SUBDIVISION LIES WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.
 - MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
 - ALL LOTS SERVED BY SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANOTHER DEVELOPMENT OF A DWELLING UNIT OCCURS OR 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 THE PURPOSES OF THIS SUBPARAGRAPH.
 - THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
 - LOTS SMALLER THAN FIVE ACRES, WHICH ARE SERVED BY A SHARED ACCESS DRIVEWAY, WILL BE PROHIBITED FROM FURTHER SUBDIVISION UNLESS ADDITIONAL IMPROVED ACCESS IS PROVIDED.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, TRAVIS EDUARDO SALINAS, OWNER OF 3C, LAS LOMAS, SECTION 2, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 11/10/2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21062496 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 3C, LAS LOMAS, SECTION 2, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

TRAVIS EDUARDO SALINAS, OWNER
121 CALLEJA VERDE, WIMBERLEY, TX 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRAVIS EDUARDO SALINAS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF

____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF ____ A.D., 20____ THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN

HAYS COUNTY INSTRUMENT NUMBER _____

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____ A.D., 20____ AT ____ O'CLOCK ____ M., AND DULY RECORDED ON THE ____ DAY OF ____ A.D., 20____ AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN HAYS COUNTY INSTRUMENT NUMBER _____

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

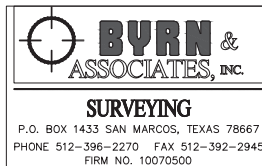
PEDERNALES ELECTRIC COOPERATIVE NOTES

- PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE OR REAR LOT LINES. PROPERTY WITHIN A PUBLIC ROADWAY OR ACCESS EASEMENT SHALL BE DESIGNATED AS A UTILITY EASEMENT.
- ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE.
- EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
- ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
- NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

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

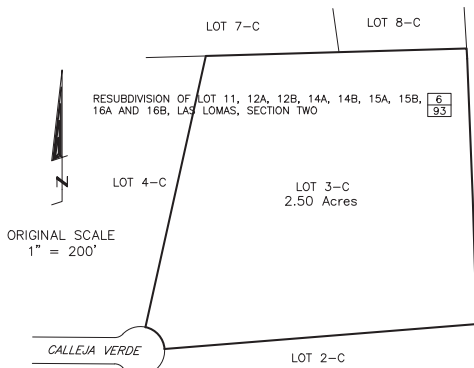


RESUBDIVISION PLAT OF LOT
3-C, LAS LOMAS, SECTION TWO,
HAYS COUNTY, TEXAS

VICINITY MAP - 1"=1000'

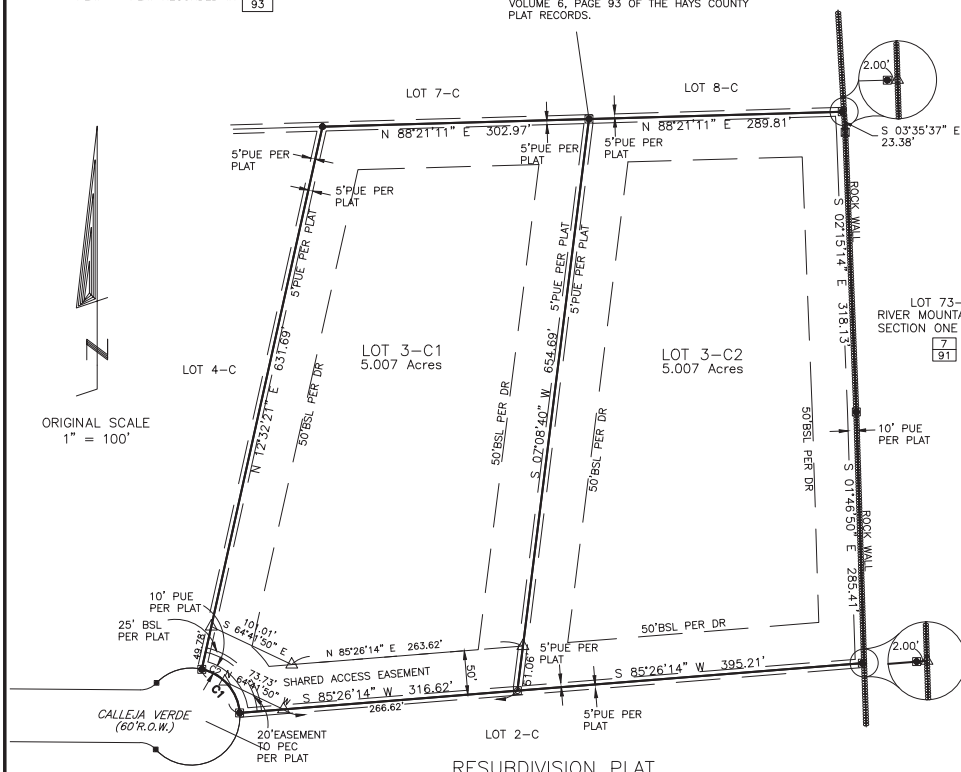
LEGEND

- VOL PG** HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- VOL PG** HAYS COUNTY PLAT RECORDS
- ☒ 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- ☒ 1/2" IRON ROD FOUND OR DIAMETER NOTED
- ☒ 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- ☒ CALCULATED POINT
- ☒ WIRE FENCE
- ☒ UTILITY LINE, POLE AND GUY
- ☒ IRON ROD FOUND WITH ALUMINUM CAP STAMPED "PRO-TECH ENG."
- DR** DEED RESTRICTIONS RECORDED IN **(948 443)**
- PLAT** PLAT RECORDED IN **(6 93)**



ORIGINAL LOT CONFIGURATION

LOT 3-C, RESUBDIVISION OF LOT 11, 12A, 12B, 14A, 14B, 15A, 15B, 16A AND 16B, LAS LOMAS, SECTION TWO AS RECORDED IN VOLUME 6, PAGE 93 OF THE HAYS COUNTY PLAT RECORDS.



RESUBDIVISION PLAT

LOT SIZE CATEGORIES

TOTAL AREA = 10.013 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 5.007 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 - 10 ACRES = 2
NUMBER OF LOTS 2 - 5 ACRES = 0
NUMBER OF LOTS 1 - 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOP.
WATER-INDIVIDUAL WELLS
SEWER-INDIVIDUAL ON-SITE
SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROAD UNLESS: (a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

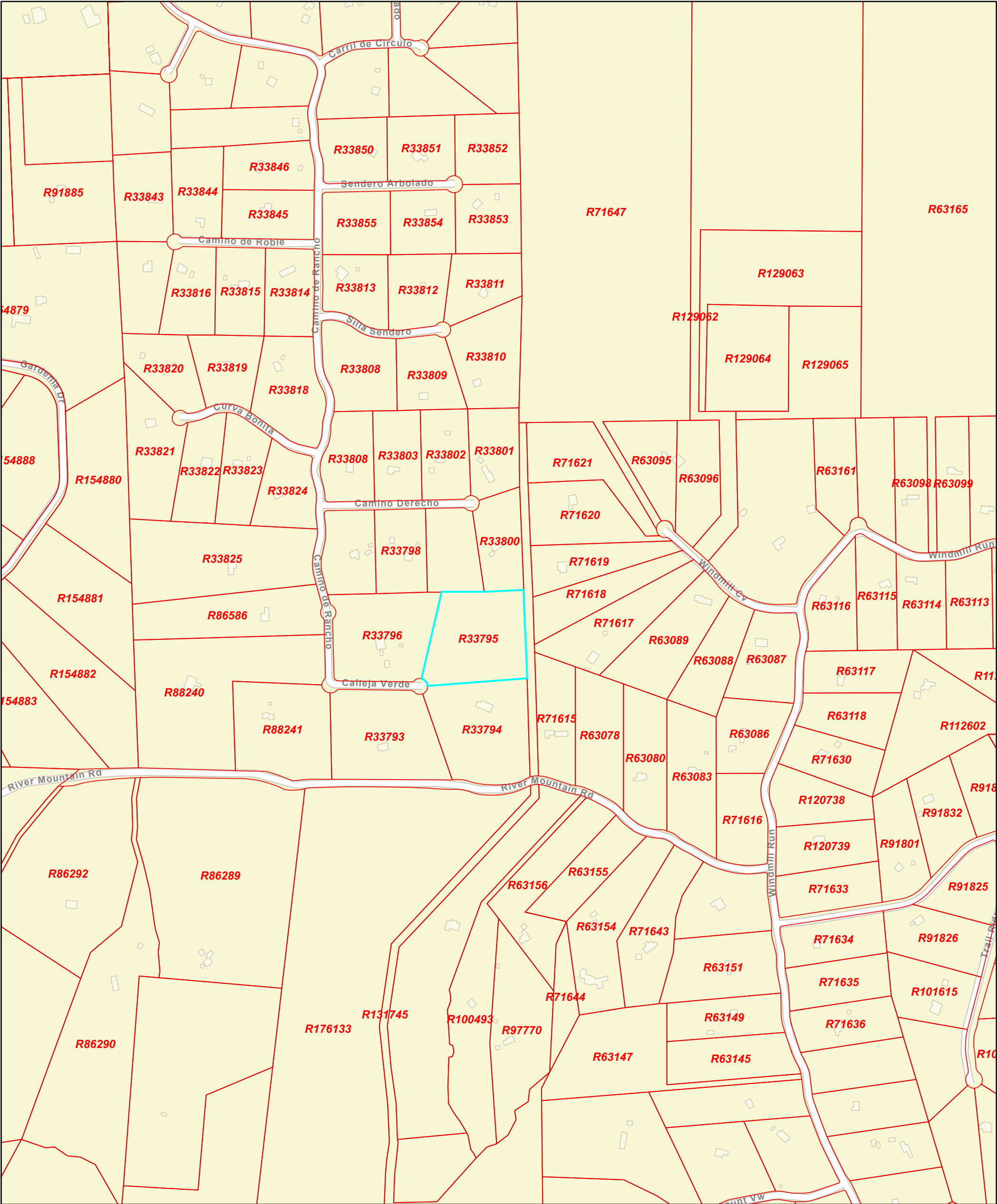
ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

DATE

CLIENT: SALINAS, TRAVIS
DATE: 6/21/2022
OFFICE: K. SMITH
CREW: K. SMITH, BANKS
FB/PG: 783/55
PLAT NO. 28068-22-c

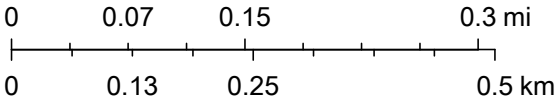
Hays CAD Web Map



2/23/2023, 12:11:42 PM

 Parcels

1:9,028



Esri Community Maps Contributors, City of Austin, Comal County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Jeff McGill

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the Information Technology Director to execute equipment quotes for ordering new or replacement Cradlepoint devices through Axon Enterprise, Inc. **INGALSBE/McGILL**

Summary

On 1/17/23 the Commissioners Court authorized the IT Director to execute quotes for the previous cradlepoint provider. It has since been determined that it is more cost-effective to maintain the devices with the vendor that provides the in-car camera systems for warranty purposes. This vendor also requires execution of a quote in order to activate the associated software license. Requesting authorization to allow the IT Director to execute quotes for approved equipment purchases that are budgeted during the annual budget process in order to process orders efficiently.



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve vendors for the May 6th Cinco de Mayo Menudo Throwdown 2023 event by Hill Country Cook-Off Association in accordance with the Hays County Property Use Policy. **BECERRA**

Summary

An application was submitted by Hill Country Cook-off Association to hold a public event on the historic courthouse grounds. The "Cinco de Mayo Menudo Throwdown" will include a food competition of menudo, beans, carne guisada & micheladas. They will also have music and entertainment. They wish to have art, craft, and food vendors. Hays County Property Use Policy section E.12 states that "Commercial soliciting, vending, and displaying or distributing commercial advertising on Property is prohibited, except when in conjunction with an event approved by the Commissioners Court."

Hill Country Cook-off Association states that they are "A group of everyday people who love the sport of bbq. Through that love we host events to help families dealing with kids with cancer." Last year, they raised \$6,000 for a child who needed eye surgery.



Hays County Commissioners Court

Date: 02/28/2023

Requested By: Marcus Pacheco, Development Services Director

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the renaming of a portion of Dacy Lane to Science Hall Loop.

INGALSBE/PACHECO

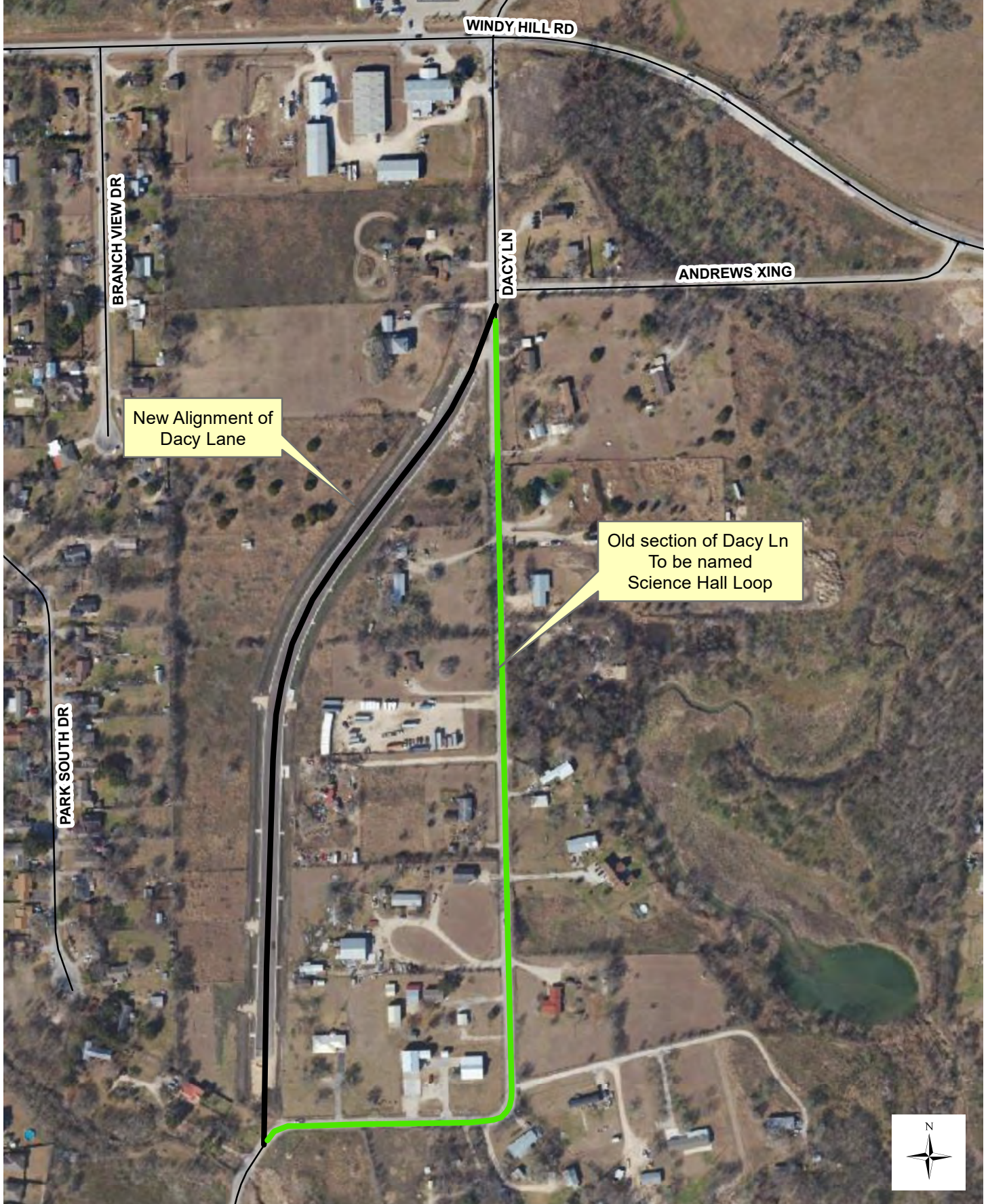
Summary

The realignment and expansion project for Dacy Lane is approaching finishing construction for a portion of the new alignment. As a result, a portion of the Old Dacy Lane will need to have the road name changed for the purposed of the 911 street addressing guidelines. Staff has included a map of the portion to be renamed to Science Hall Loop. Furthermore, the name change will not be finalized until construction on this new portion is officially accepted by the County.

Attachments

Science Hall Loop Map

Renaming a former section of Dacy Lane to Science Hall Loop





Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Social Service Funding Agreements between Hays County and Wimberley Independent School District (WISD), San Marcos Independent School District, Hays Independent School District (SMISD) and Dripping Springs Independent School District (DSISD) regarding recovery assistance for direct or indirect impacts of COVID-19 and behavior health care services and amend the budget accordingly. **SMITH**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment:

Social Service Funding Agreements

Fiscal Impact:

Amount Requested: \$800,000 (\$200k for each ISD)

Line Item Number: 011-763-99-184]

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$800,000) - Increase Intergovernmental Revenue 011-763-99-184.4301

\$200,000 - Increase Project Contribution DSISD 011-763-99-184.5600_019

\$200,000 - Increase Project Contribution HCISD 011-763-99-184.5600_020

\$200,000 - Increase Project Contribution SMCISD 011-763-99-184.5600_021

\$200,000 - Increase Project Contribution WISD 011-763-99-184.5600_022

Auditor's Office:

Purchasing Guidelines Followed Y/N?: ISD Social Services Funding Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, ARPA second tranche

Comments: N/A

Attachments

DSCISD SRA

HCISD SRA

SMCISD SRA

WISD SRA

Behavior Health in Schools PW

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT**

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 **Dripping Springs Independent School District** (the "Agency"), a special-purpose units of local government, located at 510 W. Mercer Street, Dripping Springs, Texas 78620.

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 behavioral health cares services for Wimberley Independent School District students affected by the COVID-19 pandemic; 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 \$200,000.00 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 \$200,000.00 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. The County and the Agency agree that the Agency is a Recipient for purpose of this Section IV. 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 the Effective Date, 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 Professional Behavioral Health Services, Administration, Salaries and Fringe Benefits for Behavioral Health Services District Staff, and certain costs for delivering Behavioral Health Services including Equipment, Supplies, Contractual Services, Rent/utilities, and District Specific Costs, (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 District Staff, Contracts for Behavioral Health Services, Invoices and Proof of Payment for Professional Behavioral Health Services, Equipment, Supplies, Contractual Services, Rent/utilities, Administrative and District Specific 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:

Dripping Springs Independent School District
510 W. Mercer Street
Dripping Springs, Texas 78620
Attention: Dr. Holly Morris-Kuentz

- 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

Dripping Springs Independent School District

By: _____
Dr. Holly Morris-Kuentz
Superintendent of Schools

_____ Date

Exhibit A

Budget		
Line	Item	Approved Budget
	PERSONNEL	
1	Salaries	\$71,818.18
2	Fringe Benefits	\$20,000.00
3	<i>SUBTOTAL PERSONNEL</i>	\$91,818.18
	OPERATIONS	
4	Professional Services - Behavioral	\$90,000.00
5	Equipment	\$0.00
6	Supplies	\$0.00
7	Contractual Services	\$0.00
8	Rent/Utilities	\$0.00
9	Department Specific Costs	\$0.00
10		\$0.00
11		\$0.00
12		\$0.00
13		\$0.00
14		\$0.00
15		\$0.00
16		\$0.00
17		\$0.00
18		\$0.00
19		\$0.00
20	<i>SUBTOTAL OPERATIONS</i>	\$90,000.00
21	<i>Personnel and Operations Subtotal</i>	\$181,818.18
	INDIRECT COST	
22	Administration - 10% de minimus	\$18,181.82
23	<i>SUBTOTAL Indirect Cost</i>	\$18,181.82
	TOTALS	\$200,000.00

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

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

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. To the extent allowed by Texas law 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 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, Texas 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 2023**

Invoice Number: **01**

Agency: **Dripping Springs Independent School District**

Program:

Agency contact:

Current contract term:

E-mail:

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	\$71,818.18	\$0.00	\$0.00	\$71,818.18
2	Fringe Benefits	\$20,000.00	\$0.00	\$0.00	\$20,000.00
3	SUBTOTAL PERSONNEL	\$91,818.18	\$0.00	\$0.00	\$91,818.18
	OPERATIONS				
4	Professional Services - Behavioral	\$90,000.00	\$0.00	\$0.00	\$90,000.00
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	\$0.00	\$0.00	\$0.00	\$0.00
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	SUBTOTAL OPERATIONS	\$90,000.00	\$0.00	\$0.00	\$90,000.00
21	Personnel and Operations Subtotal	\$181,818.18	\$0.00	\$0.00	\$181,818.18
	INDIRECT COST				
22	Administration - 10% de minimus	\$18,181.82	\$0.00	\$0.00	\$18,181.82
23	SUBTOTAL Indirect Cost	\$18,181.82	\$0.00	\$0.00	\$18,181.82
24	PAYMENT REQUEST				
25	TOTALS	\$200,000.00	\$0.00	\$0.00	\$200,000.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

APH USE ONLY:

Reviewed & approved by: _____

Date: _____

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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 **Hays Consolidated Independent School District** (the "Agency"), a special-purpose units of local government, located at 21003 Interstate 35 Frontage Road, 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 behavioral health cares services for Wimberley Independent School District students affected by the COVID-19 pandemic; 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 \$200,000.00 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 \$200,000.00 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. The County and the Agency agree that the Agency is a Recipient for purpose of this Section IV. 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 the Effective Date, 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 Professional Behavioral Health Services, Administration, Salaries and Fringe Benefits for Behavioral Health Services District Staff, and certain costs for delivering Behavioral Health Services including Equipment, Supplies, Contractual Services, Rent/utilities, and District Specific Costs, (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 District Staff, Contracts for Behavioral Health Services, Invoices and Proof of Payment for Professional Behavioral Health Services, Equipment, Supplies, Contractual Services, Rent/utilities, Administrative and District Specific 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:

Hays Consolidated Independent School District
21003 Interstate 35 Frontage Road
Kyle, Texas 78640
Attention: Dr. Eric Wright

- 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

Hays Consolidated Independent School District

By: _____
Dr. Eric Wright
Superintendent of Schools

_____ Date

Exhibit A

Budget		
Line	Item	Approved Budget
	PERSONNEL	
1	Salaries	\$71,818.18
2	Fringe Benefits	\$20,000.00
3	SUBTOTAL PERSONNEL	\$91,818.18
	OPERATIONS	
4	Professional Services - Behavioral	\$90,000.00
5	Equipment	\$0.00
6	Supplies	\$0.00
7	Contractual Services	\$0.00
8	Rent/Utilities	\$0.00
9	Department Specific Costs	\$0.00
10		\$0.00
11		\$0.00
12		\$0.00
13		\$0.00
14		\$0.00
15		\$0.00
16		\$0.00
17		\$0.00
18		\$0.00
19		\$0.00
20	SUBTOTAL OPERATIONS	\$90,000.00
21	Personnel and Operations Subtotal	\$181,818.18
	INDIRECT COST	
22	Administration - 10% de minimus	\$18,181.82
23	SUBTOTAL Indirect Cost	\$18,181.82

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

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

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. To the extent allowed by Texas law 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 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, Texas 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 2023**

Invoice Number: **01**

Agency: **Hays Consolidated Independent School District**

Program:

Current contract term:

Agency contact:

E-mail:

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	\$71,818.18	\$0.00	\$0.00	\$71,818.18
2	Fringe Benefits	\$20,000.00	\$0.00	\$0.00	\$20,000.00
3	SUBTOTAL PERSONNEL	\$91,818.18	\$0.00	\$0.00	\$91,818.18
	OPERATIONS				
4	Professional Services - Behavioral	\$90,000.00	\$0.00	\$0.00	\$90,000.00
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	\$0.00	\$0.00	\$0.00	\$0.00
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	SUBTOTAL OPERATIONS	\$90,000.00	\$0.00	\$0.00	\$90,000.00
21	Personnel and Operations Subtotal	\$181,818.18	\$0.00	\$0.00	\$181,818.18
	INDIRECT COST				
22	Administration - 10% de minimus	\$18,181.82	\$0.00	\$0.00	\$18,181.82
23	SUBTOTAL Indirect Cost	\$18,181.82	\$0.00	\$0.00	\$18,181.82
24	PAYMENT REQUEST				
25	TOTALS	\$200,000.00	\$0.00	\$0.00	\$200,000.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

APH USE ONLY:

Reviewed & approved by: _____

Date: _____

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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 **San Marcos Consolidated Independent School District** (the "Agency"), a special-purpose units of local government, located at 631 Mill Street, San Marcos, Texas 78666.

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 behavioral health cares services for Wimberley Independent School District students affected by the COVID-19 pandemic; 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 \$200,000.00 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 \$200,000.00 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. The County and the Agency agree that the Agency is a Recipient for purpose of this Section IV. 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 the Effective Date, 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 Professional Behavioral Health Services, Administration, Salaries and Fringe Benefits for Behavioral Health Services District Staff, and certain costs for delivering Behavioral Health Services including Equipment, Supplies, Contractual Services, Rent/utilities, and District Specific Costs, (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 District Staff, Contracts for Behavioral Health Services, Invoices and Proof of Payment for Professional Behavioral Health Services, Equipment, Supplies, Contractual Services, Rent/utilities, Administrative and District Specific 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:

San Marcos Consolidated Independent School
District
631 Mill Street
San Marcos, Texas 78666
Attention: Dr. Michael Cardona

- 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

San Marcos Consolidated Independent School District

By: _____
Dr. Michael Cardona
Superintendent of Schools

_____ Date

Exhibit A

Budget		
Line	Item	Approved Budget
	PERSONNEL	
1	Salaries	\$71,818.18
2	Fringe Benefits	\$20,000.00
3	SUBTOTAL PERSONNEL	\$91,818.18
	OPERATIONS	
4	Professional Services - Behavioral	\$90,000.00
5	Equipment	\$0.00
6	Supplies	\$0.00
7	Contractual Services	\$0.00
8	Rent/Utilities	\$0.00
9	Department Specific Costs	\$0.00
10		\$0.00
11		\$0.00
12		\$0.00
13		\$0.00
14		\$0.00
15		\$0.00
16		\$0.00
17		\$0.00
18		\$0.00
19		\$0.00
20	SUBTOTAL OPERATIONS	\$90,000.00
21	Personnel and Operations Subtotal	\$181,818.18
	INDIRECT COST	
22	Administration - 10% de minimus	\$18,181.82
23	SUBTOTAL Indirect Cost	\$18,181.82
	TOTALS	\$200,000.00

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

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

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. To the extent allowed by Texas law 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 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, Texas 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 2023**

Invoice Number: **01**

Agency: **San Marcos Consolidated Independent School District**

Program:

Agency contact:

Current contract term:

E-mail:

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	\$71,818.18	\$0.00	\$0.00	\$71,818.18
2	Fringe Benefits	\$20,000.00	\$0.00	\$0.00	\$20,000.00
3	SUBTOTAL PERSONNEL	\$91,818.18	\$0.00	\$0.00	\$91,818.18
	OPERATIONS				
4	Professional Services - Behavioral	\$90,000.00	\$0.00	\$0.00	\$90,000.00
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	\$0.00	\$0.00	\$0.00	\$0.00
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	SUBTOTAL OPERATIONS	\$90,000.00	\$0.00	\$0.00	\$90,000.00
21	Personnel and Operations Subtotal	\$181,818.18	\$0.00	\$0.00	\$181,818.18
	INDIRECT COST				
22	Administration - 10% de minimus	\$18,181.82	\$0.00	\$0.00	\$18,181.82
23	SUBTOTAL Indirect Cost	\$18,181.82	\$0.00	\$0.00	\$18,181.82
24	PAYMENT REQUEST				
25	TOTALS	\$200,000.00	\$0.00	\$0.00	\$200,000.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

APH USE ONLY:

Reviewed & approved by: _____

Date: _____

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH WIMBERLEY INDEPENDENT SCHOOL DISTRICT**

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 **Wimberley Independent School District** (the "Agency"), a special-purpose units of local government, located at 951 FM 2325, Wimberley, Texas 78676.

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 behavioral health cares services for Wimberley Independent School District students affected by the COVID-19 pandemic; 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 \$200,000.00 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 \$200,000.00 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. The County and the Agency agree that the Agency is a Recipient for purpose of this Section IV. 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 the Effective Date, 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 Professional Behavioral Health Services, Administration, Salaries and Fringe Benefits for Behavioral Health Services District Staff, and certain costs for delivering Behavioral Health Services including Equipment, Supplies, Contractual Services, Rent/utilities, and District Specific Costs, (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 District Staff, Contracts for Behavioral Health Services, Invoices and Proof of Payment for Professional Behavioral Health Services, Equipment, Supplies, Contractual Services, Rent/utilities, Administrative and District Specific 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:

Wimberley Independent School District
951 FM 2325
Wimberley, Texas 78676
Attention: Dr. Greg Bonewald

- 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

Wimberley Independent School District

By: _____
Dr. Greg Bonewald
Superintendent of Schools

_____ Date

Exhibit A

Budget		
Line	Item	Approved Budget
	PERSONNEL	
1	Salaries	\$71,818.18
2	Fringe Benefits	\$20,000.00
3	<i>SUBTOTAL PERSONNEL</i>	\$91,818.18
	OPERATIONS	
4	Professional Services - Behavioral	\$90,000.00
5	Equipment	\$0.00
6	Supplies	\$0.00
7	Contractual Services	\$0.00
8	Rent/Utilities	\$0.00
9	Department Specific Costs	\$0.00
10		\$0.00
11		\$0.00
12		\$0.00
13		\$0.00
14		\$0.00
15		\$0.00
16		\$0.00
17		\$0.00
18		\$0.00
19		\$0.00
20	<i>SUBTOTAL OPERATIONS</i>	\$90,000.00
21	<i>Personnel and Operations Subtotal</i>	\$181,818.18
	INDIRECT COST	
22	Administration - 10% de minimus	\$18,181.82
23	<i>SUBTOTAL Indirect Cost</i>	\$18,181.82
	TOTALS	\$200,000.00

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

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

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. To the extent allowed by Texas law 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 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, Texas 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 2023**

Invoice Number: **01**

Agency: **Wimberley Independent School District**

Program:

Agency contact: **512-847-2414**

Current contract term:

E-mail:

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	\$71,818.18	\$0.00	\$0.00	\$71,818.18
2	Fringe Benefits	\$20,000.00	\$0.00	\$0.00	\$20,000.00
3	SUBTOTAL PERSONNEL	\$91,818.18	\$0.00	\$0.00	\$91,818.18
	OPERATIONS				
4	Professional Services - Behavioral	\$90,000.00	\$0.00	\$0.00	\$90,000.00
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	\$0.00	\$0.00	\$0.00	\$0.00
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	SUBTOTAL OPERATIONS	\$90,000.00	\$0.00	\$0.00	\$90,000.00
21	Personnel and Operations Subtotal	\$181,818.18	\$0.00	\$0.00	\$181,818.18
	INDIRECT COST				
22	Administration - 10% de minimus	\$18,181.82	\$0.00	\$0.00	\$18,181.82
23	SUBTOTAL Indirect Cost	\$18,181.82	\$0.00	\$0.00	\$18,181.82
24	PAYMENT REQUEST				
25	TOTALS	\$200,000.00	\$0.00	\$0.00	\$200,000.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

APH USE ONLY:

Reviewed & approved by: _____

Date: _____



HCTX106_ Behavioral Health in Schools

HAYS COUNTY ARPA SLFRF PROJECT

HCTX106_ Behavioral Health in Schools

1	Hays County Behavioral Health in Schools	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	3
1.3	Program Summary	4
2	Comparative Analysis.....	4
2.1	Reasonableness & Proportionality.....	4
3	Eligibility.....	5
3.1	Final Rule.....	5
3.2	Compensation – fringe benefits.....	5
3.3	Compensation – personal services	5

1 HAYS COUNTY BEHAVIORAL HEALTH IN SCHOOLS

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

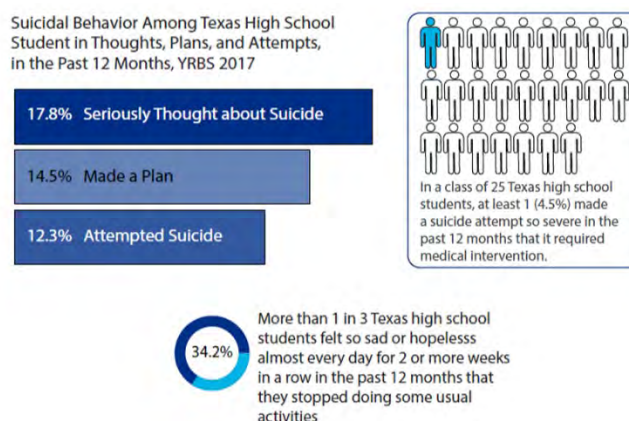
Texas law grants cities and towns freedom in the development and administration of their schools, resulting in the formation of independent school districts. Today, there are some 1,039 independent school districts in Texas.¹ “Independent” indicates that the school district is separate from any municipality, county, or state—the school district has its own taxing authority outside the direct control of other governmental entities. “Consolidated” school districts are those formed from two or more districts. These Independent Schools Districts (ISD) and Consolidated Independent School Districts (CISD) are responsible for the health and wellbeing of the approximately 39,000 students in Hays County.²

Each year, approximately one in five students (20%) in the United States experiences a clinical mental health disorder. However, it takes on average eleven years³ to identify a mental health condition for a child. This delay allows risks to exacerbate without early intervention and mental health support. Many students and families do not have access to adequate mental health services, and the need for mental health supports is on the rise.⁴

Texas high school students on the Youth Risk Behavior Survey in 2017⁵ reported seriously thinking about suicide at a rate of 17.8%. The survey also showed a trend of rising suicide attempts over the past ten years.

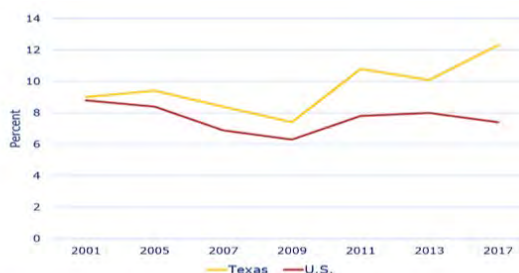
The Treasury department recognizes that the public health emergency, necessary mitigation measures like social distancing, and the economic downturn have exacerbated mental health challenges for many Americans. This includes the educational disparities exacerbated by COVID-19, like support for students’ social, emotional, and mental health needs.⁶

Figure 1. Suicidal Behavior



Source: <https://www.dshs.texas.gov/chs/yrbs/attachments/September-Data-Brief-2018.pdf>

Figure 2. 10-year trend of rising suicide attempts



Source: <http://healthdata.dshs.texas.gov/dashboard/surveys-and-profiles/youth-risk-behavior-survey>

¹ An Overview of the History of Public Education in Texas | Texas Education Agency

² National Center for Education Statistics

³ National Association for Mental Illness (NAMI). (2020). Available at: <https://nami.org/mhstats>

⁴ Mental Health America. (2020). Available at: <https://www.mhanational.org/issues/childrens-mental-health>

⁵ Texas Youth Risk Behavior Survey. (2017). Available at: www.dshs.texas.gov/chs/yrbs

⁶ 31 CFR Part 35 — Coronavirus State and Local Fiscal Recovery Funds, Final Rule

The early intervention and mental health support available in Hays County schools is not adequate to address the increase in students at risk of developing a behavioral health issue. This is demonstrated by the recent uptick in teenagers suffering from fentanyl-related overdoses in Hays County, including the overdose deaths of three students.⁷

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Establishing systems for prevention, early identification, and mental health treatment for students with mental health challenges can protect students who may be vulnerable to disconnection, isolation, loss of social status, self-harm, retaliation, and aggressive behavior. Additionally, all these symptoms are predictive of future violence, although the vast majority of students with mental illness are not violent (and are more likely than their peers to be victims of violence).⁸

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), the U.S. Treasury enumerated eligible uses under the Behavioral Health Care category services for prevention, treatment, recovery, and harm reduction for mental health and other behavioral health challenges caused or exacerbated by the public health emergency.

A consistent theme that emerged from the Federal Commission on School Safety's (Federal Commission) listening sessions and site visits was the lack of mental health professionals in schools or centers whom students and school personnel can easily access. In a landmark study, the U.S. Secret Service and U.S. Department of Education found that, while most individuals committing attacks on schools had not received a formal mental health evaluation or diagnosis, most attackers exhibited a history of suicide attempts or suicidal thoughts at some point prior to the attack. More than half of the attackers had a documented history of feeling extremely depressed or desperate.⁹

Based on its investigation, the Federal Commission stated its belief that "schools have the potential to play a key role in preventing youth mental, emotional, and behavioral difficulties, identifying and supporting students with mental health problems and reducing youth violence."¹⁰ This requires access to a continuum of mental health services including prevention, early intervention, and treatment. This continuum should include—or have the goal of working toward—an adequate number of school employed mental health professionals who are trained to provide services in the learning environment; are functioning members of the school team; and contribute to daily accessibility, continuity, and sustainability of services.

Under the SLFRF Public Health eligible uses for behavioral health, Hays County will offer grants through a subrecipient agreement to the Hays Consolidated Independent School District, Wimberly Independent School District, and Dripping Springs Independent School District to provide students with wraparound services such as behavioral therapy and substance use treatment through hiring of mental health professionals. Each school ISD will be eligible to receive up to \$200,000 for behavioral health services that can be split between mental health and substance use services.

⁷ Fentanyl crisis hits close to home | Hays Free Press

⁸ TEA Statewide Plan for Student Mental Health

⁹ U.S. Secret Service, The Final Report and Findings of the Safe School Initiative

¹⁰ Federal Commission, Final Report, 28.

1.3 PROGRAM SUMMARY

ISDs will submit an application for grant funds to Hays County. Documents supporting the eligibility of the ISDs as a beneficiary, like being a special-purpose unit of local government, will be required. Funds can be utilized for hiring mental health or substance use personnel, including fringe benefits, or to contract with a provider of mental health or substance use services.

Documentation supporting the cost of the mental health and substance use services, like payroll records or contracts, will be collected and validated. A cost analysis of the supplied documents will be completed to determine cost reasonableness and proportionality. Once the validation and cost reasonableness analysis are completed a final award will be determined. An ISD will enter into a subrecipient agreement and funds will be issued to the ISD.

As a subrecipient an ISD is subject to subrecipient monitoring and reporting requirements.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

The ISDs annually update a Compensation Plan which is then adopted by a vote from the Board of Trustees. These compensation plans include wage and salary structures for various pay grades and professions. Table 1 shows the minimum and maximum base salaries for job classifications that include Mental Health Professionals and Licensed Psychologist from Wimberly ISD, Dripping Springs ISD, and Hays CISD.

Table 1: ISD Compensation Plan Salaries

Compensation Plan	Wimberley ISD 2019 ¹¹	Dripping Springs ISD 2021-2022 ¹²	Hays CISD 2022-23 ¹³
Minimum Base Salary	\$47,345.00	\$55,582.00	\$55,081.00
Maximum Base Salary	\$85,833.00	\$92,050.00	\$87,089.00

The Federal Commission's listening sessions and site visits consistently showed a lack of behavioral health professionals in schools. With the SLFRF award each ISD could hire one mental health professional and one substance use professional and pay for a portion of each's fringe benefits. Given the lack of behavioral health professionals the addition of two per ISD is reasonable. Professional service costs comparable to the amounts shown in Table 1 that achieve the goal of increasing support for students' social, emotional, and mental health needs are also expected to be reasonable.

¹¹ Wimberley ISD 2019 Compensation Plan

¹² Dripping Springs ISD 2021-2022 Compensation Plan

¹³ Hays CISD 2022-2023 Compensation Plan

3 ELIGIBILITY

3.1 FINAL RULE¹⁴

Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services. Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:

- Enhanced behavioral health services in schools

3.2 COMPENSATION — FRINGE BENEFITS¹⁵

General. Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

3.3 COMPENSATION — PERSONAL SERVICES¹⁶

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;
- 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.

¹⁴ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

¹⁵ 2 CFR 200.431(a)

¹⁶ 2 CFR 200.430(a)



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize use of funding from the Hays County American Rescue Plan Recovery Grant for the Hays County Local Health Department Mobile Vaccine Facility regarding recovery assistance for direct or indirect impacts of COVID-19; and to amend the budget accordingly. **INGALSBE/COHEN**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment:

Mobile Vaccine Facility PW

Fiscal Impact:

Amount Requested: \$180,826.01

Line Item Number: 011-763-99-151.5713_700

Budget Office:

Source of Funds: American Rescue Plan (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$180,826.01) - Increase Intergovernmental Revenues - Capital 011-763-99-151.4304

\$180,826.01 - Increase Vehicles_Capital 011-763-99-151.5713_700

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, GSA Contract GS-30F-0002

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$180,826.01 second ARPA tranche

Comments: N/A

Attachments

HC Mobil Vaccine Facility PW



HCTX115_Local Health Department Mobile Vaccine Facility

HAYS COUNTY ARPA SLFRF PROJECT

HCTX115_Local Health Department Mobile Vaccine Facility

1	Local Health Department Mobile Vaccine Facility Overview.....	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	3
1.3	Program Summary	3
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility	5
3.1	Final Rule.....	5
3.2	Capital Expenditure.....	5

1 LOCAL HEALTH DEPARTMENT MOBILE VACCINE FACILITY OVERVIEW

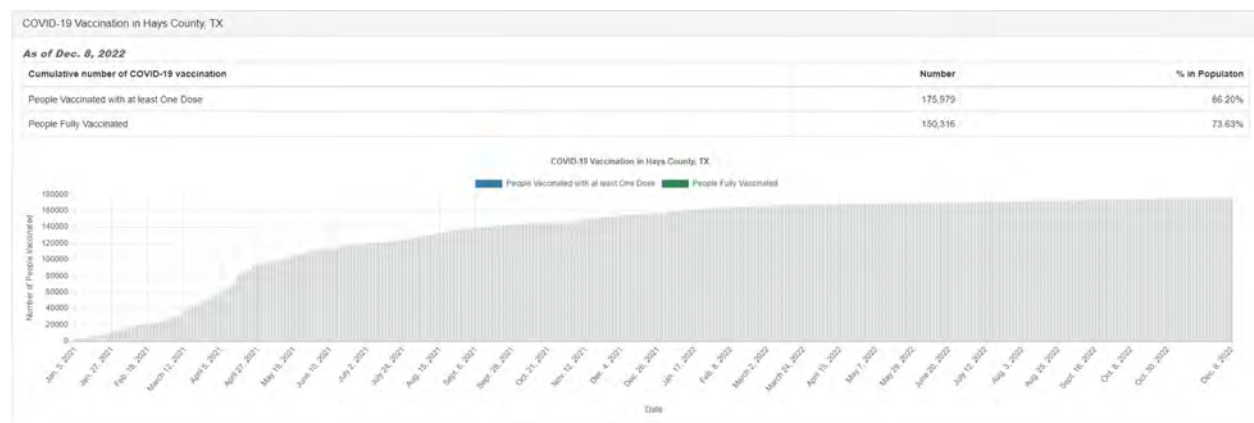
1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The Hays County Local Health Department's (Health Department) mission statement is to protect, promote, maintain, and improve the health and quality of life for Hays County citizens and visitors through a responsive, well-managed, and organized effort. The Health Department conducts epidemiology and disease surveillance for vaccine preventable diseases, respiratory illnesses, sexually transmitted infections, foodborne illness, waterborne illness, and zoonosis. They are the department that handles outbreak response and as such were integral to Hays' COVID-19 response.

After Operation Warp Speed—a partnership between the US Departments of Health and Human Services and Defense—enabled Moderna's and Pfizer/BioNTech's vaccines to receive US Food and Drug Administration emergency use authorization in December 2020 the Health Department became responsible for Hays' vaccine distribution. The immediate response included mass vaccination sites and collaboration with Texas State University ¹and other Central Texas counties.²

By Fall of 2021 vaccination rates began to plateau³ and the Health Department explored alternatives to large scale clinics.

Figure 1: Hays County COVID-19 Vaccination Rate



Hays' population is concentrated on the Eastern side of the county, roughly following along the I-35 corridor with cities like San Marcos and Kyle having populations of 44,891 and 28,016, respectively. The rest of Hays County consists of rural communities with Buda having the highest population of 7,295 and Driftwood the lowest at 144⁴. According to a study published in Morbidity and Mortality Weekly Report, disparities in COVID-19 vaccination access and coverage between urban and rural communities can hinder progress toward ending the pandemic.

¹ County Rolls Out New Vaccine Appointment Scheduler | Hays County Press Release

² Central Texas counties launch pop-up vaccine site, continue weekend drive-thru in Travis County | Community Impact

³ Hays County, TX COVID-19 Vaccine Tracker | democratandchronicle.com

⁴ [US Census Bureau](https://www.census.gov)

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

The Morbidity and Mortality Weekly Report study states that public health practitioners should collaborate with health care providers, pharmacies, employers, faith leaders, and other community partners to identify and address barriers to COVID-19 vaccination in rural areas. Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the Public Health Emergency eligible use category COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19 and transportation to reach vaccination sites or other prevention and mitigation services for vulnerable populations.

Hays County will mitigate against the COVID-19 and future pandemics by bolstering its Health Department's ability to respond through the purchase of a mobile vaccine facility with associated equipment from Gerling and Associates, Inc (Gerling). This will be achieved through a grant of \$100,000 from the St. David's Foundation and \$180,826 in SLFRF funds.

The Final Rule enumerated eligible uses like COVID-19 prevention and treatment equipment and transportation to reach vaccination sites. The total expected capital expenditure of the mobile vaccine facility is under \$1 million.

1.3 PROGRAM SUMMARY

Hays County received a grant from St. David's Foundation for COVID-19 Vaccine Distribution. The Health Department sought to reach fringe and vulnerable populations through alternatives to large scale vaccination clinics. They determined that a mobile vaccine facility best served the needs of the County. Documentation supporting the cost of the mobile vaccine facility purchase is a proposal from Gerling for the vehicle's chassis and operations enclosure, power generator, 14' retractable awning, and body wrap was procured. A cost analysis of the purchase price was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined that the Health Department can demonstrate a pandemic related need up to \$280,826.01.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

A single mobile medical clinic could cost anywhere between \$175,000 and \$375,000.^{5,6} Available pricing on different makes and models of mobile medical clinics shown in Table 1 comports with this analysis. The base price of \$246,591 for the Gerling Fast Vac Mobile Vaccine Facility is reasonable.

⁵ M&R Specialty Trailers and Trucks

⁶ La Boit Specialty Vehicles, Inc.

Table 1: Mobile Medical Unit Pricing⁷

Vehicle Type	Cost
MOBILE MEDICAL HEALTH - DENTAL TRAILER 24'	\$152,545
MOBILE MEDICAL HEALTH - DENTAL - TRAILER 53' (ADD 6,500 FET IF APPLICABLE)	\$291,361
MOBILE MEDICAL HEALTH VEHICLE 27'	\$197,721
MOBILE MEDICAL HEALTH VEHICLE 29'	\$232,924
MOBILE MEDICAL HEALTH VEHICLE 39'	\$305,090
MOBILE MEDICAL HEALTH VEHICLE 38'	\$246,419
MOBILE MEDICAL HEALTH VEHICLE 39'	\$304,503
MOBILE MEDICAL HEALTH VEHICLE 41'	\$387,230
MOBILE DENTAL VEHICLE 27'	\$206,053
MOBILE DENTAL VEHICLE 29'	\$249,352
MOBILE DENTAL CLINIC 39'	\$326,211
MOBILE DENTAL VEHICLE 38'	\$269,887
MOBILE DENTAL VEHICLE 39'	\$315,063
BLOODMOBILE 29'	\$283,968
BLOODMOBILE 38'	\$252,286
BLOODMOBILE 39'	\$302,743
BLOODMOBILE 39'	\$298,049
Average	\$271,847

In order to accommodate the demands of the mobile medical unit (i.e. equipment, HVAC and all other power related functions) a power source will be needed. The mobile vaccine facility will have a 7kW Onan gasoline generator that includes soundproofing and integration into the body of the unit for the price of \$12,071. Compared against other generator pricing for similar kW in Table 2 the pricing is reasonable.

Table 2: Generator Pricing

Generator	kW/kVA	Cost
Multiquip WhisperWatt Silent Diesel Generator	6	\$10,316.00
Yanmar Diesel Heavy Duty Workstation	7	\$11,616.00
Cummins Onan Commercial Diesel Generator	7.5	\$12,504.00
Cummins Onan Diesel Inverter Generator	8	\$12,489.00

The mobile vaccine facility will serve as a moving billboard advertising the mobile healthcare services being provided to Hays County residents. Most full-body wraps of 53-foot double expandable trailers cost a total of \$12,000 - \$25,000 depending on the complexity of the design.^{8,9} The price of a professional car wrapping will vary with the size of the car, the complexity of the vinyl design to be

⁷ Louisiana Multiple Award Schedule Contract No. 4400021194

⁸ Guide to Buying a Mobile Clinic | Odulair

⁹ How Much Does A Car Wrap Cost? | Pacific Truck Colors, Inc

applied and how much labor is required for the model being wrapped. Considering these factors, the \$12,652 quoted by Gerling is reasonable.

Purchase and installation of a 14' Girard power retractable awning is quoted at \$9,512. Retractable awnings can cost between \$800 and \$4,000¹⁰ but can cost more than \$6,000 without installation.¹¹ For a patio or deck, installation can cost between \$500 and \$3,000 on average.¹² The customization needed for the awning modification fitted into the junction of the roof and the side wall of the mobile vaccine facility will drive up the cost of installation. The awning purchase and installation costs are in line with available pricing.

Overall, the cost provided by Gerling is reasonable.

3 ELIGIBILITY

3.1 FINAL RULE¹³

The Responding to the Public Health Emergency eligible use for COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment. The SLFRF Final Rule Overview further enumerates this eligible use to stating specifically:

- COVID-19 prevention and treatment equipment
- Transportation to reach vaccination sites or other prevention
- Mitigation services for vulnerable populations

3.2 CAPITAL EXPENDITURE

The final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.¹⁴

- Recipients may pursue an enumerated project with total expected capital expenditures of under \$1 million without having to undergo additional assessments to meet SLFRF requirements.

Enumerated projects for Public Health and Negative Economic Impacts include COVID-19 public health response and mitigation tactics are listed in Section 3.1.

¹⁰ [Retractable Awning Cost & Prices | RetractableAwnings.com](#)

¹¹ [Made in the Shade - RV.com](#)

¹² <https://www.angi.com/articles/how-much-do-retractable-awnings-cost.htm>

¹³ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

¹⁴ Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule | US Department of the Treasury



AGENDA ITEM REQUEST FORM: K. 6.

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Shell

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to appoint and confirm the chairperson for the Hays County Historical Commission.
SHELL

Summary

The Hays County Historical Commission Bylaws state that the Commissioners Court shall appoint and confirm a chairperson. The Bylaws are attached.

Attachments

bylaws

Bylaws of the Hays County Historical Commission

Article I

Name

Section I The name of this organization is the Hays County Historical Commission, hereafter referred to as HCHC. The organization also serves as the Hays County Certified Local Government Commission for Hays County. The address is 111 East San Antonio Street, San Marcos, Texas, 78666.

Article II

Purpose

Section I: To preserve the historic and cultural resources of Hays County and promote an understanding of the diverse heritage of Hays County.

Section II: To serve as the county-wide organization, as a part of Hays County government, to promote the goals of the Texas Historical Commission, hereafter referred to as THC. The various activities conducted by the HCHC will be consistent with the THC Statewide Preservation Plan in addition to any State Statutes pertaining to historic preservation.

Section III: To actively participate in the Texas Historical Marker Program and the National Register of Historic Places Program.

Section IV: To furnish leadership and cooperation with other heritage associations, historical societies, local preservation groups and individuals interested in the preservation of the county's historic and cultural resources.

Section V: To carry out a continuing survey of the county's historic buildings and historic sites, compile this survey data in a publicly accessible source, and submit all survey information to the THC. The system used to survey the county's historic buildings and historic sites will be in accordance with the standards established by the THC.

Section VI: To encourage interest and participation in preservation activities throughout Hays County by promoting the educational and economic benefits of the preservation of the county's historic and cultural resources.

Article III

Membership

Section I Members are appointed during odd numbered years by the Hays County Commissioners Court and shall be appointed by January 31. The Chair of the HCHC may select an ad hoc committee to review applications and make recommendations to the Hays County Commissioners Court, but all HCHC members must be confirmed by the Commissioners Court. A maximum of 25 members will be appointed for a two year term, but vacancies may be filled at any time by the Hays County Commissioners Court. The statutory minimum of 7 members must be appointed, all of which must be Hays County residents. Members may be reappointed without limit.

Section II In appointing members, the Hays County Commissioners Court shall seek to maintain a reasonable diversification and balance including, but not limited to, gender, age, ethnicity, and county precinct. Membership should broadly reflect the demographics of Hays County.

Section III Members must have a demonstrated active interest in historic preservation and an understanding of local history and resources.

Section IV Each member is expected to attend meetings regularly. If a member must be absent from a meeting for reasons of business or personal necessity, that member must notify the Secretary in advance of the meeting. Any member who has three unexcused absences within a period of 12 months may be recommended by the HCHC Chair for removal by the Hays County Commissioners Court. In addition, HCHC members must actively participate in a minimum of two committees. Failure to do so may result in a recommendation by the HCHC Chair for removal by the Hays County Commissioners Court.

Section V All HCHC members must reside in Hays County. Our meetings are open to the public and historical marker or cemetery applications may be submitted by anyone. In addition, the HCHC welcomes the participation by the public as docents at any of the museums operated by the HCHC, but they are not voting members of the HCHC and may not hold any office nor be a committee chair. Training will be provided to all docents.

Section VI Certain members may be elected by the HCHC membership as an "ex-officio member" due to their past contributions and expertise to the HCHC. Former Chairs of the full HCHC membership who have served a minimum of two consecutive terms (four years) may automatically become an ex-officio member, if they so choose. Ex-officio members will not vote, will not be counted in establishing a quorum, and will not be counted in the maximum number of members allowed on the HCHC as they serve in an advisory capacity only.

Section VII The Hays County Commissioners Court, or their representative, will submit a list of all members (including addresses) to the THC following their appointments.

Article IV

Officers

Section I The officers of the HCHC will be: Chair, Vice-Chair, Secretary, Treasurer, and Parliamentarian. These officers will comprise the HCHC Executive Committee. In addition, the chairs of the Marker Committee, Cemetery Committee and the CLG Committee will be voting members of the Executive Committee. Any ex-officio members may also participate in the HCHC Executive Committee, but they will not be a voting member. The purpose of the Executive Committee is to provide organizational direction and facilitate decision-making between HCHC meetings. Any actions taken by the Executive Committee will be confirmed by the entire HCHC membership.

Section II The HCHC membership may nominate and make a recommendation for the Chair of the HCHC to the Hays County Commissioners Court. The Chair must be formally appointed and confirmed by the Hays County Commissioners Court. All other officers will be appointed by the Chair and confirmed by a majority vote of the HCHC. There are no term limits for serving as an officer and an individual may hold more than one office, with the exception that the vice-chair may not serve concurrently as the chair.

Section III: The Chair will preside over the meetings of the HCHC, including the preparation of the agenda. The Chair will also appoint all committee chairs. The Chair, or their appointee, will be the primary contact with THC, the Hays County Commissioners Court, and other organizations for official business of the HCHC. The Chair, or their appointee, shall have authority in contacting the media for all activities and actions of the HCHC. The Chair, or their appointee, will serve as the Marker Chair and will be the sole contact with THC regarding marker applications. The Chair, or their appointee, also will serve as the Hays County Historic Preservation Officer for the Certified Local Government program. Notification of any appointees for Marker Chair and/or Hays County Historic Preservation Officer will be sent to the Texas Historical Commission by the Chair of the HCHC. The Chair will fulfill all the obligations as defined by the THC.

Section IV: The Vice-Chair will preside at meetings of the HCHC in the event the Chair is absent and will officially represent the HCHC at all related functions upon the request of the Chair.

Section V The Secretary will record the minutes of each monthly meeting of the entire membership of the HCHC. These minutes will be submitted by the Secretary to the THC on a quarterly basis. The Secretary will be responsible for the posting of the agenda with the County Clerk's office and distributing all necessary information to other members of the HCHC, including the agenda. The Secretary will accept all correspondence to the HCHC and forward it to the Chair or to the appropriate Committee Chair; comply with the Public Information Act; and preserve the Commission's permanent records

Section VI The Treasurer will work in cooperation with the Chair to prepare an annual budget and submit all necessary purchase orders and invoices to the Hays County Auditors Office. The Treasurer will work with the County Treasurer and County Auditor to insure compliance with county accounting practices. The HCHC is forbidden from operating a separate bank account outside of Hays County Government.

Section VII The Parliamentarian will ensure the meetings are conducted according to the Texas Open Meetings Act and Robert's Rules of Order, Revised.

Section VIII The Chair will serve as the Hays County Historic Preservation Officer for the Hays County Certified Local Government program, but the Chair may appoint someone else for the position if they meet the Secretary of the Interior's Professional Qualification Standards. Notification of any change in the person serving as the Hays County Local Preservation Officer will be submitted in writing to the THC.

Section IX The Chair will serve automatically as the Marker Chair of the HCHC unless the Chair submits, in writing, an alternative appointment of Marker Chair to the THC.

Article V

Meetings

Section I The HCHC will meet the fourth Thursday of the month and the full membership will meet at least 6 times a year. The Chair may change the date of a meeting as necessary. Meetings may take place in the Hays County Courthouse or in other locations around the county. Any member may submit an agenda item to the Chair for consideration of future placement on the agenda.

Section II A simple majority of all members appointed to the HCHC will constitute a quorum authorized to transact business for the organization.

Section III Written minutes will be kept for all HCHC meetings in which all members appointed to the HCHC participate. The minutes will accurately reflect the decisions of the HCHC. All minutes will be permanently maintained and made available for public review upon request.

Section IV All meetings of the full membership of the HCHC appointed by the Commissioners Court will be held in conformance with the Texas Open Meetings Act and will be conducted according to Robert's Rules of Order, Revised. In addition, the Certified Local Government Committee will comply with the Texas Open Meetings Act. Citizens Comments will be received at the beginning of each meeting.

Section V Each member of the HCHC must take the online training on the Open Meetings Act provided by the Office of the Texas Attorney General following the biannual session of the Texas Legislature to incorporate any changes to the law. Each member should review any changes made to the Open Meetings Act following a special legislative session. In addition, the Secretary shall take the the online training on Open Records provided by the Office of the Texas Attorney General.

Article VI

Committees

Section I The Chair of the HCHC shall appoint all Committee Chairs. There are no term limits for Committee Chairs. The general membership of all committees is open to any member of the HCHC by volunteering to serve. The Chair of any Committee may, if they deem it necessary, determine a maximum number of members of a specific committee. Committees whose membership represents a quorum of the full HCHC membership will comply with the Open Meetings Act. If a member of any committee resigns or joins another committee, they shall notify the Chair and the Secretary, in addition to the chairs of the respective committees.

Section II The Standing Committees are: Executive Committee, Historical Markers Committee, Cemetery Committee, and the Certified Local Government Committee. Any additional committees shall be determined by the Chair, with the exception of the Standing Committees.

Section III A Certified Local Government Committee has been established and approved by THC and the Hays County Commissioners Court in compliance with State and Federal laws. This committee will be composed of at least 5 members who have demonstrated an interest, competence or knowledge in the field of historic preservation. The responsibilities of this committee shall include: (1) Oversee and implement the process of surveying, evaluating, documenting, and protecting properties according to the U.S. Secretary of the Interior Guidelines. (2) Review, at least every two years, the inventory of surveyed properties for any necessary updates or amendments. (3) Review at least every two years all Recorded Texas Historic Landmarks, State Archeological Landmarks and properties listed in the National Register of Historic Places. The appropriate authorities will be notified of any changes in these properties when necessary. (4) Follow the U. S. Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation as the standard for all preservation activities.

The Chair will serve as the Hays County Historic Preservation Officer for the Hays County Certified Local Government program, but the Chair may appoint someone else if they meet the Secretary of the Interior's Professional Qualification Standards. Notification of any change in the person serving as the Hays County Local Preservation Officer will be submitted in writing to the THC.

Section IV The Markers Committee will be chaired by the HCHC Chair unless the Chair appoints an alternate chair, in writing, to the THC. The Chair of the Marker Committee will be the sole authorized point of contact with the THC regarding all marker applications throughout the marker process. The Chair of the Marker Committee will comply with the THC "Marker Chair Job Description." The members of the Markers Committee will review and comment on all applications for Official State Historical Markers in Hays County in compliance with all THC Marker Policies, including applications for Subject Markers and Recorded Texas Historic Landmarks.

Section V The Chair of the HCHC will appoint the Chair of the Cemetery Committee. The Chair of the Cemetery Committee will be the sole authorized point of contact between the HCHC and the THC Cemetery Program. The members of the Cemetery Committee will submit applications for Historic Texas Cemetery (HTC) designations to the THC, in addition to working with any individuals or organizations that may submit a HTC application directly to the THC. In addition, the Cemetery Committee will supervise the maintenance and repairs to any abandoned cemetery approved as such by the Hays County Commissioners Court. The Cemetery Committee may include any other activities that promote the preservation of historic cemeteries in Hays County.

Article VII

Public Relations and Communications

Section I All significant projects and events sponsored by the HCHC will be promoted in all forms of media.

Section II The Chair, along with the Chair's appointee(s), shall have the sole authority in contacting the media for all activities and actions of the HCHC. Any additional appointee(s) by the Chair for media contacts will coordinate closely with the Chair. When appropriate, press releases will be issued through the Office of the Hays County Communications Director. Although members of the HCHC may contact the media as an individual citizen, they should not represent the HCHC or Hays County without prior approval.

Section III The HCHC will seek to involve the public in the nomination process for the National Register of Historic Places and will seek to keep the public informed of any important impacts on the county's historic and cultural resources.

Article VIII

Amendments to the Bylaws

Section I These Bylaws may be amended at a regular or called meeting of the HCHC by a three-fifths (60%) affirmative vote based on the number of all appointed members.

Section II Any amendments to the Bylaws approved by the members of the HCHC must subsequently receive the formal approval of the Hays County Commissioners Court before being considered officially adopted.

Revised March 25, 2021. (previously revised: April 26, 2018)

Approved by the Hays County Commissioners Court April 13, 2021.



AGENDA ITEM REQUEST FORM: L. 1.

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions within the office of Hays County Human Resources. Possible discussion and/or action may follow in open court. **BECERRA**

Summary

Additional information will be presented during Executive Session.



AGENDA ITEM REQUEST FORM: L. 2.

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill Road in Pct. 1. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

To be provided in Executive Session.



AGENDA ITEM REQUEST FORM: L. 3.

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

Additional information will be presented in Executive Session



AGENDA ITEM REQUEST FORM: L. 4.

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**

Summary



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**

Summary

Additional information will be provided during Executive Session.



Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Create. Possible discussion and/or action may follow in open Court. **SHELL**

Summary

Additional information will be provided in Executive Session.



AGENDA ITEM REQUEST FORM: L. 7.

Hays County Commissioners Court

Date: 02/28/2023

Requested By:

Sponsor: Commissioner Shell

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 owned by Hays County located at 401 Veterans Drive, Kyle in Pct.3. Possible discussion and/or action may follow in open court.
SHELL

Summary
